

Agenda Including Addeds

Community and Protective Services Committee

The 5th Meeting of the Community and Protective Services Committee

March 18, 2024

1:00 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), H. McAlister, J. Pribil, S. Trosow, D. Ferreira

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3. Scheduled Items

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5. Deferred Matters/Additional Business

6. Confidential

6.1 Solicitor-Client Privilege / Financial Information Supplied to the Corporation in Confidence

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose and financial information, supplied in confidence to the municipality, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization, with respect to the financial information related to the London Cares Winter Response contract.

7. Adjournment

Accessibility Community Advisory Committee

Report

1st Meeting of the Accessibility Community Advisory Committee
February 22, 2024

Attendance PRESENT: J. Menard (Chair), M. Bruner-Moore, N. Judges, S. Mahipaul, P. Moore, J. Peaire, K. Pereyaslavska, B. Quesnel, P. Quesnel and J. Bunn (Committee Clerk)

ALSO PRESENT: Councillor J. Pribil; D. Baxter, A. Denomme, S. Funk, S. Govindaraj, D. MacRae and M. Stone

ABSENT: A. Garcia Castillo, U. Iqbal, A. McGaw, M. Papadakos, D. Ruston and C. Waschowski

The meeting was called to order at 3:01 PM; it being noted that M. Bruner-Moore, S. Mahipaul, J. Menard, J. Peaire, K. Pereyaslavska, B. Quesnel and P. Quesnel were in remote attendance.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Chair and Vice-Chair

That the following actions be taken with respect to the Election of Chair and Vice-Chair for the Accessibility Community Advisory Committee:

- a) Jay Menard BE ELECTED as Chair for the term ending April 1, 2025; and,
- b) Susan Mahipaul BE ELECTED as Vice-Chair for the term ending November 30, 2024.

2. Scheduled Items

2.1 Sanjay Govindaraj, Director, Anti-Racism and Anti-Oppression - Introduction

That it BE NOTED that S. Govindaraj, Director, Anti-Racism and Anti-Oppression was introduced to the Accessibility Community Advisory Committee.

2.2 Streetscape Master Plan for Dundas Street - Argyle Core Area

That it BE NOTED that the presentation, as appended to the Agenda, from K. Preston and M. Pletch, Dillon Consulting Limited, with respect to the Streetscape Master Plan for Dundas Street and the Argyle Core Area, was received.

3. Consent

3.1 7th Report of the Accessibility Community Advisory Committee

That it BE NOTED that the 7th Report of the Accessibility Community Advisory Committee, from the meeting held on October 26, 2023, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

None.

6. Adjournment

The meeting adjourned at 4:35 PM.

Animal Welfare Community Advisory Committee

Report

3rd Meeting of the Animal Welfare Community Advisory Committee
March 7, 2024

Attendance W. Brown (Chair), M. Blosch, K. Coulter, A. Hames, N. Karsch and M. Toplack and H. Lysynski (Acting Clerk)

ABSENT: H. Duhamel, J. Higgins and S. Ryall

ALSO PRESENT: O. Katolyk, M. Pineda and M. Szarka

The meeting commenced at 3:05 PM; it being noted that W. Brown, M. Blosch, K. Coulter, A. Hames, N. Karsch and M. Toplack 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

None.

3. Consent

3.1 2nd Report of the Animal Welfare Community Advisory Committee

That the following actions be taken with respect to the 2nd Report of the Animal Welfare Community Advisory Committee, from its meeting held on February 1, 2024:

a) the 2nd Report of the Animal Welfare Community Advisory Committee (AWCAC) BE AMENDED to indicate that N. Karsch was absent; and,

b) the revised 2nd Report of the AWCAC BE RECEIVED.

3.2 Municipal Council Resolution – 1st Report of the Animal Welfare Community Advisory

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on January 23, 2024 with respect to the 1st Report of the Animal Welfare Community Advisory Committee, was received.

3.3 Community Contributors article – “A Closer Look at the Wildlife In Our Neighbourhoods”

That the Mayor's Office BE REQUESTED to write a letter to the Pearce family thanking them for the contributions of Johnny and Gabrielle Pearce for their actions relating to wildlife; it being noted that the attached Community Contributor article entitled "A Closer Look at the Wildlife in Our Neighbourhood" was received.

4. Sub-Committees and Working Groups

4.1 Goose Management and Coexistence Strategies Draft Recommendations

That it BE NOTED that the Animal Welfare Community Advisory Committee held a discussion with respect to goose management and co-existence strategies.

4.2 Use of rodenticides and impacts to wildlife, effective rodenticide free strategies for Awareness and Education

That the Civic Administration BE INVITED to discuss the use of rodenticides and potential impacts to wildlife to a future Animal Welfare Community Advisory Committee (AWCAC) meeting; it being noted that the AWCAC held a discussion with respect to this matter.

5. Items for Discussion

5.1 Bird Friendly Display

That it BE NOTED that the Animal Welfare Community Advisory Committee held a discussion with respect to finalizing the Bird Friendly displaying panels for displaying at local libraries.

5.2 (ADDED) Go Wild, Grow Wild

That the following actions be taken with respect to a potential Animal Welfare Community Advisory Committee (AWCAC) display at Go Wild, Grow Wild on May 4, 2024:

- a) the Civic Administration BE ASKED if the AWCAC can join the City of London booth; and,
- b) the Environmental Stewardship and Action Community Advisory Committee BE ASKED if they are interested in attending with the AWCAC and potentially the City of London booth;

it being noted that W. Brown, A. Hames and M. Toplack volunteered to be present at the booth.

5.3 (ADDED) Banner

That the discussion of an Animal Welfare Community Advisory Committee banner BE DEFERRED to the April 2024 AWCAC meeting.

6. Adjournment

The meeting adjourned at 4:12 PM.

By Johnny & Gabrielle Pearce - Junior Members of the Broughdale Community Association | Photos by The Pearce Family

A Closer Look at the Wildlife in Our Neighbourhood



Our neighbourhood is more than a collection of houses and streets; it is a vibrant ecosystem filled with beautiful wildlife. In this article, we'll take a closer look at some animals that share our space along the Thames

River and explore the joy of observing them in their natural habitats.

To begin, we acknowledge that we are situated on the traditional and ancestral lands of the Indigenous Peoples who have cared for this land and water since time immemorial. We also appreciate being able to consult with local flora and fauna enthusiast, Laurent Ruffo-Caracchini, and the support we have received from Mike Bartlett of the Broughdale Community Association.

Some of the more common animals in the neighbourhood include squirrels, chipmunks, raccoons, skunks, rabbits, groundhogs, beavers, muskrats, possums, hawks, stickleback fish, crayfish and clams. It's not unusual to see deer, coyotes, foxes, snapping turtles, or wild turkeys. Animals more challenging to detect include opossums, porcupines, minks, and stoats.

Amongst the diversity of wildlife in our neighbourhood, it is incredible to see animal superpowers in action. From squirrels that do tree acrobatics, raccoons that ninja climb, groundhogs that hibernate, skunks

that defend through their stink spray, and coyotes with keen eyesight in the low light of dawn and dusk, all animals have unique superpowers to help them survive.

Many animals have mastered the art of camouflage and are good at hide and seek. Consider the white-tailed deer, a herbivore commonly seen in spring or summer. Fawns are born with white spots on their fur, which change to reddish brown and later into grey or brown tones to blend in with seasonal earth tones. Often, a closer look is required to notice animals because what seems ordinary can really be a creature of extraordinary camouflage. Do you see a hidden animal in the photos below on the left side? The photos below on the right side are zoomed in for the reveal!



Fun facts about garter snakes are that they are non-venomous and eat insects and small rodents. Fun facts about frogs are that they hatch from eggs into tadpoles, undergo metamorphosis into frogs, and they can live for several years.



It is fun to learn about local wildlife because animals are amazing, and we have a shared environment that is important to protect. We can all do something to help, for example, disposing of garbage properly, keeping a respectful distance from wildlife, planting native plants to sustain local fauna, and preserving green space and trees...If you're curious to identify unknown flora and fauna, try using the free online iNaturalist app.

In a nutshell, our neighbourhood is a natural wonderland for all varieties of residents. So, whenever possible, enjoy the magic of observing animal friends in their natural habitat! ■



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: Approval of Odell-Jalna End of Mortgage Exit Agreement

Date: March 19, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting on April 2, 2024 to:

- a) Approve the Exit Agreement (Schedule "1") between Odell-Jalna Residences of London and The Corporation of the City of London (the "Exit Agreement") and its Schedule "A", the Rent Supplement Agreement between Odell-Jalna Residences of London, Homes Unlimited (London) Inc. and The Corporation of the City of London (the "Rent Supplement Agreement") (together the "Agreement");
- b) Authorize the Deputy City Manager, Planning and Economic Development or their written designate, to approve amendments to the Agreement.
- c) Authorize the Mayor and Clerk to execute the Agreement;
- d) Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve future exit agreements and rent supplement agreements between The Corporation of the City of London, Odell-Jalna Residences of London and Homes Unlimited (London) Inc.
- e) Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to execute future exit agreements and rent supplement agreements between The Corporation of the City of London, Odell-Jalna Residences of London and Homes Unlimited (London) Inc.

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, Civic Administration **BE DIRECTED** to:

- f) Continue discussions with Odell-Jalna Residences of London and Homes Unlimited (London) Inc. regarding exit agreements having the same framework as the Exit Agreement and Rent Supplement Agreement, being a framework, which permits Rent Geared to Income units, once vacant, to be moved within the Homes Unlimited (London) Inc. and Odell-Jalna Residences of London portfolio to create mixed income buildings, noting that the funding for each designated housing project entering into an Exit Agreement shall be based on an evaluation of the applicable building's financial plan and result in no material increase to the City's overall housing subsidy budget;
- g) to re-invest any anticipated future municipal mortgage subsidy savings in the larger social housing portfolio to address the long-term financial sustainability of the sector while maintaining existing service levels in order to retain existing rent-geared-to-income units until necessary agreements are negotiated; and
- h) report back to Council on an overall strategy outlining the requirements to meet legislated service level standards, to ensure an adequate local supply of social housing that is financially viable and in adequate operating condition.

IT BEING NOTED that Civic Administration are anticipating strategy reports on the financial analysis in Q2 and a service agreement report in Q3 of 2024.

Executive Summary

In February 2022, a report was brought to Council outlining a proposal from the board of Odell-Jalna referencing a plan for their four social housing projects that would enable a broader mixed-community approach with the Homes Unlimited portfolio in addition to other benefits. Council directed staff to work with the board of Odell-Jalna and the Ministry of Municipal Affairs and Housing to advance the provider's proposal as well as to re-invest the anticipated future tax levy supported mortgage subsidy savings related to the Odell Jalna portfolio to address long-term financial stability for this provider.

The corresponding provincial legislation was released on March 31, 2022, outlining baseline rules for Service Agreements between Service Managers and housing providers whose original obligations to provide social housing have come to an end. Progress has been made between the board of Odell-Jalna and staff to determine a framework for an agreement within the confines of legislation as well as agree on the funding commitment to support the rent-geared-to-income tenancies at these properties.

The proposal from the housing provider is unique as they have access to a broad portfolio across the two organizations of Odell-Jalna and Homes Unlimited in which they can spread rent-geared-to-income units. Accordingly, the approach to advance this proposal and stay within the confines of legislation is also unique. The recommended Exit Agreement allows the housing project to exit the Housing Services Act as a designated housing provider and maintains their commitment to rent-geared-to-income service levels. The proposed agreement protects affordable rent-geared-to-income units and prevents them from being converted to full market rent units upon vacancy. The recommended subsidy funding keeps the City within historical funding levels while allowing the provider to access favourable re-financing rates to release equity on Jalna Woods.

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

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:

- Increase the supply, range, and depth of affordability of quality housing options where people feel safe.
- Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.

Analysis

1.0 Background Information

1.1 Previous Reports

The following reports speak directly to the end of mortgage regulations, the City's proposed approach at that time and summarize the request from Odell-Jalna:

- [End of Mortgage \(EOM\) and End of Operating Agreement \(EOA\) Impacts and Analysis](#) (CPSC: February 1, 2022)

- [Odell-Jalna Social Housing Provider Proposal](#) (CPSC: February 1, 2022)
- [End of Operating Agreements \(end of operating agreement\) for Social Housing Providers in London and Middlesex County](#) (CPSC: February 18, 2015)

1.2 Background

History of Social Housing

Legacy social housing projects were developed through federal and/or provincial funding programs from the 1950's to the mid 1990's. The funding for social housing is governed by a framework of agreements and legislation that up until 2022, remained largely unchanged. In Ontario, social housing largely began as a federally funded and administered housing program. In 1999, the federal government downloaded the funding and administration of social housing to Ontario through the Canada-Ontario Social Housing Agreement, 1999 (SHA). Shortly after that, the provincial government further devolved the funding and oversight of social housing to 47 Municipal Service Managers. This was enacted through the Social Housing Reform Act, 2000 (SHRA). Through the SHRA, housing program rules for social housing were written into law. This Act was later replaced by the Housing Services Act, 2011. Social Housing Projects are operated by housing providers, which are not-for-profit organizations, co-ops, private landlords, or municipal corporations.

In Ontario, the end of mortgage and end of operating agreements affects approximately 60% of the community housing supply that is owned by non-profits, housing co-operatives, and private landlords. The remaining 40% of the community housing supply is owned and operated by Local Housing Corporations, with no operating agreement or mortgage in place.

The 60% of community housing supply can further be separated as either Federal Projects or Provincial Reform Projects. Under the Housing Services Act, Federal housing providers had their original operating agreements honoured. Their agreement had terms that coincided with the length of the housing project's mortgage. As a result, these housing projects have no ongoing legislative requirements to provide subsidized housing when their agreement comes to an end. They also stop receiving any guaranteed form of government funding. In contrast, Provincial reform projects had their original operating agreements terminated when responsibilities were devolved to the Service Manager. The rules and requirements governing operations, including rules for how projects are funded, were taken from the original agreements and transferred into legislation.

When the original operating agreements were replaced with a legislative framework, the legislation did not specify when the provider's obligations to provide subsidized housing would conclude.

Provincial projects that are not officially removed from O. Reg. 368/11 under the *Housing Services Act, 2011*, must continue to provide affordable housing, including Rent-Geared-to-Income in accordance with the Act. In exchange, housing providers continue to receive a subsidy from their Service Manager, which is calculated according to the funding formula set out in O. Reg 369/11.

The funding formula generally incorporates three (3) main components:

- 1) Operating Subsidy
 - a) Benchmark Revenue less
 - b) Benchmark Operating Costs and
 - c) Provider's Shelter Mortgage
- 2) Rent-geared-to-income subsidy; and
- 3) Property Tax subsidy

When the mortgage has been paid off, the mortgage component of the operating subsidy will be zero.

Latest Legislative Framework

On March 31, 2022, the Province introduced regulatory changes under the Housing Services Act including requirements for Service and Exit Agreements. The Province amended Ontario Regulation 367/11 of the Housing Services Act to establish baseline rules for Service Agreements between Service Managers and housing providers whose original obligations to provide social housing have come to an end, effective July 1, 2022. As per the new amendment, when housing projects reach end of operating or end of mortgage they will be presented with two options:

- 1) Continue to offer social housing under a service agreement.
- 2) Meet the prescribed requirements necessary to enter into an exit agreement, which would allow the provider to exit the City's community housing portfolio and the Housing Services Act system.

A service agreement is a contract negotiated between the housing provider and the Service Manager for the provision of community housing under Part VII.1 of the Housing Services Act that stipulates terms regarding operations, administration, and funding arrangements. The regulations for service agreements outlines various minimum requirements, one them is for the Service Manager to continue funding for rent-geared-to-income units. This means funding the gap between 30% of the household's income and the unit's rent. Note that this new funding approach replaces the previous Housing Services Act funding formula set out in O. Reg 369/11.

Housing providers may choose to exit the Housing Services Act (also referred to as "de-listing") and its operating environment when they reach end of operating agreement or end of mortgage. The new regulations provide for minimum requirements that must be met and the details of the exit agreement must be approved by the Service Manager. The requirements to be met when exiting the Housing Services Act and community housing portfolio aims to ensure existing tenants are not displaced and longstanding public investment in community housing buildings is preserved. Over a period of time, as existing tenants vacate, those units may be rented out at the going market rate; resulting in a loss of affordable units. If a new agreement is not successfully negotiated, the provider must continue to operate under the existing Housing Services Act rules.

2.0 Discussion and Considerations

2.1 Housing Provider Request

Odell-Jalna is a non-profit organization that operates four social housing projects within the City's portfolio of community housing projects governed under the Housing Services Act. These four properties offer a total of 246 units, where 210 units are designated as rent-geared-to-income and the remaining 36 units are offered as low-end market rent. All four properties are classified as Provincial Reform Projects and have end of mortgage dates spanning from 2022 to 2029:

- Jalna Woods (64 units: 50 rent-geared-to-income and 14 Low Market Rent) – mortgage expired June 1, 2022.
- Odell Place (67 units: 57 rent-geared-to-income and 10 Low Market Rent) -- mortgage expires July 1, 2024.
- Wavell Village (55 units: 49 rent-geared-to-income and 6 Low Market Rent) – mortgage expires October 1, 2026.
- Ottaway Place (60 units: 54 rent-geared-to-income and 6 Low Market Rent) – mortgage expires October 1, 2029.

The board of directors for Odell-Jalna is the same board of directors for Homes Unlimited, a sister organization of Odell-Jalna. In 2019, the board reached out to the City of London, as the Service Manager, to request de-listing from the Housing Services Act in an effort to access favourable refinancing rates to unlock funding for capital repairs, streamline operations, and promote a broader mixed community approach across the Odell-Jalna and Homes Unlimited portfolio. The request contemplated de-listing all four properties at the same time.

Following the release of the new legislation on March 31, 2022, discussions have been focused on how to work within the legislative framework from the province while also fulfilling Odell-Jalna's request. Per the legislation, only housing projects no longer subject to a pre-reform operating agreement or a mortgage guaranteed by the Province of Ontario can enter into exit agreements. This prevents the City from permitting the three other housing projects operated by Odell-Jalna from entering into an exit agreement before their mortgages end.

Recognizing this legislative requirement, a consensus was reached to enter into an exit agreement for the first property to reach end of mortgage (Jalna Woods), and subject to Council approval, subsequently integrate remaining properties into the same agreement framework once each property reaches its end of mortgage date. For the property Jalna Woods, the exit agreement would be coupled with a rent supplement agreement to support existing rent-geared-to-income tenants. Through the rent supplement agreement, tenants continue to be selected from the City's waitlist and the RGI units would continue to be counted toward the Service Manager's service level targets. As the rent-geared-to-income units become vacant, a process under the Rent Supplement Agreement would permit the rent-geared-to-income unit to be moved to another building within the Odell-Jalna and Homes Unlimited (London) Inc. Portfolio to create mixed use buildings of social housing, affordable housing, and market rent units.

The level of subsidy funding provided through the rent supplement agreement is guided by the need to support rent-geared-to-income tenancy, to ensure the sustainability of social housing, and to work within the City's approved funding. To support the sustainability and capital repair needs of all four properties, the board of Odell-Jalna has requested subsidy funding for Jalna Woods equal to 80% of Average Market Rents for all rent-geared-to-income units. This will allow them to unlock almost \$6 Million in refinancing. These funds are intended for capital repairs across all four social housing projects. The board's request is to have the same level of subsidy funding for the remaining three housing projects as they reach end of mortgage. They have also committed to supporting the 210 rent-geared-to-income units but have requested that they be allowed to assign rent-geared-to-income units across all properties run by Odell-Jalna and Homes Unlimited, effectively creating better mixed communities.

The financial impact to the City will be discussed in Section 3 below.

2.2 Guiding Principles

As noted in Section 1.2, the funding formula in O. Reg. 369/11 under the Act represents the minimum Service Manager subsidy required for a housing provider. Service Managers have the discretion and flexibility to provide a subsidy greater than the minimum requirements from other municipal resources.

Conversations with the board have been progressing forward on the premise of these five shared values:

1. Protect existing rent-geared-to-income units.
2. Minimize additional government subsidies.
3. Address capital needs.
4. Support a sustainable financial model.
5. Support a mixed community approach.

Recognizing that all four Odell-Jalna properties support a sizeable volume of rent-geared-to-income tenants (approximately 210 units), protecting and maintaining these units within the community housing portfolio will continue to provide low-rent affordable housing options in the community. Every existing affordable housing unit that can be maintained reduces the need for a new unit to be constructed. The cost of maintaining an existing unit through subsidy funding is far more economical than the cost of building one new unit.

Development of joint financial plans and subsequent periodic reviews will be important to ensuring that the funding is sufficient to keep the project operationally sustainable during the term of the agreement. This property is not unique and the capital repair needs for these buildings as they reach end-of-mortgage can be significant. It is expected and encouraged that housing providers develop capital plans that prioritizes repair needs in combination with available funds. Subsidy funding from the City for any housing project will strive to help projects be sustainable post end of mortgage, but will inevitably be constrained by funding limits.

Supporting a mixed-community approach is a viable option for Odell-Jalna as they have access to other housing projects under Homes Unlimited. This innovative approach will integrate each housing project into the community and also provide for additional income stream from market units as rent-geared-to-income units are balanced off in other properties.

2.3 Framework for Exit Agreement

The strategy outlined is predicated on the above shared values and aims to promote operational sustainability while working within our existing funding levels.

The appropriateness of a service agreement was considered for the Odell-Jalna housing projects. However, the desire to create a better mixed community across both portfolios (Odell-Jalna and Homes Unlimited) cannot be supported through the service agreement framework as detailed under the new legislation. As Civic Administration has previously been directed to work with the Board of Odell-Jalna and the Ministry of Municipal Affairs and Housing to advance the provider's proposal, an Exit Agreement coupled with a Rent Supplement Agreement benefits both the City's intentions to improve community housing and the provider's operational viability.

The Exit Agreement for Odell-Jalna applies only to the property that has reached end of mortgage. Hence, the initial scope of the Exit Agreement refers specifically to the Jalna Woods property. The agreement would allow for Jalna Woods to be removed as a designated housing project from regulation O. Reg. 368/11 under the HSA. However, Jalna Woods would continue to accommodate households who occupy units in the housing project including a plan for the continued delivery of rent-geared-to-income assistance. The agreement has a twenty (20) year term, but it continues to be in effect until the parties enter into a new exit agreement. The continued delivery of rent-geared-to-income assistance is supported by way of a Rent Supplement Agreement that is included as a schedule to the Exit Agreement.

The Rent Supplement Agreement is structured as a tri-party agreement between the City, Odell-Jalna, and Homes Unlimited. It is through this mechanism that the Housing Provider will be able to move rent-geared-to-income units across any property within the two sister organizations. Consistent with the portfolio approach, the City's future subsidy commitment has been determined on a portfolio basis across all four Odell-Jalna social housing projects.

See Schedule I for a copy of the Exit Agreement and supporting Rent Supplement Agreement.

3.0 Financial Impact and Considerations

3.1 Funding Impact

The funding request from Odell-Jalna was evaluated through the lens of protecting existing rent-g geared-to-income units while minimizing additional government subsidies. The average actual subsidy over the last few years for all four Odell-Jalna properties is about \$1.4 million aligned to roughly 190 rent-g geared-to-income units delivered. The subsidy would have been closer to \$1.6 M if they delivered all of the 210 designated rent-g geared-to-income units.

As referenced above in section 2.1, the board of Odell-Jalna has requested subsidy funding for Jalna Woods equivalent to bridging the financial gap between the tenant’s 30% of income and 80% of average market rent. The board has further requested that this level of funding be extended to the remaining three properties as they reach end of mortgage and get incorporated into an Exit Agreement.

An analysis of the request by Odell-Jalna is outlined in Subsidy Model A. The recommended financial model is outlined in Subsidy Model Band is summarized in Table 1 below.

Table 1 – Subsidy Funding Models

Subsidy Model A			Subsidy Model B		
Property	% of AMR*	Annual Subsidy**	Property	% of AMR*	Annual Subsidy**
Jalna Woods	80%	\$537,552	Jalna Woods	80%	\$537,552
Odell Place	80%	\$610,805	Odell Place	60%	\$415,354
Wavell Village	80%	\$525,298	Wavell Village	60%	\$357,223
Ottaway Place	80%	\$431,856	Ottaway Place	60%	\$283,392
Total		\$2,105,510	Total		\$1,593,521
Historical Subsidy per HSA Funding Formula		\$1,563,000	Historical Subsidy per HSA Funding Formula		\$1,563,000
Additional Subsidy from the City		\$542,510	Additional Subsidy from the City		\$30,521

*Assumes October 2022 Average Market Rent (AMR) published by Canada Mortgage and Housing Corporation.

**Service Manager subsidy is the difference between 30% rent-g geared-to-income and agreed to Rent. Models assume 210 rent-g geared-to-income units delivered.

The request from the board (Subsidy Model A) results in a significant annual increase in subsidy commitment compared to what the City’s budget has previously supported under the Housing Services Act funding formula (\$542 K more than historical subsidy levels). This request is not supported by Civic Administration as the financial outcome is not aligned to one of the guiding principles. Civic Administration is recommending the alternative shown in Subsidy Model B where the City funds up to 80% of average market rent for Jalna Woods and looks to balance out the overall subsidy by setting the rent to 60% of average market rent for the remaining three properties. This approach remains consistent with the five guiding principles by allowing the board to access the value in the property by re-financing for capital repairs, while also enabling the City to minimize overall housing subsidy budget impacts. It is important to note that historical

funding levels also serviced the mortgage costs. As the City is maintaining subsidy funding to historical levels, the housing projects benefit through the mortgage savings which was the key deliverable in the regulations around the end of mortgage. The board's funding request could be accommodated within current funding levels, but only at the expense of reducing funding to other housing projects within the community housing portfolio. This approach would not be prudent as many of the other social housing projects face similar challenges.

3.2 Other Alternatives Considered

Other options were considered, but the outcomes are less favourable than the recommended approach.

- a. Apply 70% of Average Market Rent for consistency across all four properties.
 - Results in a larger financial variance (\$200 K more than historical levels).
 - Does not allow the provider to re-finance at the same level.
 - The Board preferred more flexibility than this option for Jalna Woods.
- b. Re-calculate the recommended subsidy using October 2023 Average Market Rent released by Canada Mortgage and Housing Corporation
 - Results in a larger financial variance (\$168 K more than historical levels)
 - Variance would need to be balanced out with subsidies for other housing providers and/or other sources.
- c. Reject the Exit Agreement Request
 - Financial subsidies would remain consistent or less than historical level.
 - High risk that the property will not be financially viable and the Service Manager (i.e. City) would be required to step in and be responsible for the day-to-day operations until a transition plan to another organization can be negotiated.
 - The capital repair issues would still exist.

4.0 Next Steps

4.1 Odell-Jalna

Jalna Woods – mortgage expired June 1, 2022

This agreement is the highest priority to complete so that the Odell-Jalna Board can re-finance and undertake necessary capital repairs at the property. Upon endorsement of the recommendations in this report, the following activities would occur.

- Notification to Province
- Execution of Agreement
- Set-up and disbursement of new subsidy
- Confirmation of reporting templates to support service levels

The same activities must generally be undertaken for the three additional Odell-Jalna properties. Activities to support this will commence within a few months of the expiration of the mortgage, and in the case of Odell Place, will start immediately.

- Odell Place – mortgage expires July 1, 2024
- Wavell Village – mortgage expires October 2026
- Ottaway Place – mortgage expires October 2029

Following the submission by Odell-Jalna in 2019, Civic Administration explored opportunities to accelerate the exit from the Act but were turned down by the Ministry of Municipal Affairs and Housing. Following the approval of the two exit agreements, Civic Administration will work with the Province again to see what options exist to expedite the exit of Wavell Village and Ottaway Place. The intention is to leverage the large affordable and rent-gear-to-income portfolio that Odell-Jalna and Home's Unlimited operates.

4.2 Strategy Next Steps

With the approval of business case P11 and P14 through the Multi-Year Budget process, Civic Administration are in the process of developing an overall strategy for the remaining social housing providers reaching end of mortgage or end of operating agreements.

Financial Analysis and Strategic Recommendations

Planned for Q2, the financial analysis will assess the long-term financial impact of end of mortgage as guided by the five principals in 2.2 and mandated by legislation. The results of the analysis are expected to provide insights into the viability of each housing project under current funding levels and where there may be risk to future sustainability. An assessment of all existing funding options will be explored to address funding gaps or anticipated risks.

Note that this analysis will look at all properties, not just the Odell-Jalna portfolio outlined in this report.

Service Agreement Template

Planned for late Q3, a report will be submitted to provide a high-level summary of the framework that would enable the City to negotiate a more flexible funding approach while incentivizing housing providers to stay in the system once their current obligations expire.

The objective will be to protect the community housing supply while ensuring the sustainability of this sector over the long-term.

Exit Agreement Template

There are no plans to develop an exit agreement template as of the writing of this report. Based on preliminary feedback from the local sector, many providers are better positioned to enter into service agreements and carry on activities similar to the those under the Housing Services Act. If, through ongoing day-to-day discussions with the sector, alternate feedback is provided, Civic Administration will bring a future report seeking direction for this form of agreement. The framework has been established in the Odell-Jalna agreement and will be used as the base from which to develop a future template.

Conclusion

Social Housing is an important component of the overall affordable community housing landscape. It is crucial to protect and maintain existing units with the system. The recommended approach for Odell-Jalna is unique and considers the need to keep housing providers engaged, address future project viability through capital repairs, and protect the existing affordable housing stock. The proposed approach also recognizes the portfolio and recent activities to build new affordable housing, for example 99 Pond Mills and Vision SOHO.

As it relates to the broader Service Manager portfolio, Civic Administration will be establishing the administrative activities and systems associated with the transitions of housing providers at end of mortgage and end of operating. This will include the negotiation and establishment of service agreements once the template has been approved by City Council.

On an annual basis, a report will be brought forward to provide a summary of the agreements that were entered into and a summary of terms. Timing has yet to be established but anticipate late Q1 or early Q2 of 2025.

Prepared by: Kate Lawrence, MBA, CPA, CMA
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

Appendix A – Proposed By-law
Schedule “I” – Exit Agreement with Rent Supplement Agreement

A by-law to approve an Exit Agreement between The Corporation of the City of London and Odell-Jalna Residences of London and a Rent Supplement Agreement between Odell-Jalna Residences of London, Homes Unlimited (London) Inc. and The Corporation of the City of London and to authorize the Mayor and Clerk to execute same

WHEREAS section 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 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 the *Housing Services Act*, 2011 permits housing projects to cease being a designated housing project if they enter into an exit agreement that complies with the prescribed requirements;

AND WHEREAS subsection 23.1(1) of the *Municipal Act*, 2001 authorizes a municipality to delegate its powers and duties under this or any other Act to a person subject to the restrictions in the Part thereunder;

AND WHEREAS The Corporation of the City of London and Odell-Jalna Residences of London wish to enter into a exit agreement and have the housing project, located at 870 Jalna Woods, known as Jalna Woods' project, exit the *Housing Services Act*, 2011;

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

1. The Exit Agreement between Odell-Jalna Residences of London and The Corporation of the City of London and its schedule, the Rent Supplement Agreement between Odell-Jalna Residences of London, Homes Unlimited (London) Inc. and The Corporation of the City of London attached hereto as Schedule "I" (the "Agreement") are hereby authorized and approved.
2. The Deputy City Manager, Planning and Economic Development is authorized to approve amendments to the Agreement approved under section 1 of this bylaw.
2. The Mayor and City Clerk are authorized to execute the Agreement.
3. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute future exit agreements and rent supplement agreements between The Corporation of the City of London, Odell-Jalna Residences of London and Homes Unlimited (London) Inc.
4. 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 April 2, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan

Mayor

Michael Schulthess

City Clerk

First Reading – April 2, 2024

Second Reading – April 2, 2024

Third Reading – April 2, 2024

EXIT AGREEMENT

BETWEEN:

ODELL-JALNA RESIDENCES OF LONDON

(Hereinafter called the " Odell-Jalna")

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the " City")

WHEREAS section 68.1 of the *Housing Service Act*, 2011, S.O. 2011, c. 6, Sched. 1 permits the parties to enter into an exit agreement providing that a housing project ceases to be a designated housing project;

AND WHEREAS the City is the Service Manager under the *Housing Services Act*, 2001 S.O. 2011, c. 6, Sched. 1;

WHEREAS Odell-Jalna is the owner of the housing project on the Subject Lands;

AND WHEREAS The City and Odell-Jalna intend for the Odell-Jalna housing project to cease to be designated as a housing project and to be removed from regulation O. Reg. 368/11 as it has reached the end of its mortgage;

AND WHEREAS Odell-Jalna will continue to accommodate households who occupy units in the housing project and the parties have agreed to a plan whereby Odell-Jalna will continue to deliver rent-geared-to income assistance for the units;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency are expressly acknowledge, Odell-Jalna and the City agree as follows:

1. INTERPRETATION

1.1 In this Agreement, including its Schedules unless the context requires otherwise:

"Act" means *Housing Services Act*, 2011, S.O. 2011, c. 6, Sched. 1;

"Agreement" means this agreement entered into between The Corporation of the City of London herein described as the "City", and Odell-Jalna Residences of London, herein described as "Odell-Jalna", and includes all of the schedules listed and any amending agreement entered into;

"Effective Date" means the date set out in Section 2, on which the term of this Agreement commences;

"Housing Project" or "Project" means the project titled Jalna Woods municipally known as 870 Jalna Boulevard, London ON, N6E 3C7 on the Subject Lands;

"Minister" means the Minister of Municipal Affairs and Housing;

"Subject Lands" means the property and buildings as the context may require on the lands described in Schedule "B".

2. TERM

- 2.1 The Term of the Agreement will commence thirty (30) days following the date on which the notice under s. 2.2 is provided to the Minister and shall continue for a period of twenty (20) years.
- 2.2 Upon execution of this Agreement, Odell-Jalna and the City shall jointly provide notice to the Minister in writing of their intention that the housing project cease to be a designated housing project. The joint notice shall conform with the requirements of s. 86.2(1) of O.Reg 367/11 to the Act. The joint notice shall be signed by one (1) representative of the City and one (1) representative of Odell-Jalna.
- 2.3 This Agreement shall continue in effect after the end of the term until the parties enter into a new exit agreement and the exit agreement takes effect.

3. HOUSING PROJECT

- 3.1 Odell-Jalna confirms that the housing project is not subject to a pre-reform operating agreement that remains in effect and is not subject to a mortgage guaranteed by the Province of Ontario that relates to a transferred housing program. All households who occupy units in the housing project shall continue to receive rent-geared-to-income assistance.

4. REGISTRATION

- 4.1 Odell-Jalna shall register on title at its expense:
- a) This Agreement or a notice of the Agreement in the Land Registry Division or Land Titles Division of the appropriate Land Registry Office in respect of the lands described in Schedule "B";
 - b) A restriction, pursuant to section 118 of the *Land Titles Act*, R.S.O. 1990, c.L.5, that no transfer of the fee simple interest or leasehold interest be made unless the consent of the City is given.
- 4.2 Odell-Jalna's solicitor shall provide written confirmation to the City that the Agreement and restriction described above have been registered on title within fifteen (15) days of the effective date of the Agreement.

5. CONTINUED DELIVERY OF RENT-GEARED-TO-INCOME (RGI) ASSISTANCE

- 5.1 Odell-Jalna shall operate the housing project in accordance with the Rent Supplement Agreement attached as Schedule A.
- 5.2 If the Rent Supplement Agreement is terminated by the City, Odell-Jalna shall continue to provide all households who occupy units in the housing project as of the effective date of the Agreement rent-geared-to-income assistance for the term of this Agreement and the parties shall enter into a plan which complies with the requirements of the Act and its regulations prior to the date on which the Rent Supplement Agreement is terminated.

6. CORPORATE RESTRICTIONS

- 6.1 Odell-Jalna shall:

- a) Maintain itself as a non-profit corporation;
- b) Meet the legislative requirements of a non-profit corporation; and
- c) Not alter, supersede, or cancel its articles of incorporation or letters patent or any by-law which would create an inconsistency with this Agreement without the consent of the City. The City shall consent to a merger between Odell-Jalna and Homes Unlimited (London) Inc. with respect to this housing project only provided that Homes Unlimited (London) Inc. enters into an agreement of assignment and assumption for this Exit Agreement and the Rent Supplement Agreement.

7. OPERATION OF HOUSING PROJECT BY ANOTHER PROVIDER

- 7.1 Should Odell-Jalna wish to transfer the Subject Lands to Homes Unlimited (London) Inc. during the term of the Agreement, the City shall consent to such transfer, provided Homes Unlimited (London) Inc. enters into an agreement of assignment and assumption for this Exit Agreement and the Rent Supplement Agreement.

8. AUDIT AND ACCOUNTABILITY

- 8.1 The City may conduct an audit, investigation, or inquiry in relation to the Agreement and Odell-Jalna shall cooperate and provide free access to such staff, documents, books, records, and accounts as may be determined by the City within 15 days. For clarity, the audit shall not include the personal information of any tenants of Market Rent Units.

9. EXPENSES OF CITY

- 9.1 Should the City incur any expenses in exercising their remedies under this Agreement, the City may bill Odell-Jalna for expenses incurred and the Odell-Jalna shall reimburse the City. The parties agree that the City may elect to recover such debt by reducing the amount of any payment that would otherwise be payable by the City to Odell-Jalna pursuant to this Agreement.

10. ARBITRATION

- 10.1 In the event the parties are unable to resolve a dispute, difference of opinion or question relating to this Agreement, despite their best efforts at negotiations in good faith, the parties shall submit the matter to arbitration by a single arbitrator, chosen by the parties, who shall be a member in good standing of the Law Society of Ontario.
- 10.2 If the parties are unable to agree on an arbitrator, an arbitrator shall be appointed, pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, (hereinafter referred to as "AA").
- 10.3 The arbitration award shall be final and binding on the parties and shall not be subject to appeal.
- 10.4 Each party shall pay its own costs and one-half (1/2) of the fees and expenses of the arbitrator.
- 10.5 Except as otherwise provided for in this Section, the arbitration shall proceed in accordance with the AA.

11. NOTICE

- 11.1 All notices required by this Agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

Notice to the City shall be addressed to:

The City Clerk
The Corporation of the City of London
300 Dufferin Avenue, Box 5035 London, ON N6A 4L9

Notice to Odell-Jalna shall be addressed to:

Odell-Jalna Residences of London
c/o M.F. Arnsby Property Management
924 Oxford Street
London, ON N5Y 3J9

- 11.2 All notices so sent shall be deemed to have been received by either party on the date of delivery or on the fifth (5th) business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays, and statutory holidays in the Province of Ontario.
- 11.3 The above address of either party may be changed by giving the other party written notice of the new address.
- 11.4 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

12. PARTIAL SEVERABILITY

- 12.1 If any part of this Agreement is rendered invalid or illegal, the remainder of this Agreement continues to apply.

13. HEADINGS

- 13.1 The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

14. AMENDMENTS

- 14.1 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the parties unless made in writing signed by each of them.

15. ENUREMENT

- 15.1 This Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns. This Agreement may not be assigned by Odell-Jalna without the prior written consent of the City.

16. GOVERNING LAW

16.1 This Agreement shall be governed and interpreted in accordance with the laws of Ontario applicable to this Agreement and shall be treated in all respects as an Ontario contract. The parties specifically submit to the exclusive jurisdiction of the courts of Ontario.

17. EXECUTION

17.1 Odell-Jalna acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

18. SURVIVAL

18.1 The provisions relating to, indemnity shall survive termination or expiry of this Agreement.

19. SCHEDULES

19.1 The following Schedules are attached to and form part of this Agreement:

Schedule "A" Rent Supplement Agreement

Schedule "B" Subject Lands

In Witness Whereof the parties hereto have executed this Agreement.

Signed this ____ of _____, 2024

Odell-Jalna Residences of London

Per: _____

Per: _____

I / We have the authority to bind the Corporation

The Corporation of the City of London

Per: _____

Per: _____

Schedule “A”

RENT SUPPLEMENT AGREEMENT

BETWEEN:

ODELL-JALNA RESIDENCES OF LONDON

(Hereinafter called “Odell Jalna”)

-and-

HOMES UNLIMITED (LONDON) INC.

(Hereinafter called “Homes Unlimited”)

- and –

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the “City”)

WHEREAS the City and Odell-Jalna have entered into an Exit Agreement pursuant to Section 68.1 of the Act providing that the designated housing project(s) owned by Odell-Jalna will cease to be a designated housing project pursuant to the *Housing Services Act*;

AND WHEREAS Odell-Jalna wishes to continue to provide the same total number of rent-g geared-to-income units at the Subject Lands;

AND WHEREAS Odell-Jalna and Homes Unlimited wish to fill vacancies in existing RGI units by distributing them in residential buildings owned by Odell-Jalna or Homes Unlimited in order to create mixed communities of RGI units, affordable housing units and market rent units within the portfolios of Odell-Jalna and Homes Unlimited;

NOW THEREFORE Odell-Jalna and the City agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, including its Schedules unless the context requires otherwise:

“Agreement” means this Rent Supplement Agreement;

“2022 AMR” means the average market rent for a rental housing unit, by unit type, as published by CMHC for the London CMA for 2022

“AMR” means the average market rent for a rental housing unit, by unit type, as published by CMHC for the London CMA;

“Exit Agreement” means the Exit Agreement to which this Rent Supplement Agreement is attached as Schedule “A”;

“Owner” means the owner of the building in which an RGI Unit is located;

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;

“PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined in PIPEDA;

“Market Rent Units” means the residential units in the building on the Subject Lands, municipally known as 870 Jalna Woods occupied by tenants not receiving rent-geared-to-income assistance;

“Rent Supplement Agreement” or “Agreement” means this agreement entered into between The City, Odell Jalna and Homes Unlimited;

“Rent” means rent as defined in the RTA;

“RTA” or “*Residential Tenancies Act*” means the *Residential Tenancies Act, 2006, S.O. 2006, c. 17*;

“Subject Lands” means the property and buildings as the context may require on the lands described in Schedule “2”.

“Tenant” means a tenant living in an RGI Unit;

“Rent-geared-to-income-assistance” means financial assistance provided in respect of a household to reduce the amount the household must otherwise pay to occupy a unit;

“RGI Unit” or “RGI Units” means a unit or units required to be provided under this Rent Supplement Agreement for households receiving rent-geared-to-income-assistance.

2. JALNA WOODS’ PROJECT MANDATE

2.1 870 Jalna Woods, known as Jalna Woods’, project mandate is Families.

3. TERM

3.1 The term of this Agreement shall commence on the effective date of the Exit Agreement and shall continue for a twenty (20) year term unless terminated in accordance with section 23.

3.2 If one or more households occupying units in the Housing project located on the Subject Lands are, on the date immediately before the effective date of this Agreement, receiving rent-geared-to-income assistance under Part V of the Act, such households shall continue to receive rent-geared-to-income assistance in accordance with their existing rights.

4. RENT GEARED TO INCOME UNITS

4.1 Odell-Jalna shall provide a minimum of fifty (50) RGI Units at eighty per cent (80%) of 2022 AMR on the Subject Lands.

4.2 If on the effective date of the Agreement, Odell-Jalna is not providing fifty (50) RGI Units due to vacancies, Odell-Jalna shall fill vacant units from the City’s waitlist until its obligations to provide fifty (50) RGI Units have been satisfied.

4.3 Odell-Jalna and the City may agree to provide further RGI units under the Agreement.

- 4.4 Once a household has vacated one of the fifty (50) RGI Units, Odell-Jalna may fill such vacancy in a residential building owned by Odell-Jalna or Homes Unlimited provided the following conditions have been met:
- i. Odell-Jalna provides notice of the vacancy within seven (7) days to the City;
 - ii. Odell-Jalna makes a written request to place the RGI Unit in a building owned by Odell-Jalna or Homes Unlimited; such request will identify the address of the property, the size of the unit and such further information as the City may require;
 - iii. Odell-Jalna receives approval from the City to move the RGI Unit to the building identified in the request.
- 4.5 The City's approval for an RGI Unit to be moved into a residential building owned by Odell-Jalna or Homes Unlimited shall not be unreasonably withheld, delayed, or conditioned.
- 4.6 If the City approves an RGI Unit moving to another building owned by Odell-Jalna or Homes Unlimited, the owner of such building shall comply with all obligations of the Owner under this Agreement.
- 4.7 The City's approval to move the RGI Unit to another building does not relieve Odell-Jalna of its obligations to provide a minimum of fifty (50) RGI Units in accordance with the Agreement; Should Odell-Jalna or Homes Unlimited fail to provide an RGI Unit which has been moved to another building during the term of this Agreement or comply with the obligations of the Owner under this Agreement, Odell-Jalna shall be responsible to provide the 50 RGI Unit(s) on the Subject Lands.
- 4.8 No more than thirty (30) RGI Units may be moved into a building owned by Homes Unlimited or Odell-Jalna.
- 4.9 The fifty (50) RGI Units provided by Odell-Jalna under this Agreement will at no time fulfill either Odell-Jalna's or Homes Unlimited's obligations under any funding agreement wherein Odell-Jalna or Homes Unlimited has agreed to provide affordable housing units in exchange for municipal funding. For clarity, no RGI Unit shall be considered an affordable unit under a funding agreement for affordable housing.

5. MARKET RENT UNITS

- 5.1 The Rent for the Market Rent Units at 870 Jalna Woods shall not exceed eighty (80%) AMR during the term of the Agreement.
- 5.2 The rent has been determined in accordance with the Financial Plan dated February 13, 2024 which is hereby incorporated into the Agreement.
- 5.3 The Financial Plan for Jalna Woods shall be reviewed at a minimum every five (5) years. The City may authorize a change in the rent for the Market Rent Units.

6. RENT SUPPLEMENT

- 6.1 The Owner shall provide the name and contact information for the Tenants living in the RGI Units as of the effective date of this Agreement to the City within thirty (30) days of the effective date of the Agreement.
- 6.2 The City shall determine the eligibility of the Tenants living in the RGI Units

- during the term of the Agreement.
- 6.3 The City shall determine the eligibility of all future persons referred to the Owner in the event of a vacancy in an RGI Unit.
 - 6.4 The Rent Supplement for the RGI Unit is conditional on the Owner complying with this Agreement.
 - 6.5 The Rent for the RGI Units shall be 80% of the 2022 AMR. For clarity, the 2022 AMR for a two-bedroom unit is \$1,132 and the 2022 AMR for a three-bedroom unit is \$1,155. The Rent Supplement for the RGI Units will be calculated by the City and shall be the difference between the geared to income portion of the rent the City has stipulated be collected from the Tenant of an RGI Unit for a given month and the 2022 AMR for the RGI Unit.
 - 6.6 The City shall make the Rent Supplement payment on a monthly basis, in advance, on the first day of the month.
 - 6.7 The Owner shall collect from the Tenant(s) in an RGI Unit only that portion of the Rent set by the City.
 - 6.8 The Owner shall change the portion of the rent collected from each Tenant in an RGI Unit, as directed by the City;
 - 6.9 If an RGI Unit has been vacated or abandoned by a tenant without at least one (1) month's prior notification to the Owner, the City shall pay to the Owner, while the vacancy continues, an amount not exceeding 80% of the 2022 AMR for the unit for the month immediately following that in which the vacancy occurs. If the RGI Unit remains vacant despite diligent efforts by the Owner to lease same, the City shall pay an amount not exceeding fifty per cent (50%) of 80% of the 2022 AMR for the RGI Unit for the second month following the occurrence of such vacancy. The City shall make no further payments thereafter with respect to the RGI Unit, until the RGI Unit has been leased to and occupied by a Tenant.
 - 6.10 If a vacancy of a RGI Unit occurs following at least one (1) month's prior notification given by the Tenant or occurs by reason of a notice of termination or an eviction served or carried out by the Owner, the City shall pay to the Owner an amount not exceeding fifty per cent (50%) of 80% of the 2022 AMR for the RGI Unit for the month immediately following the vacancy, but shall make no further payments thereafter, until the RGI Unit has been leased to and occupied by a Tenant.
 - 6.11 The Owner shall submit its requests for rent supplements to the City, together with all required supporting reconciliation statements, in a form satisfactory to the City and at regular intervals established by the City, which intervals shall not be more often than monthly and not less often than annually. Following its review and approval of such requests and supporting statements, the City shall make any necessary adjustments to its applicable rent supplements to the Owner.
 - 6.12 Notwithstanding the payments made by the City, pursuant to this Agreement, no relationship between landlord and tenant shall exist between the City and the Tenants or tenants of Market Rent Units.
 - 6.13 The City shall not be responsible to the Owner for any breach of or failure by any Tenants or tenants of Market Rent Units to observe any of the terms of their lease with the Owner, including the covenant to pay rent.
 - 6.14 The sole responsibility of the City to the Owner shall be limited to the payments required pursuant to this Agreement.
 - 6.15 The City shall have no liability under this Agreement should Council fail to approve the budget for the Rent Supplement provided herein.

- 6.16 It is understood, for the purpose of this Agreement, that neither the City nor the Province are tenants or Tenants.

7. REPORTING

- 7.1 The Owner shall submit a completed annual report in the form satisfactory to the City annually by January 30th for the previous year.

8. ANNUAL FINANCIAL STATEMENTS, RECORDS RETENTION AND AUDIT

- 8.1 The Owner shall provide the City a copy of its annual audited financial statements annually within five (5) months of the end of its fiscal year.
- 8.2 The Owner shall retain its financial records and its records relating to the Agreement for at least seven (7) years after the end of the fiscal year to which the record relates.
- 8.3 The City may conduct an audit, investigation, or inquiry in relation to the Agreement and the Owner shall comply and provide the City free access to such staff, documents, books, records, and account as may be determined by the City within 15 days, but for clarity shall not include any personal information of tenants of Market Rent Units

9. LEASING OF UNITS

- 9.1 The Owner shall lease the RGI Units only to such persons as shall be referred to it by the City during the term of the Agreement.
- 9.2 The City shall refer a minimum of three (3) qualified applicants to the Owner from the City of London's internal waitlist every time an RGI Unit becomes available and in accordance with the Owner's mandate.
- 9.3 The Owner shall select one (1) of the applicants for the RGI Unit.
- 9.4 The Owner may refuse to offer an RGI Unit to a household solely on the grounds and in accordance with the process requirements outlined in section 50 of O. Reg. 367/11 to the Act. The Owner may not refuse to offer a unit to a household where a tenant is in arrears and:
- a) the tenant has entered into a repayment agreement;
 - b) the monthly payment set in the repayment agreement does not exceed ten per cent (10%) of the repayment amount; and
 - c) the tenant is in compliance with the monthly repayment agreement.
- 9.5 The Owner shall not require the payment of the last month's rent, in advance, from any Tenant in an RGI Unit.
- 9.6 The Owner shall after selecting one (1) of the applicants for a unit, prepare and have executed a lease, in its standard form, for the unit, with that applicant; each lease printed or stamped with the words Rent Supplement subsidized by The Corporation of The City of London.
- 9.7 The Owner shall provide the City with one (1) copy of the executed lease, within thirty (30) days of its execution;
- 9.8 The Owner shall give one (1) copy to the City of any order affecting an RGI Unit, made under the RTA, within fourteen (14) days of receipt by the Owner;

- 9.9 The Owner shall not allow a Tenant to sublet or assign their lease in an RGI Unit;
- 9.10 The Owner shall permit a Tenant to terminate their tenancy, at any time during the term, on sixty (60) days written notice, provided such notice is effective on the last day of a month, and forward to the City a copy of any notice given to the Owner, by the tenant, within five (5) business days;
- 9.11 The Owner shall notify the City, in writing, if the Owner gives a notice of termination to a Tenant or evicts a Tenant from an RGI unit, within five (5) business days of the event.

10. DISCLOSURE TO CITY

- 10.1 The City shall provide the Owner with a list of individuals in the household who are eligible to live in an RGI Unit.
- 10.2 The Owner shall notify the City within fifteen (15) days if an individual who is eligible to live in the subsidized unit vacates the RGI Unit.
- 10.3 The Owner shall notify the City within fifteen (15) days of an individual who is not eligible to live in the subsidized unit moving into said RGI Unit.
- 10.4 The Owner shall track and report vacancies and move-outs with any RGI Units within five (5) days. RGI Units are considered vacant if all members of the household cease to occupy the unit for a period of sixty (60) consecutive days.
- 10.5 The Owner shall notify the City of any market tenant living at 870 Jalna Blvd who has become unable to pay their rent and refer them to the City to determine if the household is eligible rent-geared-to-income-assistance. The City shall determine whether the unit will receive a Rent Supplement.
- 10.6 The Owner shall comply with any further disclosure requirements that the City may require from time to time.

11. CONFLICT OF INTEREST

- 11.1 The Owner shall have a Conflict of Interest Bylaw that contains at minimum the requirements of the local standard set by Housing Division Notice #2013-188, as may be amended or replaced by a subsequent local standard established by the City.

12. INTERNAL TRANSFER

- 12.1 Within fifteen (15) days of receiving a notice by the City that a household is overhoused and upon the City's request, the Owner shall place the household on an internal waitlist for a suitably sized RGI Unit.
- 12.2 When the Owner has identified that a suitable sized unit is available, Owner shall notify the City that the household from its internal waitlist will be offered said RGI Unit.
- 12.3 The Owner will offer the RGI Unit to the household from its internal waitlist for the suitable sized unit before accessing the City's internal waitlist.
- 12.4 The Owner will notify the City if the offer of housing was accepted or rejected by the household.

13. OPERATION OF THE UNITS

- 13.1 The City may establish and amend policies and provide the Owner thirty (30) days' notice of said policies or policy amendments by email.

- 13.2 The Owner shall operate all RGI Units in accordance with all policies as designated by the City.
- 13.3 The Owner shall treat the Tenants in the same manner and afford them the same privileges as are afforded to its other tenants.
- 13.4 The Owner shall keep the units and the building in which the units are located, in a good and substantial state of repair, clean and fit for habitation.
- 13.5 The Owner shall establish rules for temporary accommodation of guest in its RGI units and shall provide a copy of the rules to the City. The City shall approve the rules at its sole discretion and the Owner shall make any changes to its rules required by the City.

14. PROTECTION OF TENANT INFORMATION AND INFORMATION SHARING WITH CITY

- 14.1 The Owner shall treat as confidential and shall not divulge to anyone, except the City, at any time, during or following the term of this Agreement or any renewal or extension thereof, any information or document given to or acquired by it, relating to the Tenants, without the prior written consent of the City.
- 14.2 The Owner shall preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the City.
- 14.3 The Owner shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects during the course of completing its obligations pursuant to this Agreement.
- 14.4 The Owner shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the City.
- 14.5 The Owner shall provide the City with current rent rolls, when requested, for the building(s) in which the RGI Units are located.
- 14.6 The Owner shall assist and provide information and documentation to the City to allow the City to complete the City's Provincial and other reporting requirements for the Program.

15. INDEMNIFICATION

- 15.1 Odell-Jalna and Homes Unlimited shall indemnify and save harmless the City from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the RGI Units including claims arising out of negligence of the Odell-Jalna or Homes Unlimited and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Odell-Jalna or Homes Unlimited. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.
- 15.2 Odell-Jalna and Homes Unlimited agree to each purchase and maintain, during the term of this Agreement third-party liability insurance in a limit of not less than five million dollars (\$5,000,000) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement. This insurance shall include the City as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.

- 15.3 Odell-Jalna and Homes Unlimited further agree to each purchase and maintain insurance policies that a prudent manager of similar premises would maintain for each property in which a RGI Unit is located and, without limiting those types of policies, at least the following:
- a) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000);
 - b) All risks property insurance (including flood and earthquake) in an amount equal to the full replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000).=
- 15.4 Odell-Jalna and Homes Unlimited shall each advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder . If the Odell-Jalna or Homes Unlimited fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the City shall have the right, upon notice to the Odell-Jalna or Homes Unlimited and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Odell-Jalna or Homes Unlimited and all outlays by the City shall be payable by Odell-Jalna or Homes Unlimited, as applicable, to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Odell-Jalna or Homes Unlimited of their respective obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Odell-Jalna or Homes Unlimited.
- 15.5 Odell-Jalna and Homes Unlimited shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. Evidence that the insurance described herein is in force shall be provided to the City prior to commencement of the Agreement and thereafter once annually at least ten (10) clear days prior to the renewal date of the policy, and that the insurance will not be cancelled or permitted to expire unless the insurer notifies the City in writing at least thirty (30) days prior to such cancellation.
- 15.6 Further, Odell-Jalna and Homes Unlimited shall require all professionals involved with the Project to carry professional (errors and omissions) liability insurance in an amount not less than two million dollars (\$2,000,000) and make reasonable efforts to verify such insurance is in force throughout the period of the work.
- 15.7 Odell-Jalna and Homes Unlimited agree to obtain for its employees and to require all designated consultants, designated contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and Insurance Board coverage and to ensure that such coverage continues in effect throughout the period of the work.

16. RESERVES

- 16.1 Odell-Jalna shall establish and fund annually a Replacement Capital Reserve Fund in such an amount adequate to address necessary future capital expenditure needs.
- 16.2 Odell-Jalna shall use the Replacement Capital Reserve Fund for replacement of capital expenditures to keep the units and the building in which the units are located, in a good and substantial state of repair, clean and fit for habitation.

17. EVENT OF DEFAULT

- 17.1 Any of the following events will constitute an event of default (each an “**Event of Default**”) by the Odell-Jalna or Homes Unlimited under this Agreement:
- a) Odell-Jalna or Homes Unlimited fails to observe or comply with any term of this Agreement, in whole or in part;
 - b) Odell-Jalna or Homes Unlimited fails to remain in good corporate standing;
 - c) Odell-Jalna or Homes Unlimited is in breach of or fails to comply with any applicable law, regulation, license, permit or City policy;
 - d) any representation or warranty made by the Odell-Jalna or Homes Unlimited under this Agreement is found to be untrue or incorrect;
 - e) Odell-Jalna or Homes Unlimited knew or ought to have known any information, statement, certificate, report or other document provided by, or on behalf of, the Odell-Jalna or Homes Unlimited pursuant to, or as a result of this Agreement, is untrue or incorrect;
 - f) Odell-Jalna or Homes Unlimited incurs an expenditure or an accumulated deficit that is, in the opinion of the City, substantial and excessive;
 - g) in the opinion of the City, acting reasonably, Odell-Jalna or Homes Unlimited has failed to operate the building on the Subject Lands properly.

18. NOTICE OF DEFAULT AND CURE PERIOD

- 18.1 On the occurrence of an Event of Default, the City will provide written notice to the Odell-Jalna or Homes Unlimited which sets out the nature of the default, what, if anything, the Odell-Jalna or Homes Unlimited must do or refrain from doing to rectify the default and the date by which the breach must be rectified (the “**Cure Period**”). The Cure Period shall be a minimum of thirty (30) days from the receipt of the notice of default.

19. MATERIAL DEFAULT

- 19.1 Any of the following events will constitute a material default (each a “**Material Default**”) by the Odell-Jalna or Homes Unlimited under this Agreement:
- a) Odell-Jalna or Homes Unlimited becomes bankrupt or insolvent, takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;
 - b) steps are taken or proceedings are commenced by any person to dissolve or wind up the Odell-Jalna or Homes Unlimited;
 - c) Odell-Jalna or Homes Unlimited ceases or threatens to cease to carry on business in the normal course;
 - d) a trustee receiver, receiver and manager or similar person is appointed with respect to the business or assets of the Odell-Jalna or Homes Unlimited;
 - e) any assets of Odell-Jalna or Homes Unlimited are seized under execution or attachment;

- f) Odell-Jalna or Homes Unlimited has operated the Project in a way that has resulted in significant physical deterioration of the Project affecting its structural integrity or danger to the health or safety of the residents of the Project;
- g) Odell-Jalna or Homes Unlimited has not rectified an event of default following the Cure Period.

20. REMEDIES

- 20.1 In the event that a Material Default has occurred or Odell-Jalna or Homes Unlimited fails to remedy an Event of Default before the expiry of the applicable Cure Period, the City may, without prejudice to the City obtaining any other remedy they may be entitled to:
- a) reduce, suspend or discontinue payment of any Rent Supplement or contribution that would otherwise be payable by the City to Odell-Jalna or Homes Unlimited under this Agreement;
 - b) demand the repayment of an amount equal to any payment the City provided Odell-Jalna or Homes Unlimited following the event of Material Default or any amount that was not used for the purpose of the Rent Supplement;
 - c) demand the payment of the amount required to subsidize housing for individuals in the RGI units as of the effective date of the Agreement for the remaining term of the Agreement;
 - d) Odell-Jalna or Homes Unlimited will not be permitted to participate in any future affordable housing development opportunities.
- 20.2 Odell-Jalna and Homes Unlimited acknowledges that the City's remedies are cumulative and not mutually exclusive.

21. NON-WAIVER

- 21.1 No consent or waiver, expressed or implied, by the City of any default by Odell-Jalna or Homes Unlimited in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure of the City to complain of any act or failure to act by Odell-Jalna or Homes Unlimited or to declare Odell-Jalna or Homes Unlimited in default, irrespective of how long that failure continues, is not a waiver by the City of its rights under this Agreement.

22. RENEWAL

- 22.1 This Agreement shall automatically renew itself, on the same terms and conditions, including this provision for automatic renewal, unless:
- a) The City terminates this Agreement on sixty (60) days notice;
 - b) The Exit Agreement is replaced with an exit agreement that meets the prescribed requirements under the Act.

23. TERMINATION

- 23.1 The City may terminate the Agreement on sixty (60) days notice.
- 23.2 If the Rent Supplement Agreement is terminated by the City, Odell-Jalna shall continue to provide all households who occupy units on the Subject Lands as of the effective date of the agreement rent-gearred-to-income assistance for the term of this Agreement.

24. ARBITRATION

- 24.1 In the event the parties are unable to resolve a dispute, difference of opinion or question relating to this Agreement, despite their best efforts at negotiations in good faith, the parties shall submit the matter to arbitration by a single arbitrator, chosen by the parties, who shall be a member in good standing of the Law Society of Ontario.
- 24.2 If the parties are unable to agree on an arbitrator, an arbitrator shall be appointed, pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, (hereinafter referred to as "AA").
- 24.3 The arbitration award shall be final and binding on the parties and shall not be subject to appeal.
- 24.4 Each party shall pay its own costs and one-half (1/2) of the fees and expenses of the arbitrator.
- 24.5 Except as otherwise provided for in this Section, the arbitration shall proceed in accordance with the AA.

25. NOTICE

- 25.1 All notices required by this Agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

Notice to the City shall be addressed to:

The City Clerk
The Corporation of the City of London
Dufferin Avenue, Box 5035 London, ON N6A 4L9

Notice to the Owner shall be addressed to:

Odell-Jalna Residences of London
c/o M.F. Arnsby Property Management
924 Oxford Street
London, ON N5Y 3J9

Homes Unlimited
[insert]

- 25.2 All notices so sent shall be deemed to have been received by the Owner on the date of delivery or on the fifth (5th) business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every

day except Saturdays, Sundays, and statutory holidays in the Province of Ontario.

- 25.3 The above address of either the City or the Owner may be changed by giving the other party written notice of the new address.
- 25.4 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

26. PARTIAL SEVERABILITY

- 26.1 If any part of this Agreement is rendered invalid or illegal, the remainder of this Agreement continues to apply.

27. HEADINGS

- 27.1 The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

28. AMENDMENT

- 28.1 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Owner unless in writing signed by each of them.

29. ENUREMENT

- 29.1 This Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns. This Agreement may not be assigned by Odell-Jalna or Homes Unlimited without the prior written consent of the City.

30. GOVERNING LAW

- 30.1 This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this Agreement, and shall be treated in all respects as an Ontario contract. The Owner and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

31. EXECUTION

- 31.1 Odell Jalna and Homes Unlimited each acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

32. SURVIVAL

- 32.1 The provisions relating to, indemnity shall survive termination or expiry of this Agreement.

33. SCHEDULES

- 33.1 The following Schedules are attached to and form part of this Agreement:

Schedule "1" Project Information Form
Schedule "2" Subject Lands

In Witness Whereof the parties hereto have executed this Rent Supplement Agreement.

Signed this _____ of _____, 2024

Odell-Jalna Residences of London

Per: _____

Per: _____

I / We have the authority to bind the Corporation

Homes Unlimited (London) Inc.

Per: _____

Per: _____

I / We have the authority to bind the Corporation

The Corporation of the City of London

Per: _____

Per: _____

SCHEDULE “1”

PROJECT INFORMATION FORM

Rent Supplement Agreement

City – City of London

Project Name: Jalna Woods

Official Name of Odell-Jalna: ODELL-JALNA RESIDENCES OF LONDON

Odell-Jalna Address and Contact Information: XXXXXXX, 870 Jalna Boulevard,
London ON, N6E 3C7

Phone: (XXX)XXX-XXXX Fax: (XX)XXX-XXXX Email:

Odell-Jalna Type:

- private sector municipal non-profit co-operative partnership
 private non-profit, charitable corporation other
-

Project Information

Total Number of Units in Project: Sixty-Four (64) with fifty (50) designated as RGI

Included in Rent: Parking Heat Electricity Water

Total Project Units

Unit Type	Number of Units	Unit Sizes	2022 Rents	Included in Rent
Two bedroom	26	XXX sf	\$1,132	
Three bedroom	38	XXX sf	\$1,155	
Total	64			

RGI Market Rents (50 RGI Units)

Unit Type	Number of Units	Unit Sizes	2022 Rents	Included in Rent
Two bedroom	20	XXX sf	\$1,132	
Three bedroom	30	XXX sf	\$1,155	
Total	50			

Note: minimum designated RGI units can be any combination of the unit type available

Schedule "2"

Subject Lands

Municipal Address: 870 Jalna Blvd.

PIN: 08498-0351 (LT)

Description:

PARCEL A-3, SECTION M14 PT BLK A PLAN M14, PTS 1, 2 & 3 33R6976; S/T PT 2 33R6976 AS IN WU25902, 145699 & 363134 LONDON/WESTMINSTER

Schedule "B"

Subject Lands

Municipal Address: 870 Jalna Blvd.

PIN: 08498-0351 (LT)

Description:

PARCEL A-3, SECTION M14 PT BLK A PLAN M14, PTS 1, 2 & 3 33R6976; S/T PT 2 33R6976 AS IN WU25902, 145699 & 363134 LONDON/WESTMINSTER

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: Renovictions - Initial Research Report
Date: March 18, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, this information report **BE RECEIVED**.

Executive Summary

Structural displacement, more commonly referred to as renoviction, is affecting citizens around the world, including here in London. In the Canadian context, New Westminster and Burnaby British Columbia have been at the forefront of the municipal response to the tenant/landlord relationship set out in the BC Residential Tenancy Act. Recently, Hamilton ON passed a by-law to license landlords once they have filed an N13 Notice with the Landlord Tenant Board, as per the Ontario Residential Tenancies Act.

Council has requested that Civic Administration research the scope of the problem and report back with their findings. Based on academic research and direct communication with other municipalities, external service providers, and City of London Staff, Civic Administration submits their findings on the nature and scope of the renoviction issue, concluding that the next steps should be to explore a multi-layered tenant support program centred around a renoviction by-law.

Linkage to the Corporate Strategic Plan

The issue of renovictions has linkages to the following the areas of focus: *'Housing and Homelessness,' 'Wellbeing and Safety,'* and a *'Well-run City.'*

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

None

1.2 January 24, 2024, Council Resolution

In January of 2024, Civic Administration were directed to:

"That the following actions be taken with respect to Municipal Options to Limit or Prevent Renovictions:

a) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee (CPSC) with recommendations on a spectrum of municipal options to limit or prevent renovictions, including but not limited to amendments to or new municipal by-laws, policies and programs, by the end of Q3 of 2024;

b) the communications from Mayor Morgan, Deputy Mayor Lewis and Councillor Cuddy and Councillor Trosow, as appended to the Agenda and the Added Agenda BE RECEIVED and BE REFERRED to Civic Administration for

consideration with respect to including the potential operational value of N12-N13 filing requirements in the report back; and,

c) the Civic Administration BE REQUESTED to include, in the report back, the feasibility and impact of extending the Residential Rental Unit Licence applicability beyond the current unit limit, to include the possible extension to all multi-unit residential dwellings of up to and including 4 storeys in height or less, and including those units contained in sub levels;

it being noted that this does not prevent the CPSC from considering additional motions around property standards compliance matters at a future meeting. (2023-C09) (4.2/2/CPSC)”

This information report is intended to provide background information regarding item a) of this motion, focusing on renovictions due to the urgency of that issue, and report out on the other matters such as extending rental licensing in a future report to CPSC as directed. The following sections provide the Ontario’s provincial policy context followed by a summary of research on policies established by several municipalities that are national leaders in addressing renovictions.

1.3 Provincial Policy Context: Renovictions & the Ontario Residential Tenancies Act

The process described below, whereby a landlord seeks to formally evict a tenant to renovate a vacated unit is a part of a phenomenon that is commonly referred to as ‘renoviction’. The term renoviction has been used in academic literature and the media to describe a wide range of eviction and displacement processes. Whether formal or informal, registered with the Landlord Tenant Board, or simply used as leverage, sometimes even used to describe a process that doesn’t involve renovations, this phenomenon is having a negative impact on tenants locally, nationally, and internationally, in many ways.

Broadly, the purposes of the Ontario Residential Tenancies Act (ORTA) are to *“...provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential Landlords and Tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.”*

The ORTA establishes a framework for the regulation of residential rentals to balance the tenant/landlord relationship. Specifically with regard to evictions for the purposes of “demolition, repair, or conversion” in Ontario, if a landlord requires vacant possession of a unit, they must provide a tenant(s) with a 120 day *“Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use”*. This Notice is known as a “N13”. A N13, when applied formally, must also be accompanied by an *“Application to End a Tenancy and Evict a Tenant”* (Form L2).

If, after the landlord issues an N13 Notice a tenant does not indicate that they will be moving back into the unit once renovations are complete, the ORTA requires that:

- the landlord must either provide an amount equal to at least three months' rent or offer the tenant another rental unit that is acceptable to the tenant, if the residential complex has 5 or more units.
- the landlord must either provide at least one month's rent, or another acceptable unit, in buildings of 4 or less units.

Alternatively, if after receiving a N13 Notice the tenant indicates (in writing) their desire to return to the unit being renovated, the landlord is responsible for:

- providing at least three months' rent or offering the tenant another rental unit that is acceptable to the tenant where there are 5 or more units.
- providing at least one month's rent or another acceptable unit in buildings of 4 or less units.

As the Act requires, once the tenant returns, the landlord can only charge a (new) rent that is no more than what the landlord could have lawfully charged if there had been no interruption in the tenancy.

Proposed in 2023 but not yet enacted, Bill 97 sets out amendments to the Ontario Residential Tenancies Act which are intended to increase landlord responsibilities with respect to terminating a tenancy for a variety of reasons including repairs or renovations. These changes were proposed to help close some of the identified loopholes in the ORTA.

One substantial change was the requirement of a landlord - when issuing an N13 Notice - to provide a “...*report prepared by a person who has the prescribed qualifications which states the repairs or renovations are so extensive that they require the vacant possession*”. Failure to meet this reporting requirement renders the (N13) Notice void.”

Next, if a tenant has indicated in writing their wish to re-occupy the renovated unit, the Landlord is required to provide the tenant at least 60 days' notice to allow them to decide if they wish to come back to the newly renovated unit or terminate the tenancy and not return.

Bill 97 also introduced caveats around ‘bad faith’ evictions by way of an N12 Form: the “*Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit*”. The proposed changes provide timelines for ‘reasonableness’ for the family member to move in and doubled N12 and N13 fines to \$100k for individuals and \$500k for corporations who do not follow all the Provincial processes and protocols. Noting, that N12 evictions are not renovation initiated, but they are often lumped in with public concerns over, and research under, the broader renoviction umbrella.

As discussed, the Ontario Residential Tenancies Act sets the parameters for the tenant/landlord relationship, provides tenant and landlord resources to help both parties understand and effectively use the rules, and has dispute resolution and adjudication powers when and where differences occur.

Notwithstanding all these rules and regulations set out in the ORTA, many organizations are pointing to ongoing problems within the system. The Executive Director of the Federation of Metro Tenants’ Associations, Geordie Dent, blames the Landlord Tenant Board’s lack of enforcement, and the fact that landlords are ignoring the rules, “...committing eviction fraud and jacking the rent”.^a

At the time of preparing this report, notwithstanding Bill 97 receiving Royal Assent on June 8, 2023, the Schedule that amends the *Residential Tenancies Act* has not been proclaimed by the province and is therefore not yet in force. This lack of proclamation means that despite Bill 97’s ideals, these protections are not part of the ORTA and therefore not yet *required* by the Landlord Tenant Board (LTB).

^a Beattie, S. (2023, March 1). These Hamilton Tenants fight to return to their affordable units after renoviction. CBC News. <https://www.cbc.ca/news/canada/hamilton/hamilton-tenants-affordable-units-1.6796324>

1.4 National Leaders in Renoviction Policy

New Westminster, British Columbia;

In 2016, the City of New Westminster staff were alerted to a small number of evictions taking place in buildings that were being renovated, which spurred them to develop a *Renovictions Action Plan* to stem the activity before it grew. The original plan:

- informed tenants of their Provincial rights using the City's website, creating standalone documents (tenant survival guide), participating in meetings, and public awareness;
- put staff in place to work with tenants directly, to determine if the necessary municipal building permits and provincial documents and approvals were in place once tenants had received an eviction notice;
- Using Stop Work Orders and penalties if/when the proper processes had not been followed;
- Partnering with non-profit organizations to hold information sessions about tenant rights and possible actions;
- Implementing a tracking and reporting mechanism for renovictions.

New Westminster did this even though renovictions and enforcing the Act were considered outside of their jurisdiction, and a matter of Provincial concern under the British Columbia Residential Tenancy Act (BCRTA). Unfortunately, these efforts were not enough and by the end of 2018, renovictions had escalated to approximately 300 incidents across fifteen buildings, using information collected through the tracking system.

Municipal staff, as well as outside agencies, began collaborating on possible solutions. In June 2019, New Westminster City Council amended their *Business Regulations and Licensing Bylaw* to add new regulations to dis-incentivize renovictions and protect tenants who may be at risk for renoviction. These regulations required landlords to make temporary housing arrangements for any tenants displaced due to renovations and to permit the tenant to continue their tenancy in the same unit, at the same rent during and after the renovations. The City also amended its municipal fine by-laws to add penalties to support enforcement of the new regulations.

Following adoption of these bylaw amendments, the City undertook a robust public awareness campaign with all affected parties. According to New Westminster, the decrease in the number of renovictions since the new regulations have been in place is dramatic. New Westminster is considered the first municipality in British Columbia to tackle the issue of renovictions through municipal regulation.

Burnaby, British Columbia

The City of Burnaby's *Tenant Assistance Policy* is considered the best set of tenant protection rules in the county^b. This policy provides four pillars of support for renters;

- i) help finding a new place to rent,
- ii) rent top-up payments to bridge the gap between the rent they paid for their old unit and what they'll pay for their interim housing,
- iii) financial support for moving, and

^b Doucet, B. (2024, January 18). Hamilton council passes a by-law to end renovictions, helping to address housing affordability. The Conversation. <https://theconversation.com/hamilton-council-passes-a-by-law-to-end-renovictions-helping-to-address-housing-affordability-220807>

- iv) the right to return to the redeveloped building at the same rent in a unit with the same number of bedrooms.

These supports apply to renters who are displaced due to renovation of *purpose-built market rental buildings with five or more units* ('apartments,' in London), or where their secondary market-rental buildings with less than five units are being redeveloped into a use that includes a new purpose-built apartment building. Burnaby runs a highly active Renter's Office consisting of 2-3 employees, one of which works full time on the implementation of the policy and tenant supports. This includes helping tenants at the BC landlord tenant tribunal. Burnaby does this despite the premise of BC Provincial jurisdiction.

Hamilton, Ontario

In January of 2024, the City of Hamilton received a proposed by-law that has been called the first of its kind in Ontario^c. Hamilton's "*Renovation Licence and Relocation By-law*" seeks to address the loophole in the current tenant/landlord relationship set out in the Ontario Residential Tenancies Act that puts the onus on tenants to maintain the relationship with their landlord if they wish to return to their renovated unit once completed^d.

The proposed Hamilton by-law will require landlords - who use an N13 eviction to gain vacant occupancy to renovate - to obtain a licence from the City of Hamilton. This ties the landlord and tenant together throughout the process of renovation and re-occupancy. This licensing system is meant to provide a clear, direct, and enforceable pathway of communication between the renovating landlord and the temporarily relocated tenant. A pathway already required by the ORTA, but that is often ignored and rarely enforced.

When the scale of renovations requires tenants to leave, the Hamilton by-law implements and enforces those rules laid out in the ORTA. In those instances of 'bad faith' evictions - where landlords use a renovation as a cover to force tenants out of their homes and raise the rent - Hamilton's new rules should provide enough disincentive and discouragement to hopefully stop the behavior before it starts,^e according to Professor Brian Doucet of the University of Waterloo, and discussions London Staff have had with the Canadian Centre for Housing Rights.

The City of Hamilton anticipates full approval of their by-law shortly following approval of their budget. Their timeline anticipates taking their first applications in January of 2025, using 2024 to recruit and prepare staff, develop information materials, prepare, and implement outreach programs and processes, and update their internal business systems including forms, payment portal, etc.

The proposed Hamilton By-law is attached to this report for information purposes, as Appendix 'A.'

1.5 Provincial Renovation Data

In January 2024, London Staff filed a Freedom of Information (FOI) request with Tribunals Ontario to obtain access to information regarding formal renovation data. At the time preparing this report, data had not yet been released to London, directly.

Data collected through a similar FOI request by the Association of Community Organizations for Reform Now (ACORN) and publicly reported indicates that there have

^c Vienneau, E. (2024, January 20) Hamilton City Council passes anti-renoviction by-law. CHCH. <https://www.chch.com/hamilton-city-council-passes-anti-renoviction-by-law/>

^d Doucet, B. (2024, January 18). Hamilton council passes a by-law to end renovictions, helping to address housing affordability. The Conversation. <https://theconversation.com/hamilton-council-passes-a-by-law-to-end-renovictions-helping-to-address-housing-affordability-220807>

^e Ibid.

been 4,067 N13s filed in Ontario between 2017 and 2021. This represents a 300% increase in N13s during that time period.^f

Consultation with City of Hamilton staff indicated that they had seen a similar trend with a 983 per cent increase in the number of N13 renovation notices issued to tenants between 2017 and 2022.^g

For additional context, according to the data released to ACORN through their FOI request, the instances of N12 evictions are also on the rise. As discussed, although an N12 eviction is not a formal renovation, it is often used to highlight the broader issues facing tenants. ACORN's data shows a 130 per cent increase in the number of N12s filed in London between 2017 and 2021, placing London fourth in the province for gross numbers of N12s issued over that time.

Research conducted by Professor Doucett & the Social Planning Network of Ontario has shown that formal evictions enforced by the courts (and therefore visible within conventional statistics) constitute only a small fraction of displacement experienced by tenants^h.

As Emil Pull of Malmo University in Sweden, indicates in his 2020 paper, "*Low and decreasing rates of evictions are consequently an inadequate measurement of how well the housing regime functions in providing housing for disenfranchised groups and could even be an indicator of a closed regime with high barriers to entry, shutting certain vulnerable groups out altogether.*"ⁱ

Therefore, when seeking evidence to underpin the volume of evictions and the effect they have on people and the market, the problem is not easily identifiable through statistics. Instead, the effects are most evident in methods of analysis that focus on lived experiences.^j As Doucett indicates, this methodology helps us to understand relationships that are not formalized and that are not necessarily using the provincially prescribed forms and mechanisms to enter in to, and end, a tenancy. A landlord's powers can be daunting when used against precariously housed individuals that feel they have no rights. When told to move out, they often do.^k

As Webber and Zigman indicate in their 2023 paper regarding renovations in Toronto, landlords rely on a set of legal and 'extra-legal' tactics to evict tenants. This includes offering buyouts, reducing general maintenance, firing on-site supervisors, and ignoring tenant repair requests. The tight housing market, informal eviction threats, harassment, intimidation, and disruptive behaviours that can be employed in the worst cases all add pressure to the situation.^l However, rarely do these 'extra-legal' tactics result in formal eviction notices and therefore measurable data is difficult to get and analyze.

^f ACORN Canada. February 28, 2024. Renovictions in Ontario. ACORN Canada.

<https://acorncanada.org/resources/renovictions-in-ontario/>

^g Beattie, S. 2024, January 18. Hamilton to become 1st Ontario city with bylaw to stop 'bad faith' renovations. CBC. [Hamilton to become 1st Ontario city with bylaw to stop 'bad faith' renovations | CBC News](https://www.cbc.com/news/canada-hamilton-renovation-bylaw-1.7011111)

^h Doucett, B. 2024, January 24. Hamilton council passes a bylaw to end renovations, helping to address housing affordability. Building. <https://building.ca/feature/hamilton-council-passes-a-bylaw-to-end-renovictions-helping-to-address-housing-affordability/>

ⁱ Pull, E. (2020). Displacement: structural evictions and alienation. ACME: An International E-Journal for Critical Geographies, 19(1), 364-373.

^j Doucett, B. The 'hidden' sides of transit-induced gentrification and displacement along Waterloo Region's LRT corridor, Geoforum, Volume 125, 2021, P. 37-46, <https://doi.org/10.1016/j.geoforum.2021.06.013>.

^k Ibid.

^l Webber, C, and Zigman, P. (2023, April) Renovictions: Displacement and Resistance in Toronto. RenovictionsTO.

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKewjsiZSI9cmEAXWj_8kDHTdcC74QFnoECB4QAQ&url=https%3A%2F%2Frenovictionsto.com%2FrenovictionsTO-RenovictionsReport-Final.pdf&usq=AOvVaw3GX4T4BVdWgtlQZMNGix_L&opi=89978449. Accessed Feb. 20, 2024.

2.0 Discussion and Considerations

2.1 Various Eviction Justifications

As stated, ACORN's *Ontario Renoviction Report*, uses both N12 and N13 Notices to highlight the "Renoviction" issue, as is the case with several news agencies, notwithstanding the fact that an N12 is not necessarily tied to a renovation or demolition.

As discussed, renoviction is the common term used to describe what Pull (2020) more broadly calls structural evictions, and it is important to reiterate that there are a many forms of tenant displacement including formal, informal, familial, demolition, and renovation-instigated evictions.^m To the extent that tenants are forced to leave their homes, evictions cause financial suffering for many. While the formal process can be challenging to understand and navigate, the informal processes and practices used by some landlords provide even fewer protections and avenues of resistance than the ORTA provides, and less feelings of efficacy for the tenant.ⁿ

2.2 Why are renovictions occurring?

Renovictions and associated rising rental rates are very much part of a larger issue in Canada: the commodification of housing where individuals and more importantly investment companies deliberately use housing as a wealth-generating tool. As Doucet (2024) states, "There's a huge financial incentive to evict long-term tenants... in favour of higher-paying new tenants..."^o

According to ACORN Canada, Ontario is losing affordable housing too fast. There is little attention being paid to protect existing affordable housing and renovictions are a huge source of housing loss.^p

As discussed, the Ontario Residential Tenancy Act sets the rules for the landlord/tenant relationship in Ontario. According to those rules, landlords are required to File an L2 and accompanying N13 forms to end the tenancy because the landlord wants to demolish, repair, or convert the rental unit. When that happens, renters are to be compensated with funds and/or alternate (and adequate) units while the work is completed and have the option (at the beginning of the process) to indicate if they want to return to the premises at the same price they were paying.

However, as George & Knight (2022) state, there are several legal systems beyond the (Ontario) Landlord Tenant Board that play out in housing conflicts. These include property standards, police, child welfare, by-law enforcement, fire safety and electrical safety^q. For example, if a landlord is given an Order under any other Act, such as the Building Code Act, then the compensatory rules laid out in the ORTA would no longer be relevant. This could lead to landlords letting their buildings go to the point of being ordered to repair - under local by-laws – foregoing the protections within the ORTA, all the while collecting rent from the tenants because tenants have nowhere else to go in the tight local rental market.

Unfortunately, many people are unaware of their rights as tenants, and the administrative steps that go into maintaining that tenant/landlord relationship. Hamilton's proposed By-law, and the New Westminster and Burnaby examples summarized herein target specific loopholes or service gaps to ensure that their citizens are, at the very

^m Pull, E. (2020). Displacement: structural evictions and alienation. *ACME: An International E-Journal for Critical Geographies*, 19(1), 364-373.

ⁿ Ibid.

^o Doucet, B. 2024, January 24. Hamilton council passes a bylaw to end renovictions, helping to address housing affordability. *Building*. <https://building.ca/feature/hamilton-council-passes-a-bylaw-to-end-renovictions-helping-to-address-housing-affordability/>

^p ACORN Canada. February 28, 2024. Renovictions in Ontario. ACORN Canada. <https://acorncanada.org/resources/renovictions-in-ontario/>

^q George, H. and Knight, M. (2022, February 10), Social Development Centre Waterloo Region. Tenant Protection and Enforcement of Tenants Rights. <https://www.waterlooregion.org/tenant-protection-and-enforcement-of-tenants-rights>

least, aware of their rights. Directly aiding tenants in navigating the system in the BC examples, and licensing landlords making renovations that force displacement are examples of municipalities using their powers to address Provincial process gaps.

As Hamilton Councillor Narinder Nann stated in a 2024 Maclean’s article, to make the problem worse, eviction is a growing reason people are now going sofa to sofa, living in tents, and living on the streets. There is a direct correlation between a person’s housing precarity and their movement toward self-medicating with harmful substances. Nann points to the need to look at the interconnection of these issues, and we need (other levels of government) at the table to help municipalities contend with this issue.^r

And notwithstanding the rules set out by the ORTA, advocates indicate bad faith evictions are an easy way to get rid of a tenant and bring a new one in that will pay more. For example, from 2020 to 2023 there were a total of 13 fines issued by the Landlord Tenant Tribunal for bad faith evictions which totalled less than \$5,000 per landlord, far below the fine limits set out in the Act and Bill 97. These small penalties are considered the cost of doing business for landlords.^s

2.3 Are renovictions a problem in London?

The data in the following table was provided by ACORN Canada summarizing data collected through their Freedom of Information request from the province. This is the same data we are awaiting from the Landlord Tenant Board. This table illustrates that there were 153 N13s issued in London between 2017 and 2021 (5th most in Ontario).^t For reference, these are total numbers of N13s filed with the Landlord Tenant Board and not the total number of proposed renovation related evictions.

Top 10 Cities with the most N13s 2017-Aug 2023		
1	Toronto	950
2	Hamilton	337
3	Ottawa	184
4	Windsor	170
5	London	153
6	Kitchener	136
7	Brampton	112
8	Kingston	78
9	Mississauga	68
10	Barrie	58

Notwithstanding these numbers, it is difficult to measure the direct impact structural evictions have on average market rent, displacement, numbers of individuals and families precariously housed, or numbers entering the shelter system. We know that the average price of homes, and the average cost of rent in London has increased, with

^r Watson, H. G. 2024 February 1. Why this Ontario city is passing an anti-renoviction policy. Macleans. <https://macleans.ca/society/hamilton-renoviction-policy/>

^s Bowden, O., 2023 November 17. Only 4 of 13 landlords busted for bad faith evictions have paid the fines they owe | CBC News. [Only 4 of 13 landlords busted for bad faith evictions have paid the fines they owe | CBC News](https://www.cbc.com/news/canada/only-4-of-13-landlords-busted-for-bad-faith-evictions-have-paid-the-fines-they-owe-1.6844444)

^t ACORN Canada. February 28, 2024. Renovictions in Ontario. ACORN Canada. <https://acorncanada.org/resources/renovictions-in-ontario/>

average rents hitting all-time highs and vacancy rates hitting record lows as revealed in research published within our Short-term Accommodation Licensing reports to Council.

Neighbourhood Legal Services, a community based not-for-profit agency that provides legal services to low-income individuals indicated that they had tracked at least 453 incidents of N13s being issued in London, compared to the 153 reported by the data above.

3.0 Financial Impact/Considerations

Although there are no direct financial impacts or considerations stemming from this report, there is a significant cost to the municipality every time we lose an affordable unit, or the supply of affordable housing drops.

Replacing these units is costly from a financial standpoint, let alone the impact on the community from a health perspective. Within the City of London's "*Housing Sustainability for All Action Plan*", the "*Roadmap to 3,000 Affordable Units*" estimated a \$1 billion dollar cost to accomplish. And, developing an affordable rental apartment has been reported to cost \$350,000 - \$450,000 per unit, including hard and soft costs, fees, and taxes. It is important to consider the financial impact the loss of existing affordable units has on the overall system.

Once further solutions are proposed such as draft by-laws and programming, an analysis of associated costs will be provided.

4.0 Key Issues and Considerations

In summary, we are witnessing several forms of structural displacement in London, including but not limited to formal and informal, real and 'bad faith' evictions based on renovations but driven by the potential for increased profit. While this is not the typical behaviour for most London landlords, the renoviction phenomenon does draw attention to loopholes and shortfalls within the existing Provincial system and provides evidence as to why the City of London may consider exploring a renoviction and relocation style by-law similar to Hamilton's proposal.

It is important to emphasize that our focus is to provide background on how to potentially address "bad faith" evictions spurred by renovations. And although broad discussion is provided herein, it is done so for background and context regarding the general phenomenon. Our work at this stage is not focused on remedying other types of evictions.

In that regard, Civic Administration plan to submit a draft by-law to CPSC in Q2 2024. As part of the by-law development process, staff will engage with the Tenant Landlord Forum and continue to review Hamilton's approval and implementation process, as well as consult with other municipalities considering renoviction regulations and/or by-laws including Toronto, Mississauga, Waterloo, and Sudbury.

As noted throughout this report, there has been a data request made to Tribunals Ontario, as well as meetings and discussions held with BC and Ontario municipal staff in preparation of this research report. Informed by the national best practices highlighted herein, Civic Administration is committed to reporting out on other matters, such as expanded rental licensing, by Q3 2024.

Conclusion

The rental housing market is a vital housing option locally, provincially, nationally, and globally. Although there are numerous regulations addressing evictions and renovations that are sometimes considered beyond the scope of municipal power, there are also identified gaps in the enforcement of these regulations. These gaps have caused, and continue to cause, local governments to explore their place in enforcing these regulations to provide enhanced protection for local tenants.

While there are renovations occurring locally, the intent of any potential by-law would not be to stop necessary maintenance and upgrades to the existing rental housing stock; the intent would be to help protect tenants from bad faith renovations which have the consequence of displacing people and furthering the housing affordability crisis.

Informed by the national best practices highlighted in this report, Civic Administration plan to submit a draft by-law addressing renovations to CPSC in Q2 2024.

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**Reviewed &
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Director, Municipal Compliance

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

Appendix 'A'

CITY OF HAMILTON - Renovation Licence and Relocation By-Law

WHEREAS section 8 of the *Municipal Act, 2001* states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides a single-tier municipality with the broad authority to pass by-laws respecting (i) the economic, social, and environmental well-being of the municipality, (ii) the health, safety, and well-being of persons, (iii) the protection of persons and property and (iv) business licensing;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* authorizes a municipality to provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence; refuse to grant a licence or to revoke or suspend a licence;
- (b) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (c) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- (d) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and,
- (e) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it.

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* applies with necessary modifications to a system of licences with respect to any activity, matter, or thing for which a by-law may be passed under sections 9, 10 and 11 of the Act as if it were a system of licences with respect to a business;

AND WHEREAS, in accordance with subsection 23.2(4) of the *Municipal Act, 2001*, Council for the City of Hamilton is of the opinion that the delegation of the legislative powers under this by-law to the Director including, without limitation, the power to issue and impose conditions on a licence are powers of a minor nature having regard to the number of people, the size of the geographic area and the time period affected by the exercise of the power;

AND WHEREAS subsection 39(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

AND WHEREAS subsections 425(1) and 429(1) of the *Municipal Act, 2001* authorize a municipality to pass by-laws providing that a person who contravenes a municipal by-law is guilty of an offence and to establish a system of fines for offences under a by-law;

AND WHEREAS section 434.1 of the *Municipal Act, 2001* provides that a municipality may require a person, subject to such considerations as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that person has failed to comply with a by-law of the municipality passed under the *Municipal Act, 2001*;

AND WHEREAS section 436 of the *Municipal Act, 2001* provides that a municipality may pass a by-law providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether a by-law of a municipality has been complied with;

AND WHEREAS sections 444 and 445 of the *Municipal Act, 2001* provides that municipality may make an order requiring a person who contravened a by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity and do work to correct the contravention;

AND WHEREAS the Province of Ontario has enacted the *Residential Tenancies Act, 2006* and such *Act* states that:

“The purposes of this Act are to provide protection for residential Tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential Landlords and Tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.”

AND WHEREAS pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, a Landlord shall serve a Tenant with a notice of termination of tenancy if the Landlord requires vacant possession of the rental unit for the purpose of performing repairs or renovations;

AND WHEREAS subsection 50(3) of the *Residential Tenancies Act, 2006*, requires that the notice of termination served pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, inform the Tenant that if they wish a right of first refusal to occupy the premises as a Tenant after the repairs or renovations are complete, they must give the Landlord notice of this fact before vacating the rental unit;

AND WHEREAS subsections 53(1) and 53(2) of the *Residential Tenancies Act, 2006* establish that a Tenant who receives notice of termination of a tenancy for the purpose of repairs or renovations pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*, may have a right of first refusal to occupy the rental unit as a Tenant when the repairs or renovations are complete at a rental rate that is no more than what the Landlord could have lawfully charged if there had been no interruption in the Tenant’s tenancy;

AND WHEREAS the City of Hamilton seeks to regulate by way of licensing, any Landlord who intends to perform repairs and renovations and serves a notice of termination pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006* in order to assist the Tenant in making an informed decision as to whether or not the Tenant should deliver a notice of their wish to occupy the rental unit after the repairs and renovations are complete prior to such Tenant vacating the premises;

NOW THEREFORE the Council of the City of Hamilton enacts as follows:

PART I – GENERAL AND INTERPRETATION

1. In this By-law;
 - (a) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
 - (b) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof;

- (c) the headings to each section are inserted for convenience of reference only and do not form part of the By-law;
 - (d) words and abbreviations which have well-known technical, or trade meanings are used in the By-law in accordance with those recognized meanings; and
 - (e) where an officer of the City is named, or a reference is made to an officer of the City, that reference shall be deemed to include a reference to the designate of that person, as appointed in accordance with policies and procedures of the City in force from time to time.
2. This By-law shall apply to all Rental Housing Units within the municipality of the City of Hamilton or the geographic area of the City of Hamilton, as the context requires.
3. This By-law shall not apply to:
- (a) a licensed hotel, motel, inn or bed and breakfast, tourist home, licensed lodging house, licensed short-term rental or licensed residential care facilities; and
 - (b) any building to which any of the following statutes, or their regulations, apply;
 - (i) the *Homes for Special Care Act*, R.S.O. 1990, c. H.12;
 - (ii) the *Innkeepers Act*, R.S.O. 1990, C. 17;
 - (iii) the *Long-Term, Care Homes Act, 2007*, S.O. 2007, c. 8;
 - (iv) the *Retirement Homes Act, 2010*, S.O. 2010, c.11;
 - (v) the *Social Housing Reform Act, 2000*, S.O. 2000, c. 27; and
 - (vi) social housing or affordable housing that is not subject to *Social Housing Reform Act, 2000*, S.O. 2000, c. 27, but which is subject to an agreement with the City, and which has been approved for exemption by the Director.
4. All licence fees and inspection fees related to this By-law shall be paid in accordance with the City's User Fees and Charges By-law No. 19-160, and such licence fees and inspection fees paid shall be non-refundable.

Definitions

5. In this By-law:

"Administrative Penalty" means any administrative fee pursuant to the City's Administrative Penalties By-law 17-225;

"Average Market Rent" means rent at average market rent as published annually by the Canada Mortgage and Housing Corporation (CMHC) based on number of bedrooms in a Rental Housing Unit;

"By-law" means this By-law;

"Chief Building Official" means the Chief Building Official as appointed by Council pursuant to the *Building Code Act, 1992*, S.O. 1992, c.23, or their designate, and may include building inspectors for the purpose of doing inspections as contemplated under this By-law;

"City" means the municipality of the City of Hamilton or the geographic area of the City of Hamilton as the context requires;

"Council" means the Council of the City of Hamilton;

"Director" means the City's Director of Licensing and By-law Services, or their designate;

"Fire Chief" means the City of Hamilton Chief of the Hamilton Fire Department, or their designate;

"Landlord" includes:

- (a) the owner of a Residential Housing Unit or any other person who permits occupancy of a Rental Housing Unit, other than a Tenant who occupies a Rental Housing Unit in a Residential Complex and who permits another person to occupy the Rental Housing Unit or any part thereof;
- (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a); and
- (c) a person, other than a Tenant occupying a Rental Housing Unit in a Residential Complex, who is entitled to possession of the Residential Complex and who attempts to enforce any of the rights of a Landlord under a tenancy agreement or the *Residential Tenancies Act 2006*, including the right to collect rent;

"Licensee" means any Person licensed under this By-law;

"Medical Officer of Health" means the Medical Officer of Health for the Hamilton Health Unit and includes public health inspectors;

"Municipal Act, 2001" means the *Municipal Act, 2001*, S.O. 2001, c.25;

“Municipal Law Enforcement Officer” means an employee of the Licensing and By-law Services Division of the City of Hamilton who is appointed by Council to enforce the provisions of this By-law;

“Officer” shall include a Municipal Law Enforcement Officer, Medical Officer of Health, Fire Chief, Chief Building Official, a Hamilton Police Services police officer, or any other person appointed under the authority of a municipal by-law or by Council to enforce City by-laws;

“Operator” means the superintendent or property manager or any other person who may take on some or all of the roles relating to permitting occupancy in a Rental Housing Unit, but does not include an Owner;

“Owner” means any person or persons who have any legal right, title, estate or interest in a Rental Housing Unit and shall include, but is not limited to, a Landlord, lessors, sublessor or other person permitting the occupation of a Rental Housing Unit, their agents, heirs, personal representatives and successors in title;

“Person” includes an individual, sole proprietorship, partnership, limited partnership, trust, party or body corporate, and the personal or other legal representatives of a person to whom the context can apply according to the law;

“Provincial Offences Act” means the *Provincial Offences Act*, R.S.O. 1990, c.P33;

“Rental Housing Unit” means a building or part of a building: (i) consisting of one or more rooms; (ii) containing toilet and cooking facilities; (iii) designed for use as a single housekeeping establishment; and (iv) used or intended for use as a rented residential premise;

“Residential Complex” means a building or related group of buildings in which one or more Rental Housing Units are located and includes all common areas and services and facilities available for the use of its residents;

“Residential Tenancies Act, 2006” means *the Residential Tenancies Act, 2006*, S.O. 2006 c.17;

“Tenant” includes a person who pays rent in return for the right to occupy the Rental Housing Unit and includes their heirs, assigns and personal representatives, but does not include a person who has the right to occupy a rental unit by virtue of being an Owner of the Residential Complex in which the Rental Housing Unit is located or a shareholder of a corporation that owns the Residential Complex; and

“Tenant Rights and Entitlements Package” means an information package produced by the City to inform Tenants about their rights & entitlements under the *Residential Tenancies Act, 2006*, and this By-law.

6. A term not defined in section 5 of this By-law shall have the same meaning as the term in the *Building Code Act, 1992*, S.O. 1992, c.23 or the City’s

PART II- LICENCE REQUIRED FOR REPAIRS AND RENOVATIONS TO RENTAL HOUSING UNITS THAT REQUIRE VACANT POSSESSION

7. A Landlord or Operator who has delivered a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* to a Tenant in order to perform repairs or renovations which require vacant possession of a Rental Housing Unit shall, within seven (7) days of serving the notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, submit an application for a licence issued by the Director in accordance with the provisions of this By-law.
8. A Landlord or Operator who fails to submit an application for a licence pursuant to section 7 of this By-law is guilty of an offence and is subject to a penalty in the amount prescribed in this By-law for each day that the Landlord or Operator fails to comply with section 7 of this By-law.

PART III – PROHIBITIONS

9. No Landlord or Operator shall perform, or cause to be performed, renovations or repairs requiring vacant possession of the Rental Housing Unit pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, without first being issued a licence as required pursuant to this By-law.
10. No Landlord or Operator shall be issued a licence as required pursuant to this By-law without first being issued all permits required to carry out the repairs or renovations requiring vacant possession of the Rental Housing Unit pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*.
11. No Landlord or Operator who received notice from a Tenant of their wish to have a right of first refusal pursuant to section 53 of the *Residential Tenancies Act, 2006*, shall be issued a licence under this By-law without first making arrangements with the Tenant in accordance with section 25 of this By-law, unless otherwise exempted in accordance with section 28 of this By-law.
12. No Landlord or Operator who has obtained a licence under this By-law shall fail to adhere to the arrangements made with the Tenant pursuant to this By-law.
13. No Landlord or Operator who has obtained a licence under this By-law shall prevent a Tenant who has informed the Landlord or Operator in writing of their wish to exercise their right of first refusal, pursuant to subsection 53(2) of

the *Residential Tenancies Act, 2006*, from reoccupying the Rental Housing Unit upon the completion of repairs or renovations at a rent that is no more than what the Landlord or Operator could have lawfully charged if there had been no interruption in the Tenant's tenancy.

14. No Landlord or Operator who has obtained a licence under this By-law shall advertise, or cause to be advertised, a renovated or repaired Rental Housing Unit for rent if the Tenant of that Rental Housing Unit has informed the Landlord or Operator in writing of their wish to exercise their right of first refusal, pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*, unless:
 - (a) the Tenant informs the Landlord or Operator, in writing, that the Tenant no longer wishes to exercise their right of first refusal to reoccupy the Rental Housing Unit; or,
 - (b) the Landlord (i) gave the Tenant sixty (60) days after the Rental Housing Unit was ready for occupancy to exercise their right of first refusal to occupy the Rental housing Unit and thereafter (ii) the Tenant chose not to exercise their right of first refusal within that sixty (60) day period.
15. No Landlord or Operator shall hold themselves out to be licensed under this By-law if they are not licensed.
16. No Landlord or Operator shall contravene or fail to comply with any of the terms and conditions of their licence issued under this By-law.
17. No Landlord or Operator shall transfer or assign a licence issued under this By-law.
18. No Person shall provide false or misleading information to the Director when applying for or renewing a licence under this By-law.
19. No Person shall hinder or obstruct an Officer or attempt to hinder or obstruct an Officer who is performing a duty under this By-law.
20. Any Person who provides false or misleading information to the Director shall be deemed to have hindered or obstructed an Officer in the execution of their duties.

PART IV - APPLICATION FOR AND RENEWAL OF LICENCE

Application for a Licence

Prior to submitting an application for a licence under this By-law, the Landlord or Operator shall provide a copy of the City's Tenant Rights and Entitlements Package to all Tenants who received a notice pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*.

21. Every Landlord or Operator applying for a licence as required pursuant to section 7 of this By- law shall provide the following information and materials in support of the application for a licence:
- (a) the Landlord's name and contact information, including a mailing address, email address and telephone number;
 - (b) if there is an Operator of the Residential Complex, the Operator's name and contact information, including a mailing address, email address and telephone number;
 - (c) full description of the Residential Complex, including street address, number of Rental Housing Units, number of rooms within the Rental Housing Units, number of tenanted Rental Housing Units, rental rates for each of the tenanted Rental Housing Units and the commencement date and term of the tenancy agreement for each tenanted Rental Housing Unit at the time of submitting the application for a licence;
 - (d) a copy of the notice of termination served on the Tenant pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*;
 - (e) a copy of the building permit issued to the Landlord or Operator by the Chief Building Official and any other permit required to carry out the repairs or renovations;
 - (f) certification from the Landlord or Operator that the Landlord or Operator has provided a copy of the Tenant's Rights and Entitlements Package to all Tenants who received a notice pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*;
 - (g) a copy of a report prepared by a professionally designated engineer or other person with the requisite qualification stating that the repairs or renovations are so extensive that they require vacant possession of the Rental Housing Unit; and,
 - (h) any other information as may be required by the Director.

Notice of Application

22. Within five (5) days of submitting the application for a licence under this By-law, the Landlord or Operator shall provide notice of the application submitted to the City, pursuant to this By-law, to all Tenants who received a notice of termination pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*.
23. Where a Residential Complex has more than one (1) tenanted Rental

Housing Unit, within five (5) days of submitting an application for a licence to the City pursuant to this By-law, the Landlord or Operator shall post the notice in location on the premises, so as to be clearly visible to all residents of the premises until such time that a licence has been issued or the application for a licence has been withdrawn or revoked.

PART V – TEMPORARY ALTERNATE ACCOMMODATION

Temporary Alternate Accommodation Required

24. Where a Tenant has notified their Landlord or Operator of their wish to have a right of first refusal pursuant to section 53 of the *Residential Tenancies Act, 2006*, the Landlord or Operator shall within one-hundred and twenty (120) days of the Landlord or Operator serving the notice on the Tenant requiring vacant possession of the Rental Housing Unit, or before the date on which the Tenant notifies the Landlord of its intention to vacate the Rental Housing Unit, whichever is earlier:
- (a) make arrangements with the Tenant:
 - (i) for the Tenant's temporary alternate accommodation that is comparable to the Tenant's current Rental Housing Unit during the period of repair or renovation; or
 - (ii) to provide the Tenant with compensation in an amount equal to the difference between the rent rate currently paid by the Tenant for the Rental Housing Unit being repaired or renovated (including utilities, only if utilities were included in the tenancy agreement with the Tenant of that Rental Housing Unit) and the Average Market Rent of a Rental Housing Unit with the same number of bedrooms as the Tenant's current Rental Housing Unit, within seven (7) calendar days before the first (1st) day of each month during the period of repair or renovation; and
 - (b) make arrangements for the Tenant's return to the Rental Housing Unit after completion of the repairs and renovations at a rent that is no more than what the Landlord or Operator may have lawfully charged if there had been no interruption to the Tenant's tenancy.
25. The Landlord or Operator shall provide to the Director the particulars of the arrangements made with the Tenant forthwith after such arrangements have been made pursuant to section 25 of this By-law.

26. Comparable, for the purposes of section 25 of this By-law includes, but is not limited to, consideration of the following factors:
- (a) the rental rate for the unit is equal or less than the rent for the Rental Housing Unit being repaired or renovated;
 - (b) proximity between existing and proposed transportation options, including transit service;
 - (c) relative proximity to community infrastructure such as, recreational facilities, libraries, police stations, schools and places of religious assembly;
 - (d) relative proximity to commercial services and amenities;
 - (e) number of bedrooms; and
 - (f) size of proposed temporary alternate accommodation.

Application for Exemption

27. A Landlord or Operator who is subject to the provisions of section 25 of this By-law may apply to the Director for an exemption from the provisions of that section, on the grounds that the Landlord or Operator was unable to make the required arrangements within the specified time period in accordance with section 25 of this By-law.
28. A Landlord or Operator who has made an application for exemption under section 28 of this By-law shall submit to the Director the following information and documentation in support of the application for exemption:
- (a) an explanation for the reason that the Landlord or Operator was unable to make the required arrangements within the specified time period in accordance with section 25 of this By-law;
 - (b) documentation disclosing all proposed temporary alternate accommodations proposed by the Landlord, Operator or Tenant as required pursuant to subsection 25(a)(i) of this By-law, as applicable;
 - (c) copies of all correspondence between the Landlord, Operator and Tenant regarding the proposed temporary alternate accommodations referred to in subsection 29(b), as applicable;
 - (d) copies of all correspondence between the Landlord, Operator and Tenant, and any other related documentation, pertaining to the proposed arrangements to provide the Tenant with compensation in an

amount equal to the difference between the rent rate currently paid by the Tenant for the Rental Housing Unit being repaired or renovated (including utilities, only if utilities were included in the tenancy agreement with the Tenant of that Rental Housing Unit) and the Average Market Rent of a Rental Housing Unit with the same number of bedrooms as the Tenant's current Rental Housing Unit as required pursuant to subsection 25(a)(ii) of this By-law, as applicable; and

- (e) any other information or documentation as required by the Director to assist in determining whether an exemption under this By-law should be granted.

- 29. The Director may, in approving an application for exemption pursuant to this By-law, impose conditions on both the Tenant and the Landlord.

PART VI- POWERS OF THE DIRECTOR AND ISSUANCE OF LICENCE

- 30. Notwithstanding any other provision in this By-law, the power and authority to issue or renew a licence, refuse to issue or refuse to renew a licence, to revoke a licence, and to impose terms and conditions, including special conditions on a licence are delegated to the Director.
- 31. The Director shall issue a licence or renew a licence where the requirements or conditions of this By-law have been met.
- 32. The Director may refuse to issue, refuse to renew, or revoke a licence, or impose a term or condition on a licence on the following grounds:
 - (a) there are reasonable grounds to believe that any or all material or information submitted in support of an application for a licence pursuant to section 22 of this By-law or an application for exemption pursuant to section 29 of this By-law or any other documents provided to the Director by the Landlord or Operator as required pursuant to this By-law contain a false or misleading statement;
 - (b) the Residential Complex and/or any Rental Housing Unit in the Residential Complex is subject to an order, or orders, made pursuant to any governmental authority;
 - (c) a Landlord or Operator does not meet all of the requirements, terms or conditions of this By-law.
- 33. A licence issued under this By-law shall be posted in location on the premises, so as to be clearly visible to all residents of the premises for the duration of the licence period.

34. A licence issued under this By-law shall only be valid for the repairs or renovations of the Rental Housing Unit as provided for in the application for licence referred to in this By-law.
35. A licence issued under this By-law shall be valid for either the period of one (1) year or the estimated date by which the Rental Housing Unit is expected to be ready for occupancy following the repairs or renovations, whichever is earlier.
36. A licence, in accordance with the provisions of this By-law, shall be required for each Rental Housing Unit and/or each Residential Complex for which a building permit is issued.
37. The Director may reject an application for a licence or its renewal where any of the documents required by this By-law in support of such application are incomplete or have not been filed.
38. Notwithstanding any other provision in this By-law, the Director may impose terms and conditions on any licence at issuance, renewal or any time during the term of the licence including special conditions, as are necessary in the opinion of the Director to give effect to this By-law.

PART VII – ADMINISTRATION AND ENFORCEMENT

39. The Director is authorized to administer and enforce this By-law including, but not limited to, prescribing the format and content of any forms or other documents required under this By-law.
40. Registration and other fees under this By-law shall be as approved by Council from time to time and then included in the User Fees and Charges By-law No. 23-112.
41. An Officer may enter on a property at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
 - (a) this By-law;
 - (b) a direction or order made under this By-law; or
 - (c) an order made under section 431 of the *Municipal Act, 2001*.
42. An Officer may, for the purposes of any inspection carried out under section 42 of this By-law:
 - (a) require the production for inspection of documents or things

- relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information in writing or otherwise as required by the Officer from any person concerning a matter related to the inspection; or
 - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
43. Any cost incurred by the City in exercising its authority to inspect under section 42 of this By-law including, but not limited to, the cost of any examination, test, sample or photograph necessary for the purposes of the inspection, shall be paid by the owner of the property where the inspection takes place.
44. An Officer may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under section 438 of the *Municipal Act, 2001* where they have been prevented or are likely to be prevented from carrying out an inspection pursuant to section 42 of this By-law.
45. If an Officer is satisfied that a contravention of this By-law has occurred, the Officer may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner of the property on which the contravention occurred to discontinue the contravening activity.
46. An order under section 46 of this By-law shall set out:
- (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the property on which the contravention occurred; and,
 - (b) the date or dates by which there must be compliance with the order.
47. An order to discontinue any contravening activity made under section 46 of this By-law may be served personally or by registered mail to the last known address of:
- (a) the owner of the property where the contravention occurred; and
 - (b) such other persons affected by the order as the Officer making the order determines.
48. Service by registered mail, for the purposes of section 48 of this By-law, shall be deemed to have taken place five (5) business days after the date of mailing.
49. In addition to service given in accordance with section 48 of this By-law, an

order to discontinue any contravening activity made under section 46 of this By-law may be served by an Officer by placing a placard containing the order in a conspicuous place on the property where the contravention occurred.

50. Where service cannot be given in accordance with section 48 of this By-law, service is deemed to have taken place when given in accordance with section 50 of this By-law.
51. Where a Person does not comply with a direction, an order or a requirement under this By-law to do a matter or thing, the Director, with such assistance by others as may be required, may carry out such direction, order or requirement at the Person's expense.
52. The City may recover the costs of doing a matter or thing under section 52 of this By-law by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes and such costs shall include an interest rate of 15 per cent per year commencing on the day the City incurs the costs and ending on the day the costs, including the interest, are paid in full.
53. The Director is authorized to give immediate effect to any direction, order or requirement where the costs of carrying out the direction, order or requirement do not exceed \$30,000 and, where the costs do exceed \$30,000, as the City's Council may authorize.
54. Every person who contravenes any provision of this By-law and every director or officer of a corporation who knowingly permits a contravention of this By-law is, upon conviction, guilty of an offence and is liable:
 - (a) on a first conviction, to a fine of not more than \$10,000; and
 - (b) on any subsequent conviction, to a fine of not more than \$25,000.
55. Despite section 55 of this By-law, where the person convicted is a corporation:
 - (a) the maximum fine in subsection 55 is \$50,000; and
 - (b) the maximum fine in subsection 55 is \$100,000.
56. Where a Person has been convicted of an offence, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed by this By-law, make an order prohibiting the continuation or repetition of the offence by the person convicted.

PASSED this XX day of January, 2024.

A. Horwath
Mayor

J. Pilon
Acting City Clerk



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February 2, 2024

City of London
300 Dufferin Avenue
London, ON N6B 1Z2

Dear Mayor Josh Morgan and Members of London City Council:

Re: CPSC Item 4.2 – Municipal Options to Limit or Prevent Renovations

We are the lawyers for the London Property Management Association (LPMA). The LPMA is a non-profit organization that provides information and education to landlords and represents the interests of both large and small property owners. The association has more than 400 landlord members representing approximately 35,000 rental units.

We are writing with respect to the motion passed on January 23, 2024 from Mayor Josh Morgan, Deputy Mayor Shawn Lewis and Councillor Peter Cuddy requesting city staff to study options to prevent or limit “dubious” evictions for renovations or because a landlord plans to have relatives move into residential rental units. Possible solutions have included proposed amendments to the Residential Rental Unit (RRUL) By-law (the “By-law”) which currently dictates that a rental unit licence is only required on buildings containing four or fewer units or a converted dwelling, to include residential dwellings up to four storeys.

Another proposed solution would require landlords submit N12 and N13 notices of termination to the City as well as the tenants and the Landlord and Tenant Board (the “Board”), thereby permitting the City to evaluate the merits of the landlord’s application to terminate a tenancy.

According to the proposed amendments to the By-law, the City of London seeks to regulate by way of licensing any landlord who intends to perform repairs and renovations and serves a notice of termination pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 (the “RTA”). Subsection 50(1)(c) of the RTA provides as follows:

50 (1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to,

- (a) demolish it;
- (b) convert it to use for a purpose other than residential premises; or

(c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit. [Emphasis added]

The proposed amendments would impose a positive duty on landlords who have served a notice of termination pursuant to subsection 50(1)(c) of the RTA to apply for a licence issued by the City of London. Inspired by the “Renovation Licence and Relocation By-law” recently passed by the City of Hamilton, on January 23, 2024, the London chapter of ACORN, the tenants’ advocacy group, recommended specific regulations to the City of London. The recommendations include requiring landlords to:

- Apply for a licence within seven days of issuing a tenant a notice they are being evicted for a renovation
- Provide tenants with a tenant’s rights and entitlements package
- Provide tenants wishing to exercise their right to return to their unit, at the same rent, with temporary accommodation or a rental top-up for the duration of the renovations

Although the RTA includes provisions for notice, compensation and a tenant’s right of first refusal, it does not include any of the licencing requirements or other duties as required by the Hamilton By-law or the expansion proposed to the London By-law.

By way of Bill 97, the *Helping Homebuyers, Protecting Tenants Act, 2023*, the legislature has proposed amendments to the RTA that, once in force, will require a landlord to notify a tenant of the estimated date by which the rental unit is expected to be ready for occupancy following the repairs or renovations, any changes in that date, and when the rental unit is ready for occupancy. The amendments will also require that a notice of termination given under subsection 50(1)(c) be accompanied by a report prepared by a person with prescribed qualifications and that states that the repairs or renovations are so extensive that they require vacant possession of the rental unit and meet any other prescribed requirements.

Given that the RTA already “covers the field” and will do so to an even greater extent once the Bill 97 edits become law, it is our opinion that the licensing provisions proposed by the amendments to the By-law are ultra vires the legal authority of the municipality and are therefore illegal and unenforceable due to a conflict with the RTA.

Municipalities can exercise only those powers conferred on them by provincial or federal legislation. Consequently, as with any municipality, the City of London may only exercise:

- (a) powers expressly conferred by statute;
- (b) powers necessarily or fairly implied by the power expressed in the statute; and
- (c) powers essential and not merely convenient to the implementation of the purposes of the municipal corporation.

Because the enabling legislation limits the scope of the municipality’s lawmaking power, a municipal by-law will be illegal if it is inconsistent, not only with the letter, but also with the spirit or purpose of the enabling legislation. Public authorities, including municipalities, must not use their powers for purposes incompatible with or outside the scope of the purposes envisaged by their enabling statute.

If a municipality enacts a by-law or resolution to exercise authority that it does not have, then the by-law or resolution is illegal and without force and effect and may be quashed as *ultra vires* or, when it is possible to sever the illegal portion, quashed in part.

Pursuant to subsection 168(2) of the RTA, the Board has exclusive jurisdiction to determine all applications under the RTA and with respect to all matters in which jurisdiction is conferred on it by the RTA. Section 174 provides that the Board has the power to “hear and determine all questions of law and fact with respect to all matters within its jurisdiction under [the RTA].” By enacting legislation that amends the duties and responsibilities of landlords, the City of London purports to usurp the authority and jurisdiction of the Board by providing its own process for determining a breach of a landlord’s duties under the RTA.

Subsection 3(4) of the RTA provides that if a provision of the RTA conflicts with a provision of another Act, other than the *Human Rights Code*, the provision of the RTA applies.

Although the By-law relies upon the authority of the *Municipal Act, 2001*, subsection 14(1) of the *Municipal Act, 2001* mandates the primacy of provincial and federal statutes and regulations:

14 (1) A by-law is without effect to the extent of any conflict with,

- (a) a provincial or federal Act or a regulation made under such an Act; or
- (b) an instrument of a legislative nature, including an order, licence or approval, made or issued under a provincial or federal Act or regulation.

Subsection 14(2) of the *Municipal Act, 2001* clarifies that “without restricting the generality of subsection (1), there is a conflict between a by-law of a municipality and an Act, regulation or instrument described in that subsection if the by-law frustrates the purpose of the Act, regulation or instrument.” In the present case, there is a conflict between the RTA and the By-law as the latter purports to expand the responsibilities of landlords as described by the former.

With respect to a similar By-law which purported to require a landlord to provide accommodation to a tenant displaced by repairs or renovations, in *Greater Toronto Apartment Association v. City of Toronto*, the Ontario Superior Court quashed a similar provision enacted by that municipality that required landlords to provide, at their own expense, appropriate temporary accommodations to tenants within 24 hours of the onset of a disruption.¹

As the Court noted, the premise that landlords are legally obliged to provide habitable premises in all circumstances represents a misconception of landlord and tenant law relating to the rental contract and the RTA:

Landlords are not universally obliged to provide temporary housing when the landlord’s property becomes uninhabitable for whatever reason. Landlords are in the business of providing social services. Landlords are not universally obliged by contract to provide social services to tenants. Landlords operating retirement homes and landlords operating assisted living accommodation may provide social services to their tenants, but operators of conventional apartment buildings are in

¹ 2022 ONSC 6335 (*Greater Toronto Apartment Association*’).

the business of providing accommodation in exchange for rent. Moreover, contrary to the City's submissions in its oral and written argument, landlords operating a typical residential apartment building do not have an obligation to provide accommodation to their tenants whenever the landlord's property becomes uninhabitable for whatever reason.²

The necessity of repairs requiring vacant possession contemplated by section 50 of the RTA is analogous to the electrical fire in *Greater Toronto Apartment Association* that resulted in the evacuation of 1500 residents and substantial expense to the City. Neither should be presumed to represent a state of affairs created by the landlord.

The premise of the present study appears to align with a popular presumption that so-called "renovictions" represent a presumptively disingenuous ruse to deprive tenants of their homes, likely in the pursuit of charging higher rents. However, the clear wording of section 50 of the RTA provides landlords with a process to conduct necessary repairs so substantial that vacant possession is required for their completion and the safety of the residents. There is no rebuttable presumption in section 50 that would place an evidentiary onus on a landlord serving the required notice of termination to demonstrate the good faith intentions of serving such a notice. For those landlords who do serve such notices in bad faith, there is a process provided in section 57 of the RTA to apply for relief to the Board. The By-law effectively serves to impute an implied finding of bad faith on the part of landlords at first instance by imposing licencing fees and other requirements on the apparent presumption that the work contemplated is largely elective and therefore requiring confirmation of its necessity.

Essentially, in the absence of any evidence to support the apparent premise that major repairs or renovations are inherently gratuitous, the proposed amendment serves to tax construction and repairs undertaken by landlords over and above federal and provincial taxes on labour and materials needed to bring properties into a habitable state. At the same time, the regulations and expenses posed by the amendments recommended by ACORN potentially discourage the same landlords from undertaking the necessary repairs and maintenance to their properties largely to the detriment of those residents the By-law purports to protect.

It may also be found that the licensing fee is an indirect tax – a tenant who intends to exercise his or her right of first refusal to move back into a renovated or substantially repaired unit, may ultimately be paying the licensing fee and costs of mandatory temporary accommodation by way of an Above Guideline Rent increase.

Moreover, municipal regulation of so-called "renovictions" would be extremely complicated and would have unintended consequences inevitably adding substantial and unnecessary costs to housing. The administrative costs to operate the present licencing program was estimated at approximately \$400,000 annually according to a report generated by the LPMA in 2012. An FOI request by the LPMA revealed that the total costs related to licensing landlords between 2010 and 2012 totalled \$1,260,000, ultimately resulting in a \$1,160,000 net loss to taxpayers to September 13, 2012 to fund the program, a loss not disclosed by staff reports at the time. The increased costs associated with adding enforcement officers and staff to process an enhanced licencing program would exponentially increase these costs and ultimately pass to the very


² *Ibid.* at para. 52.

tenants that council and advocacy groups seek to protect. The LPMA views the proposed expansion of this dysfunctional licencing program as inconsistent with responsible oversight by council.

The end result of such a significant increase in licencing fees and process will see rents increase to tenants across the City, where affordable rents for low income individuals are already in desperately short supply. Rather than exploring municipal options to limit or prevent renovictions through current and/or new by-law(s), policies and programs, we would suggest joint advocacy with stakeholders such as LPMA to encourage the Provincial legislature to implement the changes proposed by Bill 97 and to address the wait times at the Board.

Yours very truly,

COHEN HIGHLEY LLP



signature electronically affixed

Joe Hoffer
JJH:kfl
email: hoffer@cohenhighley.com

c.c. Client

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: Inspections By-law – Housekeeping Amendment
Date: March 18, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following actions be taken:

- (a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on March 26, 2024, to amend the Inspections By-law.

Executive Summary

This report addresses a housekeeping matter in aligning recently approved fees and charges related to the issuance of notices and Orders related to by-law non-compliance with the Inspections By-law.

Linkage to the Corporate Strategic Plan

This report is aligned with the following strategic area of focus: Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Community & Protective Services Committee: October 2008.

1.2 Strategic Plan

This report is aligned with the following strategic area of focus: Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.

2.0 Discussion and Considerations

At its meeting held on November 28, 2023, Municipal Council approved a new fees schedule for the Fees and Charges By-law. A new fee was introduced for the issuance of notices and Orders related to by-law violations. Part of the operational process for the issuance of an Order involves an initial site inspection. The purpose of the attached amendment to the Inspections By-law is to provide clarity that a fee can be issued as part of an initial inspection in addition to a second or subsequent compliance verification inspection or an inspection resulting from a repeat by-law violation as is currently noted in the Inspections By-law. The intent of the fees associated with the issuance of notices and Orders is for cost recovery purposes. This approach is consistent with many municipalities across Ontario.

3.0 Financial Impact/Considerations

None

Conclusion

This report and accompanying amendment provides clarity in aligning recently approved fees and charges associated with the issuance of notices and Orders related to by-law non-compliance with the Inspections By-law.

Prepared by: Orest Katolyk, MLEO (C)
Director, Municipal Compliance

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

Appendix 'A'

Bill No.
2024

By-law No. A 30 __

A by-law to amend By-law No. A 30
"Inspections By-law".

WHEREAS section 436 the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that the City has the power to pass by-laws providing that the City may enter on land at any reasonable time for the purpose of carrying out an inspection;

AND WHEREAS section 438 of the Municipal Act, 2001 provides that the City has the power to pass by-laws providing that the City may undertake inspections pursuant to orders issued under section 438;

AND WHEREAS sections 435 and 437 of the Municipal Act, 2001 set out certain additional powers and restrictions governing the powers of entry;

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

1. The Inspections By-law A30 is hereby amended by deleting section 5A1 and replacing it with: " An inspection fee, as stated in the Fees and Charges By-law, may be imposed in one or more of the following circumstances, when an Officer conducts an inspection and the Officer determines: there is a violation of the by-law; there is a failure to remedy a by-law violation by the date of compliance set out in a written notice or Order; or there is a repeat by-law violation ".

This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2024.

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

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

Subject: Business Licensing By-law and Fireworks By-law – Amendments

Date: March 18, 2024

Recommendation

That, on the recommendation of the Deputy City Managers, Planning and Economic Development and Neighbourhood and Community-Wide Services, the following actions be taken:

- a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend Business Licensing By-law by adding a new Schedule for Consumer Fireworks Sales;
- b) the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend Schedule “A-5”, being the Administrative Monetary Penalty System (AMPs) By-law and adding new penalties for Consumer Fireworks Sales; and,
- c) the attached proposed by-law (Appendix “C”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend the Fireworks Bylaw PW-11 by allowing for consumer and display fireworks to be discharged on four specific days.

Executive Summary

On August 29, 2023, Municipal Council directed Civic Administration to amend the Fireworks By-law and Business Licensing By-law to allow for consumer fireworks on four specific days of the year (Victoria Day, Canada Day, Diwali and Lunar New Year) as well as regulate the sales of consumer fireworks.

This report seeks Council’s approval to amend the necessary by-laws and these amended by-laws are attached as Appendices “A”, “B”, and “C”.

Linkage to the Corporate Strategic Plan

This report is aligned with the following strategic area of focus: London has safe, vibrant, and healthy neighbourhoods and communities.

Analysis

1.0 Background Information

At its meeting held on August 29, 2023, Municipal Council directed that the following actions be taken with respect to Fireworks By-law Options:

- a) the Civic Administration **BE DIRECTED** to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023, and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

b) the Civic Administration BE DIRECTED to review the Business Licensing By-law with respect to the sale of fireworks and report back on the following:

- licensing all retailers of fireworks;
- required communications to retailers and clients;
- fees; and,
- potential Administrative Monetary Penalty application and other compliance measures;

1.1 Previous Reports Related to this Matter

- [Fireworks By-Law Options Public Participation Meeting Request](#) (Aug. 15, 2023)
- [Fireworks By-Law Options Report](#) (June 13, 2023)
- [Fireworks Bylaw PW-11 \(June 23, 2016\)](#)
- [Amendment of Fireworks By-Law PW-11](#) (June 21, 2016)
- [Amend Fireworks Bylaw](#) (April 26, 2016)
- [Amendment of Fireworks By-Law PW11](#) (June 16, 2014)

2.0 Discussion

2.1 Amendment to the Current Fireworks Bylaw PW-11

Based on the direction given by Council at the August 29, 2023 meeting, the following amendments have been made to the current Fireworks By-law:

- General housekeeping amendments to strengthen definitions and terms for more clarity and understanding.
- New definitions are included in the by-law including “Diwali”, “Licence Manager” and “Lunar New Year.”
- The Licence Manager will annually determine the dates for both Diwali and Lunar New Year and publish these dates on the City’s website.
- Amendments with respect to the days and times allowed to discharge consumer (backyard) fireworks. Consumer fireworks are allowed to be discharged between dusk and 11:00pm, on Victoria Day, Canada Day, Diwali, and the Lunar New Year only.
- Amendments with respect to the sale of consumer fireworks allowing this to occur for the five-day period immediately preceding Victoria Day, Canada Day, Diwali, and the Lunar New Year.

2.2 How will the sale of consumer fireworks be addressed?

Currently, the sale of consumer fireworks is regulated by the Business Licensing By-law - Seasonal Sales. As per past decisions of Council, only fireworks sold on a temporary basis and from a location other than a building were regulated. These locations were commonly referred to as “pop-up sales”. The time period for which the sale of fireworks was permitted was included in the Fireworks By-law.

As per Council direction, the attached by-law amendment includes the following:

- The sale of all consumer fireworks, including sales from established retail outlets located in shopping malls or stand-alone buildings as well as from mobile structures will be required to be licensed.
- The fee for the sale of fireworks will be an annual fee of \$800 since there will be four designated time periods for which the sale of consumer fireworks will be permitted.
- All licenced retail outlets will be required to provide communications to clients on safety and by-law regulations.
- The permitted times of sale will be outlined in the by-law regulations.
- Noncompliance with by-law regulations may be addressed by the issuance of Administrative Monetary Penalties.

The Business Licensing by-law is enforced by Municipal Law Enforcement Officers (MLEOs) who have the discretion to partner with other applicable agencies, including Fire Prevention Officers when necessary.

3.0 Next Steps

Municipal Compliance and the London Fire Department will work with Strategic Communications to develop a detailed communications plan, a social media strategy, and education tools and assets to outline the amendments made to the Fireworks By-law so that Londoners are aware of when they are allowed to discharge consumer (backyard) fireworks during the year. Municipal Compliance will also educate retail outlets on the changes to the Business Licensing By-law and the new penalties for consumer fireworks sales.

In addition, Civic Administration continues to respond and educate the community on the safe discharge of fireworks.

Conclusion

Municipal Council directed Civic Administration to amend the Fireworks By-law and Business Licensing By-law to allow for consumer fireworks on four specific days of the year as well as regulate the sales of consumer fireworks. The attached by-law amendments implement Council's direction.

Prepared by:

**Orest Katolyk, MLEO (C)
Director, Municipal Compliance**

**Matt Hepditch, CFEI
Deputy Fire Chief, Fire Prevention and Public Education**

Recommended by:

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

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

Bill No.
2024

By-law No. L.-131()-__

A by-law to amend By-law No. L.-131-16 entitled "A by-law to provide for the Licensing and Regulation of Various Businesses".

AND WHEREAS section 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 23.2 of the Municipal Act, 2001 permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the City deems it to be in the public interest, having regard to both public health and safety and consumer protection, to regulate the sale of consumer fireworks;

AND WHEREAS it is deemed expedient to amend By-law No. L.-131-16, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses", passed on December 12, 2017;

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

1. The Business Licensing By-law L.-131-16 is hereby amended by adding the attached new Schedule "20" "**Consumer Fireworks Sales Business**".
2. The Business Licensing By-law L.-131-16 is hereby amended by removing reference to "fireworks" in the Seasonal Sales Schedule.
3. The Business Licensing By-law L.-131-16, Schedule 1 – Business Licence Fees is hereby amended by adding: Consumer Fireworks Sales Business Licence fee - \$800.

This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 2, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading –
Second reading –
Third reading –

Schedule 20 - Consumer Fireworks Sales Business

1.0 Definitions

1.1 In this Schedule:

“Consumer Fireworks” means low hazard fireworks generally used for recreation, which may be classified as type F.1 explosives under the Explosives Act but does not include crackers, caps or sparklers containing less than 2 mg of explosive substance;

“Consumer Firework Sales Business” means any person engaged in the business of selling Consumer Fireworks from a Property;

“Property” means a building or structure or part of a building or structure and includes the lands and premises appurtenant to the building or structure and all mobile buildings, mobile structures, tents, and vacant land.

2.0 Powers of Licence Manager

In addition to any other power, duty or function prescribed in the By-law, the Licence Manager may make regulations under this Schedule including:

2.1 Prescribing the manner, form, and content of information regarding the regulations of the Fireworks By-law including public safety information as outlined in the consumer information requirements of this Schedule.

3.0 Prohibitions

3.1 No person shall operate a Consumer Fireworks Sales Business without holding a current valid licence issued under this By-law.

3.2 No person shall possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks except on the following days:

- a) Victoria Day;
- b) Canada Day;
- c) the day that the Licence Manager annually determines is the Lunar New Year and publishes on the City’s website;
- d) the day that the Licence Manager annually determines is Diwali and publishes on the City’s website; and
- e) the five (5) day period immediately preceding each of the days listed in (a) to (d).

3.3 No person shall possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks to any person who is or who appears to be under the age of eighteen years without first verifying their age using two pieces of authentic, valid, current, government issued identification, one of which shall include a photograph, in the presence of the person being verified.

3.4 No person shall possess for the purpose of sale, offer for sale, cause, or permit to be sold, or sell Consumer Fireworks to any person without providing consumer information regarding the Fireworks By-law and any associated public safety information in the form and content prescribed by the Licence Manager.

Appendix B

Bill No.
2024

By-law No. A-54-_____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-5” for the Business Licensing By-law for the categories of Consumer Fireworks Sales Business.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019 passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to Schedule “A-5” for the category of Consumer Fireworks Sales Business in the Business Licensing By-law,

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

1. That Schedule “A-5” of By-law No. A-54, being the Penalty Schedule for Business Licensing By-law be amended to include the following rows:

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Operate Consumer Fireworks Sales Business without current valid licence	x	\$500
2	Possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks except on permitted days	x	\$500
3	Possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks to any person who is or who appears to be under the age of eighteen years without first verifying their age	x	\$200
4	Possess for the purpose of sale, offer for sale, cause, or permit to be sold, or sell Consumer Fireworks to any person without providing consumer information.	x	\$100

Bill No.
2024

By-law No. PW-11-

A By-law to amend By-law PW-11 entitled, “A by-law to provide for the sale of fireworks and the setting off of fireworks and pyrotechnics within the City of London, and for requiring a permit and imposing conditions”.

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly, so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 section 10 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, and may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality, 6. Health, safety and well-being of persons, 8. Protection of persons and property, including consumer protection, 9. Animals, 10. Structures, including fences and signs, and 11. Business licensing;

AND WHEREAS subsections 8(3) and (4) of the *Municipal Act, 2001* provide that a by-law under section 10 may: regulate or prohibit respecting the matter; require persons to do things respecting the matter; provide for a system of licences (permits) respecting the matter; and such by-law may be general or specific in its application and may differentiate in any way and on any basis a municipality considers appropriate;

AND WHEREAS s.120 of the *Municipal Act, 2001* provides that a local municipality may,

- (a) prohibit and regulate the manufacture of explosives in the municipality;
- (b) prohibit and regulate the storage of explosives and dangerous substances in the municipality;
- (c) regulate the keeping and transportation of explosives and dangerous substances in the municipality.

and further that a municipality may prohibit the manufacture or storage of explosives unless a permit is obtained, and may impose conditions of obtaining or continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS s.121 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate the sale of fireworks and the setting off of fireworks, and further that a municipality may prohibit those activities unless a permit is obtained for those activities and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS section 7.1(1) of the *Fire Protection and Prevention Act*, S.O. 1997, C. 4, as amended provides that a council of a municipality may pass by-laws regulating fire prevention, including the prevention of the spreading of fires;

AND WHEREAS s.7.1(4) of the *Fire Protection and Prevention Act* provides that a municipality may appoint an officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by-laws enacted in accordance with this section are being complied with;

AND WHEREAS O. Reg. 213/07 (the Fire Code) made under the *Fire Protection and Prevention Act* sets out requirements with respect to “Explosives, Fireworks and Pyrotechnics” in Section 5.2;

AND WHEREAS s.29 of the *Explosives Act*, R.S.C., 1985, c. E-17 provides that the Act does not relieve any person from the obligation to comply with the requirements of any by-law in relation to explosives;

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

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

1. Section 1. of By-law PW-11 is amended by:

a) adding the following new defined term and definition for “Diwali” alphabetically:

“Diwali” means the day that the Licence Manager annually determines is Diwali and publishes on the City’s website;

b) adding the following new defined term and definition for “Licence Manager” alphabetically:

“Licence Manager” means the Licence Manager as defined in the City’s Business Licensing By-law;

c) adding the following new defined term and definition for “Lunar New Year” alphabetically:

“Lunar New Year” means the day that the Licence Manager annually determines is the Lunar New Year and publishes on the City’s website;

2. Subsection 3(3) of By-law PW-11 is amended by deleting it and replacing it with the following new subsection 3(3):

(3) No person shall sell consumer fireworks except on the following days:

a) Victoria Day, Canada Day, Diwali, and the Lunar New Year;

b) the five-day period immediately preceding each of the days listed in (a) above;

c) at such other times and such other dates as permitted by Council by by-law.

3. Subsection 5(1) of By-law PW-11 is amended by deleting it and replacing it with the following new section 5:

5. (1) No person shall discharge consumer fireworks except:

a) between dusk and 11:00 p.m. on Victoria Day, Canada Day, Diwali and the Lunar New Year;

b) as part of a display of display fireworks for which a permit has been obtained and for which all conditions and requirements of the permit have been met;

c) at such other times and such other dates as permitted by Council by by-law.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 2, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading -
Second Reading –
Third Reading –

That, on the recommendation of the Deputy City Managers, Planning and Economic Development and Neighbourhood and Community-Wide Services, the following actions be taken:

- a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend Business Licensing By-law by adding a new Schedule for Consumer Fireworks Sales;
- b) the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend Schedule “A-5”, being the Administrative Monetary Penalty System (AMPs) By-law and adding new penalties for Consumer Fireworks Sales; and,
- c) the attached proposed by-law (Appendix “C”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend the Fireworks Bylaw PW-11 by allowing for consumer and display fireworks to be discharged on four specific days.
- d) the attached proposed by-law (Appendix “D”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 2, 2024, to amend By-law A-59 being “A by-law to provide for Various Fees and Charges” to add Consumer Fireworks Sales Business Licence Fees

Appendix A

Bill No.
2024

By-law No. L.-131()-__

A by-law to amend By-law No. L.-131-16 entitled "A by-law to provide for the Licensing and Regulation of Various Businesses".

AND WHEREAS section 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 23.2 of the Municipal Act, 2001 permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the City deems it to be in the public interest, having regard to both public health and safety and consumer protection, to regulate the sale of consumer fireworks;

AND WHEREAS it is deemed expedient to amend By-law No. L.-131-16, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses", passed on December 12, 2017;

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

1. The Business Licensing By-law L.-131-16 is hereby amended by adding the attached new Schedule " " "**Consumer Fireworks Sales Business**".
2. The Business Licensing By-law L.-131-16 is hereby amended by removing reference to "fireworks" in the Seasonal Sales Schedule.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 2, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading –
Second reading –
Third reading –

Schedule ___ - Consumer Fireworks Sales Business

1.0 Definitions

1.1 In this Schedule:

“Consumer Fireworks” means low hazard fireworks generally used for recreation, which may be classified as type F.1 explosives under the Explosives Act but does not include crackers, caps or sparklers containing less than 2 mg of explosive substance;

“Consumer Firework Sales Business” means any person engaged in the business of selling Consumer Fireworks from a Property;

“Property” means a building or structure or part of a building or structure and includes the lands and premises appurtenant to the building or structure and all mobile buildings, mobile structures, tents, and vacant land.

2.0 Powers of Licence Manager

In addition to any other power, duty or function prescribed in the By-law, the Licence Manager may make regulations under this Schedule including:

2.1 Prescribing the manner, form, and content of information regarding the regulations of the Fireworks By-law including public safety information as outlined in the consumer information requirements of this Schedule.

3.0 Prohibitions

3.1 No person shall operate a Consumer Fireworks Sales Business without holding a current valid licence issued under this By-law.

3.2 No person shall possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks except on the following days:

- a) Victoria Day;
- b) Canada Day;
- c) the day that the Licence Manager annually determines is the Lunar New Year and publishes on the City’s website;
- d) the day that the Licence Manager annually determines is Diwali and publishes on the City’s website; and
- e) the five (5) day period immediately preceding each of the days listed in (a) to (d).

3.3 No person shall possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks to any person who is or who appears to be under the age of eighteen years without first verifying their age using two pieces of authentic, valid, current, government issued identification, one of which shall include a photograph, in the presence of the person being verified.

3.4 No person shall possess for the purpose of sale, offer for sale, cause, or permit to be sold, or sell Consumer Fireworks to any person without providing consumer information regarding the Fireworks By-law and any associated public safety information in the form and content prescribed by the Licence Manager.

Bill No.
2024

By-law No. A-54-_____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-5” for the Business Licensing By-law for the categories of Consumer Fireworks Sales Business.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019 passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to Schedule “A-5” for the category of Consumer Fireworks Sales Business in the Business Licensing By-law,

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

1. That Schedule “A-5” of By-law No. A-54, being the Penalty Schedule for Business Licensing By-law be amended to include the following rows:

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Operate Consumer Fireworks Sales Business without current valid licence	Schedule __, Section 3.1	\$500
2	Possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks except on permitted days	Schedule __ Section 3.2	\$500
3	Possess for the purpose of sale, offer for sale, cause or permit to be sold, or sell Consumer Fireworks to any person who is or who appears to be under the age of eighteen years without first verifying their age	Schedule __, Section 3.3	\$200
4	Possess for the purpose of sale, offer for sale, cause, or permit to be sold, or sell Consumer Fireworks to any person without providing consumer information.	Schedule __, Section 3.4	\$100

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 2, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading –
Second reading –
Third reading –

Bill No.
2024

By-law No. A-59

A by-law to amend By-law A-59 being “A by-law to provide for Various Fees and Charges” to add Consumer Fireworks Sales Business Licence Fees.

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* 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 section 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;

AND WHEREAS section 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS section 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees or charges on persons:

- (a) for services and activities provided or done by or on behalf of it;
- (b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That Schedules 1, 2, 3 and 4 of the Fees and Charges By-law A-59 be amended in the Protective Services Grouping by adding the following:

“Consumer Fireworks Sales Business Licence Fee+ - \$800.00”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 2, 2024

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – April 2, 2024
Second Reading – April 2, 2024
Third Reading – April 2, 2024

TO: Community and Protective Services Committee

FROM: Becca Amendola

RE: 5th Meeting of the CPSC, March 18, 2024, Item 2 (2.6) on the Agenda, Business Licensing By-law and Fireworks By-law — Amendments

I am writing to request that a noise complaint button/tab be added to the Service London online portal.

Many individuals attended the public participation meeting on August 15th, 2023 to address the plethora of fireworks bylaw violations that have occurred throughout their time living in London. This group, arguably the first group to bring this topic to the council, has been effectively **ENTIRELY** ignored in the development of this new bylaw. These individuals came out to share vulnerable experiences of facing stress, pain, and even genuine fear in the event of these fireworks violations. Yet the council's response at the time was not to acknowledge the growing issue of violations, but to instead introduce two additional fireworks holidays, effectively increasing the chances of these violations happening more often.

Thus, I request that the council implement a new button/tab on the Service London Portal to allow individuals to make reports after hours when they face fireworks violations and any other noise violations according to our local bylaws.

The current system fails to accommodate a multitude of barriers to reporting. Firstly, many people believe that like the hospital, accessing police services should be restricted to extreme emergency cases only. Thus they will not follow through the recorded prompts on the city noise complaint line when it directs people to report to the police. Further, some individuals simply have bad associations with police and thus will avoid reporting issues simply to avoid interacting with the police.

Additionally, the current system fails to accommodate individuals who have limited communication devices. The fact is many low-income individuals can't afford to support a full phone plan, but they can maintain a mobile device with internet access. Thus, these individuals effectively **CAN NOT** make noise complaints to city hall in any way because the only format to collect these complaints is by phone.

Thus, for these various accessibility reasons, as well as the issues of basically **ALL** fireworks violations occurring after hours, it is only logical to add a button on the Service London Portal for noise complaints.

With regard to concerns about triaging complaints, I respect that some reports may require LPD intervention and in those cases, it makes sense to forward those complaints to the police. But there's a high likelihood that if it's a police matter, people **WILL** call the police first. Further, the police already send non-police complaints to the city, so why shouldn't the city simply do the reverse when it's necessary?

In conclusion, there is currently no accessible format for Londoners to make noise complaints to the city after office hours have closed. Thus, the implementation of a noise complaint button will increase accessibility and give Londoners more options when city hall is closed and they don't feel comfortable contacting the police. Please consider this addition to the Service London website, not just for impoverished Londoners or authority-adverse Londoners but also for anyone in between that we may not be aware would benefit from increased accessibility to reporting lack of noise by-law respect or accountability.

Thank you for your time and consideration

TO: Community and Protective Services Committee

FROM: Deanna Ronson

RE: 5th Meeting of the CPSC, March 18, 2024, Item 2 (2.6) on the Agenda, Business Licensing By-law and Fireworks By-law — Amendments

Dear Chair Pelosa and Committee Members,

We are writing with concerns regarding the Business Licensing By-law. We believe that the Staff report fails to address some important questions that have been raised several times by our group, starting in July 2022.

1. How will the City determine the number of fireworks stands that are licensed, and how are these licenses allocated to the vendors? Is it first come, first served, are there location limits as to how close they can be? Is there a limit on "seasonal sales businesses" (ie, "pop-up vendors")? Are unlimited licenses available so long as a vendor has procured space from a property owner?
2. In the Staff Report, Item 2. (2.2 p. 70 of the agenda), the third bullet point reads, "*All licensed retail outlets will be required to provide communications to clients on safety and by-law regulations.*" This point is extremely vague. What exactly are the "communications"? Is verbal notice on general safety and by-law sufficient? Will written communications be mandated? Will these communications need pre-approval approved by City Staff to ensure their accuracy?
3. What steps will the City routinely take to ensure that vendors are in full compliance with all of the requirements contained in the Fireworks By-law? That is, will full inspections of the vendors' premises be regular and routine, or will they only be completed on a complaint basis?
4. How will the City compile the inspection results and how will the public access these reports? Will there be a public list of vendors by address along with a copy of the license that they have with the City?
5. How will the City make sure that only the fireworks' products listed in the by-law are available?

We believe that it is important that the questions above be answered **before** the Business Licensing By-law is passed.

Regarding Item 3.0 in the Staff Report (Next Steps), we would like to see either Municipal Compliance or Civic Administration add an official online fireworks complaint report system to the City of London's website. Your committee has heard from many residents that the current report system is broken. Folks can either not get through on the phone lines or there is no way to leave their information. The City needs a streamlined complaint process.

The City of Mississauga is just one Ontario city that has a fine example of online reporting (<https://www.mississauga.ca/services-and-programs/health-and-safety/fire-and-emergency-services/fireworks/>). Residents input their personal information, give a location for the fireworks violation and state whether or not the fireworks were set off outside the permitted day, the permitted times, non-permitted fireworks or setting off in an approved manner. There is a space for additional comments.

By implementing an **accessible, streamlined online reporting system** for fireworks violations, the City would be better equipped to track fireworks' violations.

Thank you for taking the time to address our concerns.

Sincerely,

Deanna Ronson
Londoners for "Quiet" Fireworks

Hello,

I am writing to make a submission to the added agenda for the Community and Protective Services Committee meeting coming up on March 18, 2024. My submission is regarding agenda item 2.6

Business Licensing By-law and Fireworks By-law – Amendments. Please note that I grant permission for this submission to appear on the public agenda. I am also copying all members of CPSC for their information.

I have reviewed the staff report and proposed by-law amendments. I am sharing the following two questions so that they may be addressed during the committee's discussion.

1. **Is there a mechanism available to the City to temporarily suspend or amend components of the Fireworks by-law or Business Licensing by-law (as it applies to fireworks) in response to acute elevated risk of wildfires, such as by declaring a temporary ban on selling or detonation of fireworks? (see background below)**
2. If there is such a mechanism, what process and criteria are used by officials to evaluate risk associated with fireworks, and how are any temporary changes communicated to businesses and the public?

Background:

- In June 2023, responding to an extended period of drought and extremely dry conditions, the Acting Fire Chief enacted [a larger outdoor burn ban](#) in London which lasted for 10 days. The [Open Air Burning by-law f-9](#) includes the following provision:
 - *"2.3. Notwithstanding the conditions in this By-law in which Open Air Burning is Approved, the Fire Chief, Chief Fire Official or designate shall have the authority to issue a burn ban under the conditions of a drought, pandemic, state of emergency, which would supersede all Approvals to conduct Open Air Burning in accordance with this By-law."*
- The draft Fireworks by-law does not make any reference to mitigating fire risks associated with fireworks, such as including a provision similar to the Open Air Burning by-law listed above.
- In 2024, it is forecasted that southern Ontario will experience abnormally dry conditions similar to last year ([source](#)). Under climate change conditions, elevated frequency and severity of droughts will continue in our region. Section 1 of the City of London Climate Emergency Action Plan states: *"London has luckily remained relatively unscathed from the severe physical impacts of climate change such as forest fires, major floods and intense heat waves that have struck other parts of the world. As time progresses however, London will very likely experience more severe effects."*

- In August 2023, the Environmental Stewardship and Action Community Advisory Committee (ESACAC) submitted [recommendations on the fireworks by-law update](#) that provide detailed research into London's wildfire risk. In summary, although London has historically been safe from wildfires, into the future there may be elevated risk to people, infrastructure and natural heritage. [The National Guide for Wildland-Urban Interface Fires](#) (NRCAN, 2021) provides recommendations for consideration by municipalities when enacting regulations, such as by-laws, to limit wildfire risks.

Thank you for your consideration.

Brendon Samuels
Resident, Ward 4

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

Kelly Scherr, Deputy City Manager, Environment and
Infrastructure

Subject: Parks and Recreation Master Plan Annual Report

Date: March 18, 2024

Recommendation

That, on the recommendation of the Deputy City Managers of Neighbourhood and Community-Wide Services and Environment and Infrastructure, the [Parks and Recreation Master Plan](#) Annual Report **BE RECEIVED** for information.

Executive Summary

This report presents the City of London's third annual [Parks and Recreation Master Plan](#) report since the Plan was approved by City Council on June 25, 2019. It will serve as a summary of the Plan, including the vision and goals, provide highlights of 2023 accomplishments, and identifies key priorities and projects for 2024 that will continue to move the Plan forward.

Linkage to the Corporate Strategic Plan

The [Parks and Recreation Master Plan](#) is aligned with the following Strategic Areas of Focus and outcomes in the City of London's 2023-2027 Strategic Plan:

- Reconciliation, Equity, Accessibility, and Inclusion – The City of London is a leader in becoming an equitable and inclusive community.
- Wellbeing and Safety - London has safe, vibrant, and healthy neighbourhoods and communities.
- Climate Action and Sustainable Growth – London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Annual Report](#) (January 31, 2023)
- [Parks and Recreation Master Plan Annual Report](#) (March 29, 2022)
- [Parks and Recreation Master Plan Update](#) (June 17, 2019)

2.0 Discussion and Considerations

2.1 Background and Purpose

The City of London offers high quality parks, open spaces, recreation programs, sport services, and facilities that engage residents and visitors of all ages and abilities. Parks, recreation, and sport 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. They also contribute to larger outcomes in the city, such as engaging children in active play, decreasing childhood obesity, poverty reduction, improved mental health, city building and the creation of healthy and safe neighbourhoods, economic health, sport tourism initiatives, environmental management and protection, connecting with and developing an appreciation of nature, cultural prosperity, and more.

The [Parks and Recreation Master Plan](#), approved by City Council on June 25, 2019, provides overall vision, direction, and guidance for planning and making decisions about parks, open spaces, environmental management, recreation programs, sport services, and facilities. It is informed by public input and is aligned to local, provincial, and national policies, strategies, best practices, trends, demographics, and growth forecasts.

The Plan contains a series of recommendations, some of which refer to discrete projects or actions and others that provide ongoing and incremental guidance. In total, there are 119 recommendations aligned with five (5) overarching goals. Full implementation of the Plan will require ongoing community engagement, flexibility in approach, partnerships, and funding from a variety of sources.

The Master Plan has a timeframe of ten years (2019 to 2028) and includes a longer-term outlook for major capital projects to 2039.

The purpose of this report is to:

- a) Update City Council and the public on COVID-19 recovery in recreation and sport service delivery;
- b) Highlight accomplishments from 2023 against the Plan's goals and recommendations; and,
- c) Identify key priorities and projects for 2024 that will continue to move the Plan forward.

2.2 Parks and Recreation Master Plan Vision and Goals

Vision

In London, all residents – regardless of age, ability, culture, gender, income, or where they live – have the opportunity to participate and share in meaningful and accessible parks, recreation, and sport experiences.

Goals

Goal #1 – Active Living:

We will support and promote opportunities for active living. This will be achieved through unstructured and structured experiences that encourage regular physical activity and healthy aging.

Goal #2 – Inclusion and Access:

We will remove barriers to participation by adopting a model of “access for all”. This will be achieved by welcoming and including all residents.

Goal #3 – Connecting People and Nature:

We will strengthen residents' connections with their neighbourhoods and nature. This will be achieved through public awareness, neighbourhood-driven activities and decision-making, and opportunities to animate and enjoy London's outdoor spaces and places.

Goal #4 – Supportive Environments:

We will invest strategically in parks, recreation, and sport infrastructure to support the Master Plan goals. This will be achieved by responding to demonstrated community needs through the thoughtful design, delivery, and management of parks, facilities, and spaces.

Goal #5 – Recreation Capacity:

We will deliver exceptional parks, recreation, and sport services. This will be achieved using effective and responsive practices, partnerships, innovation, leadership, and accountability at all levels.

2.3 COVID-19 Recovery

Parks, recreation programs, sport services, and facilities were greatly impacted by the COVID-19 pandemic. Facility closures, program restrictions and capacity limits, increased demands on parkland/trail/pathway systems, and delays in planned capital works are all examples of this impact.

The following data points assist in quantifying both, the impact of COVID-19 on service delivery throughout 2020 and 2021, and the City of London’s recovery trajectory, which now well exceeds pre-pandemic service levels, and represents record high numbers of participants, offerings, and utilization.

In future annual reports, this section will be focused more on Key Performance Indicators (KPI’s), as opposed to COVID-19 impact or recovery.

Recreation Programs:

- 2019 – 74,411 total participants, 10,500 programs, 6,869 summer camp spaces
- 2020 – 23,077 total participants, 4,592 programs, 2,710 summer camp spaces
- 2021 – 18,864 total participants, 2,842 programs, 2,777 summer camp spaces
- 2022 – 71,028 total participants, 6,370 programs, 5,619 summer camp spaces
- 2023 -- 97,639 total participants, 8,955 programs, 6149 summer camp spaces

Aquatics:

- 2020 - 46,813 total participants, 1,690 registered programs, 5,756 drop-in sessions
 - 2021 - 107,435 total participants, 1,387 registered programs, 8,238 drop-in sessions
 - 2022 - 146,398 total participants, 3,088 registered programs, 7,560 drop-in sessions
 - 2023 - 197,398 total participants, 3,209 registered programs, 9,992 drop-In sessions
- *2019 Aquatics data unavailable at time of report production

Sport Services:

- 2019 – 36,905 hours allocated to groups for outdoor sports fields
- 2020 – 4,083 hours allocated to groups for outdoor sports fields
- 2021 – 18,044 hours allocated to groups for outdoor sports fields
- 2022 – 37,426 hours allocated to groups for outdoor sports fields
- 2023 – 39,018 hours allocated to groups for outdoor sports fields

Golf Services:

- 2019 – 104,667 rounds of golf played on City of London courses
- 2020 – 112,000 rounds of golf played on City of London courses
- 2021 – 110,550 rounds of golf played on City of London courses
- 2022 – 111,075 rounds of golf played on City of London courses
- 2023 – 120,295 rounds of golf played on City of London courses

2.4 Highlights of 2023 Accomplishments

The below chart is intended to capture high-level accomplishments from 2023. It should be noted that this list does not capture all day-to-day activities of the services provided that also further the Master Plan.

Goal	Accomplishments
Active Living	<ul style="list-style-type: none"> • 120,295 rounds of golf played in the municipal golf system. • 58,456 public skating participants and 3,725 Learn to Skate participants. • Huff N' Puff seniors sport and fitness programs fully returned to community centres, offering approximately 45 programs per week. • Provided 12 free senior events during seniors' month, and 144 free virtual senior programs. • 3 million+ visits to all recreation and sport facilities. • 500 hours of free opportunities added by increasing the variety, frequency, location, and promotion of programs. • 12 new fitness classes and 300 more participants added by expanding the partnership with the Canadian Centre for Activity and Aging (CCAC). • 2 million+ users of city operated trails and pathways. • Reintroduction of partner programs, such as, Swim to Survive and high school swimming. • 4,000+ visits during Statutory and Public Holiday free programming events and activities.
Inclusion and Access	<ul style="list-style-type: none"> • Supported 7,100 individuals accessing recreation opportunities through the Play Your Way financial assistance program. • Piloted sensory-friendly events at Storybook Gardens in partnership with Autism Ontario. • Offered free access to 5,254 children from June through August to Storybook Gardens on 'Festival Fridays', made possible by various sponsorships. • 70 approved applications through the Waiving or Reducing of Fees (WORF) program, representing 1,299 hours of recreation programming, which helps to reduce the cost of using recreational space if it proves to be a barrier. • Accessible washrooms installed at Labatt Park through the Investing in Canada Infrastructure Program (ICIP). • In partnership with local Indigenous groups, undertook regular, and meaningful engagement on matters of importance related to parks, recreation programs, sport services, and facilities. • In partnership with N'Amerind Friendship Centre, facilitated 75 hours and 500 participants of recreational opportunities for Indigenous youth. • In partnership with the South London Neighbourhood Resource Centre, provided over 250 hours and 1,500 participants of recreational opportunities for newcomer youth and families. • Introduced a foodbank cupboard at Hamilton Road Seniors' Centre. • All Day Camp staff received targeted 2SLGBTQIA+ training to make camps more inclusive. • Seniors Centre and Seniors Satellite staff trained in dementia-friendly practices through a partnership with the Alzheimer Society. • All staff trained in mental health and suicide prevention strategies. • Completed a policy review and public education for the scattering of ashes and commenced upgrades to locations along the Thames River to support community gatherings.
Connecting People and Nature	<ul style="list-style-type: none"> • Recognized by Provincial and Federal partners for leadership in invasive species management, efforts to keep parks, trails, and woodlands protected and safe. • Continued to support and expand London's provincially recognized recreational pathway system, bringing the total length of all pathways to 263.64 KM.

Goal	Accomplishments
	<ul style="list-style-type: none"> Completed a paddling plan for the Thames Valley Corridor to improve access and ensure sustainable use. Expanded outdoor recreation programming with new programs such as, Outdoor Explorers, snowshoeing, trail running and hiking programs.
Supportive Environments	<ul style="list-style-type: none"> Completed renovations to Silverwoods pool. Installed an urban park at Thompson Ravine Park. Installed tennis courts at Rowntree, Glanworth and Oakridge Optimist Park. Installed a basketball court in Westbury Park. Obtained funding through the Green and Inclusive Community Building (GICB) Program to complete an energy retrofit project at Kinsmen Arena. Completed a 'Garden of Reflection' at Hyde Park Village Green. Installed a community garden at Jaycee Park with 25 plots and gardeners. 11 Neighbourhood Decision Making projects were installed at city parks. Completed the re-opening of the Glen Cairn outdoor pool. Completed infrastructure work at both Thames Valley and Fanshawe golf courses. Continued work on the lighting of sports fields at North London Athletic Fields. Commenced construction of an expanded tennis and pickleball facility in White Oaks Park, with support from National Bank and Tennis Canada. \$3.1 million in completed life cycle renewal on current infrastructure.
Recreation Capacity	<ul style="list-style-type: none"> Continued partnerships with Thames Valley District School Board and the London District Catholic School Board providing recreational programming at 31 schools across London. 73 businesses and community groups contributed \$638,282 in sponsorship value supporting programs and projects. These contributions support infrastructure enhancements, create free access to programs, and generate advertising revenue. Improvements made in recruiting and certifying new lifeguards following the global shortage as an outcome of COVID-19. Facilitated community access to Western University and Fanshawe College's recreation and sport amenities.

2.5 Key 2024 Priorities

The below chart is intended to capture high-level priorities for 2024. It should be noted that this list does not capture all day-to-day activities of the services provided that also further the Master Plan.

Goal	2024 Priorities
Active Living	<ul style="list-style-type: none"> Create additional unstructured and structured experiences that encourage regular physical activity. Continue to maximize use for existing space in current Parks and Recreation system for all areas. Expanding the variety, frequency, location, and promotion of recreation and sport programs. Continue to review program participation data to make informed decisions about program development.
Inclusion and Access	<ul style="list-style-type: none"> Continue to remove barriers to participation to be welcoming and inclusive of all residents.

Goal	2024 Priorities
	<ul style="list-style-type: none"> • Provide drowning prevention campaigns combined with swimming opportunities, for newcomer communities. • Design and construct accessible washrooms at Thames Valley Golf Course. • Increase the number of free drop-in programs in all of recreation and sport. • Connect with newcomers to provide expanded access to recreational programming. • Work collaboratively with populations that face constraints to participation. • Undertake a review of the effectiveness of the Play Your Way and Waiving or Reducing of Fees financial assistance programs, including opportunities to simplify the processes. • Renovate washrooms at Storybook Gardens admission hall to improve accessibility. • Upgrade play equipment and improve playground accessibility in five different parks.
Connecting People and Nature	<ul style="list-style-type: none"> • Strengthen connections with neighbourhoods and nature through public awareness, neighbourhood driven activities and decision making, and opportunities to animate and enjoy London’s outdoor spaces and places. • Expand the recreational pathway system including the Stoney Creek Connection, Richmond Street North Pedestrian Crossing, and extension of the Thames Valley Parkway main branch. • Extend the Hyde Park Rotary Trail north to Sunningdale Road. • Explore partnerships with conservation areas on recreational programming opportunities. • Continue to expand outdoor recreation program offerings. • Continue to update and implement the Storybook Gardens Master Plan to meet the changing needs and expectations of visitors, with the goal of supporting a unique programming environment that provides opportunities for children to build developmental assets and for families to foster connections.
Supportive Environments	<ul style="list-style-type: none"> • Planned expansion and construction at Foxfield Park for new spray pad and other improvements. • Host a forum with all sport providers and stakeholder groups to discuss the merits of developing a London Sport Agreement. • Upgrade current spray pad at Rowntree Park. • Install new multi-use court at Carling Heights Optimist Community Centre, launched from ‘Carling Decides Program’. • Complete Neighbourhood Decision Making installations in 4 different parks. • Coordinate additional improvements and upgrades to tennis and pickleball courts at Thames Park, White Oaks Park, Rowntree Park, Glanworth Park and Oakridge Optimist Park. • Complete construction of new pedestrian bridge along Dingman Pathway in Lambeth Centennial Park. • Installation of 7 resident voted Neighbourhood Decision Making park projects. • Continue process of developing a multi-use community centre in Southeast and additional multi-use community centre in the Northwest. • Continue with the redevelopment of Silverwood Arena and Park. • Continue the redevelopment of Thames Park. • Commence design of teaching kitchen and elevator at Carling Heights Optimist Community Centre with funding provided through Investing in Canada Infrastructure Program (ICIP). • \$5 million in planned life cycle renewal on current infrastructure.

Goal	2024 Priorities
Recreation Capacity	<ul style="list-style-type: none"> • Continue to work with our partners at Western, Fanshawe, Thames Valley District School Board and London Catholic District School Board on community access. • Review the Sports Field Allocation Policy to create efficiencies in providing space and scheduling recreation and sport opportunities. • Increase aquatics lifeguard training opportunities. • Form a regional Aquatic Providers committee creating partnership and collaboration opportunities with surrounding municipalities. • Complete expansion of new tennis and pickle ball courts in White Oaks Park. • Complete expansion of Foxfield District Park which includes a new soccer field and expanded pickleball facility.

3.0 Financial Impact/Considerations

There are no financial impacts or considerations directly associated with this report.

The current Multi-Year Budget (MYB) contains approved capital spending of more than \$125 million for Parks, Recreation and Neighbourhood Services. Of this amount, approximately 60% is attributed to growth-related projects, approximately 30% to lifecycle projects, and approximately 10% to service improvements.

The [Parks and Recreation Master Plan](#) will continue to be used as a resource in developing the City’s annual budget updates, multi-year budget documents, growth planning, secondary plans, and related studies.

The goal is to work within the City’s multi-year budget by implementing capital recommendations in a period consistent with population growth and expected funding sources. A strategic direction of the Plan is to pursue a variety of funding options to implement the Master Plan including partnerships and other external funding sources when available.

4.0 Next Steps

This is the third annual Parks and Recreation Master Plan Report, reporting out on accomplishments and upcoming priorities. City Council can expect an annual report in all future years throughout the life of the Plan, which is ten (10) years, and twenty (20) years for major capital projects respectively.

City Council approved the [Parks and Recreation Master Plan](#) in 2019, and therefore, 2024 represents its fifth year. As per recommendation 119 of the plan, the City of London will complete more formal updates every five (5) years, where some recommendations may be revised due to changes in participation trends, demographics, growth patterns, and/or municipal best practices. Council will receive a project initiation report for the review of the Master Plan in the coming months.

The most important aspect of this process is to update growth projections to align with City Council’s 2023 approved population growth projections, as the previously utilized growth projections are out of date and no longer suitable to use to calculate future amenity provision. This will prepare these services for submission to the 2028 Development Charge Background Study which is a large funding source of growth-related capital infrastructure.

Conclusion

The [Parks and Recreation Master Plan](#) identifies broad needs and strategies based on best practices, public input, and local demand factors. It identifies the most pressing objectives and the opportunities for achieving them and prepares the City of London in its search for external funding opportunities, partnerships, and alignment with related initiatives.

This Plan aims to improve the quality of life for all Londoners through the provision of parks, recreation programs, sport services, and facilities that are welcoming and accessible for all. The Plan addresses barriers to access and aligns parks, recreation programs, sport services, and facilities with the evolving interests and requirements of Londoners.

Civic Administration will continue to build annual actions around the Master Plan deliverables and update City Council and the public on a regular basis.

Prepared by: **Chris Green, Manager, Community Centres and Senior Centres**

Jeff Bruin, Manager, Parks Design and Construction

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

Paul Yeoman, Director, Parks and Forestry

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

Kelly Scherr, Deputy City Manager, Environment and Infrastructure

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Scherr, Kelly, Acting City Manager
Subject: London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global
Date: March 18, 2024

Recommendation

That, on the recommendation of the City Manager, the following report regarding London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global **BE RECEIVED** for information.

Executive Summary

Following the directive from Municipal Council on March 2, 2017, to formulate an immigration strategy, the community spearheaded the creation of Choose London – Innovative, Vibrant, and Global: London's Newcomer Strategy. This comprehensive five-year plan gained Council endorsement on June 26, 2018. Presented here is the fifth-year report, outlining achievements in 2023 and outlining strategic priorities adopted by the Advisory Body for Phase II of the London Newcomer Strategy.

Linkage to the Corporate Strategic Plan

The London Newcomer Strategy is closely aligned with the Reconciliation, Equity, Accessibility, and Inclusion area of focus outlined in the 2023-2027 Strategic Plan. Its aim dovetails with the expected outcome: "Equity-denied groups are drawn to London and opt to remain within the community."

1. Analysis

1.0 Background Information

1.1 Context

- Rise in immigration: Immigration has been accelerating in recent years. In 2021, there were 20,035 immigrants and 19,415 non-permanent residents residing in London Middlesex who hadn't been in Canada five years prior. This demographic segment accounts for 8% of the total population in London Middlesex, underscoring its growing significance.
- Immigrants in the London-Middlesex population: Immigrants and non-permanent residents have played a critical role in driving population growth in the region, constituting 88% of London-Middlesex's population increase from 2016 to 2021. As of 2021, there were 110,800 immigrants residing in London-Middlesex, comprising 22% of the total population (25% within the City of London specifically).^a
- Importance of immigrants in the workforce: The number of people born in Canada and active in the London CMA workforce actually declined from 2016 to 2021 as more people exited the workforce (retirements, etc.) than joined. By contrast the number of immigrants and non-permanent residents in the workforce increased by nearly 20,000, a 39% growth rate. The immigrant and non-permanent resident workforce ensured the overall workforce was able to grow by 7% between 2016 and 2021.^b

^a Source: Statistics Canada 2021 Census

^b Source: Statistics Canada 2021 Census

- Immigrants Supporting Future Workforce Demand: Close to 40,000 job openings in four key sectors (construction, advanced manufacturing, health, and information technology) will be available due to retirements, growth, and change. It is likely immigrants will be key to addressing future workforce demand in London.^c
- City of London Newcomers Survey: In 2023, the City on behalf of the London Newcomer Strategy, conducted a survey of newcomers (defined as living in Canada for less than five years as either a temporary or a permanent resident to understand newcomer views on the attractiveness of London as a past, current or potential future home.

1.2 Previous Reports Related to this Matter

- [London's Newcomer Strategy - Choose London –Innovative, Vibrant and Global](#) (CPSC: June 13, 2023)
- [Update on London's Newcomer Strategy – Innovative, Vibrant and Global](#) (CPSC: September 21, 2021)
- [Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy – Year One Update](#) (CPSC: October 8, 2019)
- [Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy](#) (CPSC: June 18, 2018)
- [Immigration Strategy Update](#) (CPSC: February 22, 2017)

2.0 Discussion and Considerations

2.1 Purpose

The purpose of this information report is to provide a fifth-year update of the activities of London's Newcomer Strategy in 2023 and to provide an outline of strategic priorities, terms of reference along with outcome measures for Phase II of the Strategy.

2.2 Background

London's Newcomer Strategy is community-driven and acknowledges and amplifies existing programs and services aimed at attracting, integrating, and retaining international students, skilled workers, and entrepreneurs within the city of London. In November 2018, a community-led Advisory Body was established to facilitate, guide implementation, and oversee progress on the execution of annual work plans. Co-chaired by Dr. Dev Sainani and Robert Collins, the Advisory Body has a diverse membership including representatives from agencies directly or indirectly involved in immigration, as well as Newcomer Champions.

Phase I of the five-year Newcomer Strategy concluded on December 31, 2023, and Phase II of the strategy commences on January 1, 2024, and concludes on December 31, 2028.

2.3 2023 Updates

- Robert Collins was recruited as a new co-chair. Robert Collins is Senior Advisor for Workforce Initiatives at The London Economic Development Corporation.
- City staff developed the new strategic priorities, outcome measures, and updated terms of reference for Phase II. These documents were then reviewed by Advisory Body members, who provided feedback and

^c The London Economic Development Corporation's recent Employment Prospects Reports 2023-28

subsequently passed a motion to approve them during the Advisory Body meeting held on December 6, 2023.

Highlights of the 2023 work include the following:

Strategic Priority: Enhance Awareness

- Updated the immigration section under the City of London website to facilitate access to services and increase prominence on the City's website. [Link to website](#)

Strategic Priority: Facilitate Access

- International Student Graduate Internship program: The City of London hired three 20-week international student graduate interns.
- London Newcomer Day 2023 was organized and held October 14. The event, in its fourth edition, saw over 800 Londoners attended – more than double the participants of 2022, and event survey results were very positive.
- Consulted and engaged internal City divisions (Childcare and Early Years and Neighbourhood Community Initiatives) to explore opportunities for collaboration in the interest of newcomers.
- Increase community building: Significant dates were promoted through social media and proclamations.

Strategic Priority: Active Engagement

- Data Collection and Analysis: The London Newcomer Strategy utilizes an evaluation framework to measure outcomes, drawing data from databases like the Labour Force Survey and the Longitudinal Immigration Database (IMDB).
- Advocacy: The Advisory Body advocated with the federal government regarding the need for enhanced pathways to transition temporary residents to permanent residents.
- Community support: The London Newcomer Strategy provided financial support to the 2023 edition of the Société Économique de l'Ontario's Gala Améthyste to recognize Francophone business people, business owners, employers and other individuals and organizations who have contributed to the growth of the Franco-Ontarian economy.

2.4 Next Steps

Meetings: The London Newcomer Strategy Advisory Body will hold quarterly meetings throughout 2024 to review activities and address any emerging issues.

Recruitment: As outlined in the updated terms of reference, the Advisory Body will be seeking new members. This includes appointing 2 representatives from private sector employers and 4 Local Newcomers with lived experience, taking into account various intersecting identities (including at least 1 international student).

2.5 Measurement and evaluation framework

London stands out among municipalities nationwide by having implemented an immigration strategy accompanied by a comprehensive measurement and evaluation framework. The London's Newcomer Strategy Advisory Body has formulated a set of specific outcomes, leveraging data from the 2021 Census, to gauge its advancements toward meeting its goals. These outcomes are designed to track the influx and retention of newcomers, encompassing international students, to London, as well as to monitor the average employment rate among newcomers.

2.6 Phase II

The Advisory Body updated the key goals, ways to measure progress, and guidelines for Phase II of the London Newcomer Strategy. Their main aim remains to attract and keep newcomers to support London's economy.

In its planning for Phase II, the Advisory Body ensured that its planned actions are in line with both the labor force requirements and the priorities of the federal and municipal governments.

The new strategy document will be accessible on the City of London website and will be provided in both English and French languages.

A copy of the new strategy document is attached in Appendix A.

3.0 Financial Impact/Considerations

3.1 Funding

The Newcomer Strategy is funded within existing resources and no additional financial impact is projected at this time.

Conclusion

As the London Newcomer Strategy keeps drawing in, integrating, and keeping newcomers in the community, it will stay flexible and be prepared to adjust to any changes in government priorities. It will also keep connecting with local and regional strategies and networks.

Prepared by:	Farah Ayoub, Senior Immigration Coordinator
Submitted by:	Jill Tansley, Manager, Strategic Programs and Partnerships
Recommended by:	Sanjay Govindaraj, Director, Anti-Racism and Anti- Oppression



Appendix A

Choose London - Innovative, Vibrant and Global

London Newcomer Strategy

2024-2028

london.ca/NewcomerStrategy



London
CANADA



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Background

Recognizing a demographic imperative to increasing immigration levels, a need to fill labour shortages, and the significant contribution of Newcomers to London's economic, social, and cultural life, City Council, in 2018, endorsed the five-year *Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy (the "Newcomer Strategy")*.

The *Newcomer Strategy* is a City-supported community-driven initiative to successfully attract, integrate and retain Newcomers, in particular international students, skilled workers, and entrepreneurs to and into London's economy and society. The strategy is the product of a broad consultation process with multiple community partners and statistical and literature reviews. The successful implementation of this strategy is, in part, dependent on interested community partners working together through a *Newcomer Strategy Advisory Body (the "Advisory Body")*.

Council's 2023-2027 Strategic Plan identified Reconciliation, Equity, Accessibility, and Inclusion as an area of focus for this term of council. Phase II of the *Newcomer Strategy* was therefore re-affirmed in June 2023 as it supports the City of London's efforts in becoming a leader in equitable and inclusive communities. The strategies and work plans in Phase II aim to support the City's *Strategic Plan* by attracting, integrating, and retaining new Londoners through education, celebration, employment, and other actions and supporting community-based inclusion and anti-hate initiatives and events.

Phase II of the *Newcomer Strategy* commences on January 1, 2024, and concludes December 31, 2028. Building upon the achievements and lessons learned from Phase I, this stage aims to further advance the goals and objectives outlined in the initial phase of the strategy.

Phase I of the *Newcomer Strategy* identified three strategic priorities:

- ✓ **Enhancing Awareness,**
- ✓ **Facilitating Access and**
- ✓ **Active Engagement.**

Throughout the five-year period spanning from 2019 to 2023, each of these priorities was bolstered by a multitude of activities designed to facilitate the attainment of specific outcomes.

To foster greater awareness of the city of London and the importance of Newcomers, a welcome message was created and shared with community partners. Furthermore, the Immigration Portal was launched and is continually being updated with programs, services and opportunities aimed at the attraction, integration, and retention of Newcomers.

To enhance access for Newcomers, between 2019 and 2023 the City of London internship program recruited eight interns specifically from international student graduates. This initiative aimed to enhance their job readiness and marketability, thereby contributing to their eligibility to apply for permanent residency. Additionally, Newcomer Day events were organized in 2019, 2021, 2022, and 2023 to celebrate and acknowledge the valuable contributions of Newcomers to London while providing them with essential information about available services. Notably, the attendance at these events grew significantly, with the first Newcomer Day hosting 150 attendees and the fourth edition in 2023 attracting over 800 attendees.

To foster greater engagement with and/or among Newcomers, the Advisory Body works with local, regional, provincial, and federal partners, and City staff/divisions to achieve a more coordinated and concentrated approach to the attraction, integration, and retention of Newcomers. Through the Policy and Advocacy Change Task Force, barriers to the integration and retention of Newcomers have been and continue to be examined and the Advisory Body advocates with the appropriate level of government regarding these issues impacting Newcomers.

Advisory Body

This Newcomer Strategy Advisory Body was formed in March 2017. It is comprised of members who are either Newcomers with lived experience or representatives of organizations with experience in attracting, integrating, and/or retaining Newcomers. It is led by two co-chairs and supported by two City staff members and external researchers.

Three task forces for Advocacy and Policy Change, Communications and Data were created to focus on implementing specific action items identified in the work plan.

The Co-chairs of the Advisory Body are:

- Robert Collins
- Dev Sainani

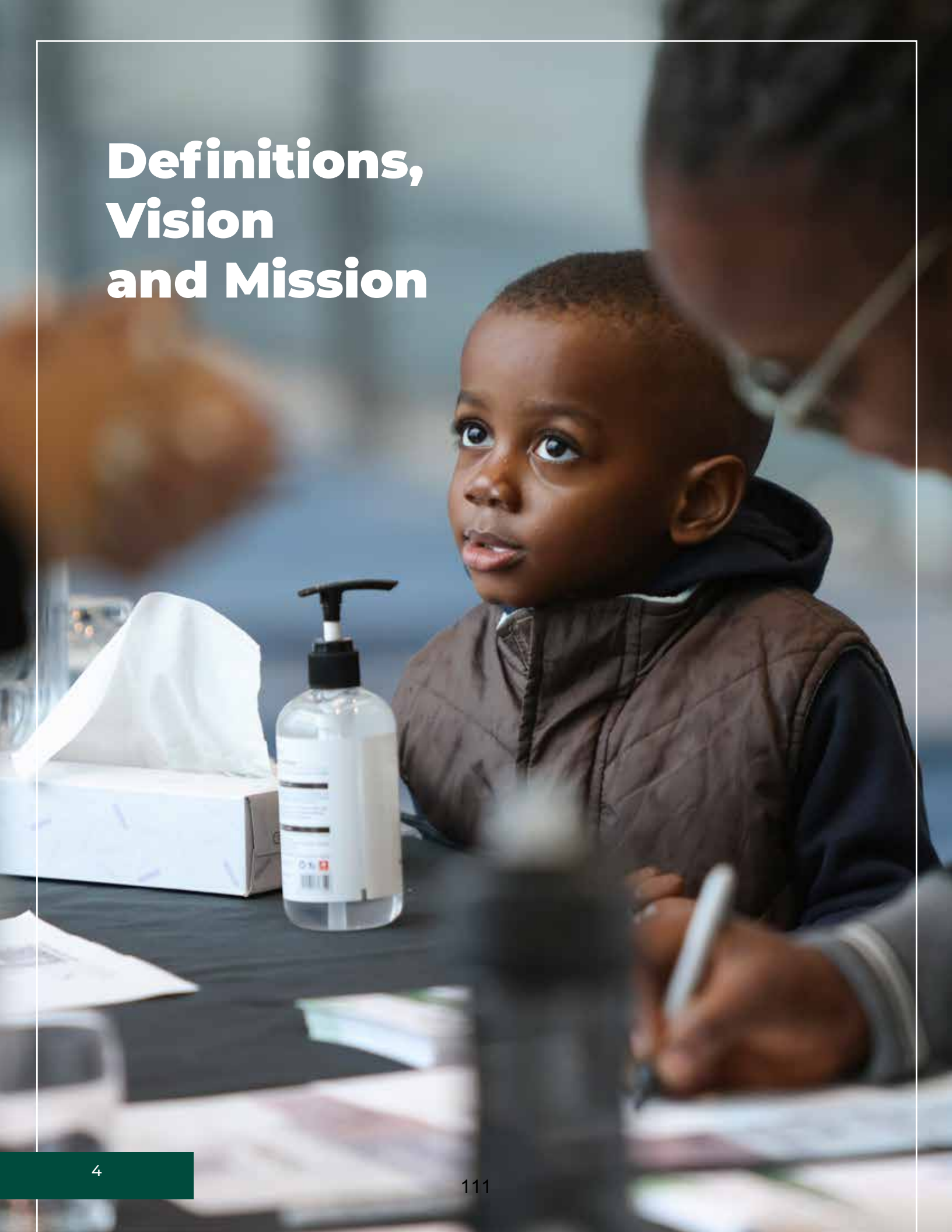
In addition to the co-chairs, the Advisory Body members are:

- Elgin-Middlesex-Oxford Workforce Planning and Development Board
- Employment Sector Council
- Fanshawe College – International
- Local Newcomers with lived experience
- London & Middlesex Local Immigration Partnership
- London Chamber of Commerce
- London Economic Development Corporation
- Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario
- Western University - International and the affiliate university colleges of Huron and King's
- WILL Employment Solutions
- School Boards
- Research Liaison on Immigration
- Research Liaison on Data
- Private sector employers and
- City of London support staff

Task Forces

The Advisory Body designates temporary Task Forces as needs emerge. Three task forces for Advocacy and Policy Change, Communications and Data were created to focus on implementing specific action items identified in the work plan.

Definitions, Vision and Mission



Definitions

To develop a common understanding, and to be inclusive of all immigrant classes arriving to London, the Steering Committee agreed on the following defined terms.

The capitalized term “Newcomers” is often used in this paper and was defined by the Committee as follows:

- ...individuals who are Immigrants or are Prospective Newcomers.

The term “Immigrants” is defined as:

- individuals, including their accompanying family member(s), who, when they arrived to Canada from another country, were not citizens of Canada and are currently living in Canada as:
 - temporary residents, including all study and work permits;
 - permanent residents, all categories, including government-assisted and privately-sponsored refugees; or
 - new citizens of Canada.

The term “Prospective Newcomers” is defined as:

- individuals who are not living in or citizens of Canada and;
- by virtue of their education, training, and/or business experience have skills that would be of benefit to London’s economic and social development; or
- who are not living in or citizens of Canada and have the requisite academic and/or other credentials to gain admittance to a university, college or high school in London.

Depending on the context in which the term Newcomers is used in this paper, Newcomers may refer to Immigrants or Prospective Newcomers, or both.

The term “primary immigrants” is defined as:

- Immigrants who have come directly to London from abroad.

The term “secondary immigrants” is defined as:

- Immigrants who have moved to London from another province or territory or from another location within the province.

3.2

Vision and Mission

The Vision and Mission of the *Newcomer Strategy* developed by the Steering Committee and in conjunction with Council's direction and feedback from the community, are as follows:

Vision

"Newcomers choose London as Canada's leading community to live, learn and work."

Mission

"To successfully attract, integrate and retain Newcomers, in particular, international students, skilled workers and entrepreneurs, to and into the local economy and society."

3.3

Newcomer Categories

Consistent with City Council's focus to create diverse employment opportunities through growing the local economy, the Newcomer Strategy is primarily directed at the attraction, integration, and retention of Newcomers who fall under the following three categories:

- **Secondary and post-secondary students,**
- **Skilled workers, and**
- **Entrepreneurs.**

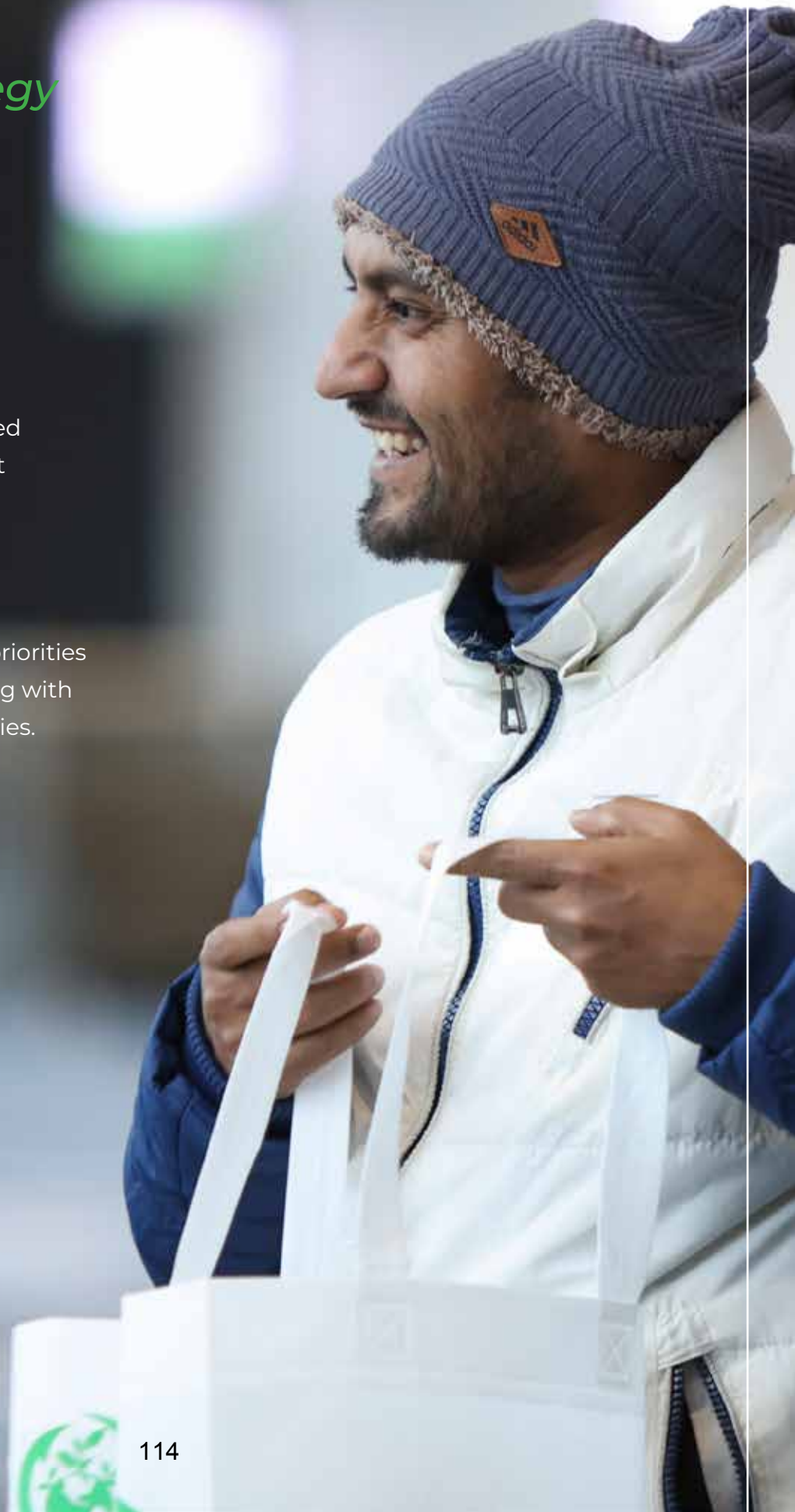


Newcomer Strategy

Phase II: Strategic Priorities

The strategic priorities are framed broadly and intended to support the mission and vision of the *Newcomer Strategy*.

The following tables provide an overview of the three strategic priorities for the *Newcomer Strategy* along with recommended high-level activities.



Attraction

Strategies	Actions for Consideration	Lead
<p>Increase London's level of prominence</p>	<ul style="list-style-type: none"> • Enhancing London's reputation as a welcoming community from federal, provincial and municipal partners. • Positioning London to primary and secondary immigrants as a welcoming community for both Newcomers and receiving community, emphasizing the positive impact of immigration for all. • Ensuring greater visibility of Francophone settlement services and communities in London, reflecting federal and provincial immigration strategies. • Maintaining the Immigration Portal with timely updates and increasing accessibility of information. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs and Partnerships, COL Strategic Communications.</p> <p>External Support: London Economic Development Corporation (LEDC), London & Middlesex Local Immigration Partnership (LMLIP), Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario, WILL Immploy, colleges, universities and other partners as identified by lead.</p>

“I am very grateful for the International Student Graduate Intern program. The program gave us the opportunity to work alongside an incredibly talented recent graduate and to advance a key project for our team. I look forward to participating in the program again in the future!”



Rosanna Wilcox
(City of London)

Strategies	Actions for Consideration	Lead
<p>Support employers, post-secondary institutions and service providers in attracting and assisting international talent</p>	<ul style="list-style-type: none"> • Increasing lobbying and advocacy efforts for London to have a greater role in immigrant attraction federally and provincially (e.g. through local and regional immigration programs). • Tracking & increasing awareness for local job opportunities & in-demand occupations. • Increasing employer and job seeker awareness of employer practices and job seeker preparation for employment success. • Working with industry panels to increase Newcomer participation in education programs and reviews. • Encouraging transparency in managing expectations of Newcomers throughout their settlement process. • Researching and sharing best practices and different immigration pathways through online platforms such as the Immigration Portal. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs and Partnerships, COL People Services.</p> <p>External Support: Immigration, Refugees and Citizenship Canada (IRCC), London Economic Development Corporation (LEDC), WILL Immploy, Elgin Middlesex Oxford Workforce Planning and Development Board (EMOWPDB), Employment Sector Council, London Chamber of Commerce, private business employers, London & Middlesex Local Immigration Partnership (LMLIP), Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario, colleges, universities and other partners as identified by lead.</p>

“Our city is growing very fast, and we need people in the work force, but we just need to make sure that people are aware of those opportunities.”



Jose Pineda
Equity, Diversity and Inclusivity Consultant
(London District Catholic School Board)

Integration

Strategies	Actions for Consideration	Lead
<p>Identify and advocate for needs of Newcomers in the community</p>	<ul style="list-style-type: none"> Continuing the coordination of City of London International Student Graduate Internship program to facilitate access into the local workforce and encourage expansion of this program through the City's agencies, boards and commissions. Identifying opportunities for London's major institutions to include Newcomers' perspectives and to address effective community planning and service delivery. Supporting and promoting efforts to identify and eliminate sources of discrimination in the community. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs and Partnerships, COL People Services, COL Social and Health Development,, Neighbourhood and Community-Wide Services, COL Economic Partnerships.</p> <p>External Support: London Economic Development Corporation (LEDC), WILL Work, London Chamber of Commerce, private business employers, London & Middlesex Local Immigration Partnership (LMLIP), Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario, colleges, universities and other community partners as identified by lead.</p>

“I was very excited to come to Newcomer Day, I got to know about ... what job positions and supports are available to me.”



Shyamal
(Newcomer From India)

Strategies	Actions for Consideration	Lead
<p>Celebrate and honour diversity in London</p>	<ul style="list-style-type: none"> Continuing to host community-wide initiatives such as Newcomer Day for the benefit of both Newcomers and receiving community. Highlighting initiatives directed at educating the receiving community on the importance of immigration and integration (e.g. by WILL, LMLIP, TVDSB). 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs, COL Strategic Communications</p> <p>External Support: WILL Work , London & Middlesex Local Immigration Partnership (LMLIP), Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario, Thames Valley District School Board (TVDSB), colleges, universities and other partners as identified by lead.</p>



Retention

Strategies	Actions for Consideration	Lead
<p>Encourage and support data collection and determine implications</p>	<ul style="list-style-type: none"> Exploring data sets on levels of immigration, retention, employment including LMLIP factsheets, and determine outcome measures based on findings. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs, COL Strategic Communications</p> <p>External Support: Elgin Middlesex Oxford Workforce Planning and Development Board (EMOWPDB) and other partners as identified by lead.</p>
<p>Build messaging that London is a “place to grow”</p>	<ul style="list-style-type: none"> Promoting retention by assisting institutions and agencies in supporting the well-being of Newcomers including international students (physical, mental, financial). Encouraging retention by building a stronger employment support network for families and spouses of both Temporary Foreign Workers and Permanent Residents, and promoting through the Immigration Portal and City website. Develop positive messages for all residents. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs</p> <p>External Support: Thames Valley District School Board (TVDSB), London Economic Development Corporation (LEDC), London Chamber of Commerce, colleges, universities, WILL, and other partners as identified by lead, including private businesses.</p>

Strategies	Actions for Consideration	Lead
Encourage collaboration between settlement and support organizations	<ul style="list-style-type: none"> • Creating opportunities to network and share about organizational initiatives and encouraging cooperation to strengthen existing services. • Facilitating regular communication with the business sector to better understand the scope of their situation and react accordingly. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs</p> <p>External Support: Settlement agencies, London & Middlesex Local Immigration Partnership (LMLIP), Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario and other partners as identified by lead.</p>
Establish and develop relationships with specific ethnocultural groups in the community	<ul style="list-style-type: none"> • Collaborating with the LMLIP and Réseau to coordinate the best methods of attraction, retention, and integration for each community. • Recruiting more Newcomer Champions from diverse communities to join the Advisory Body, and potentially providing honoraria for their contributions. 	<p>City of London (COL) Immigration Coordinator</p> <p>Internal Support: COL Manager of Strategic Programs.</p> <p>External Support: Ethno-cultural groups, London & Middlesex Local Immigration Partnership (LMLIP), Réseau en immigration francophone du Centre-Sud-Ouest de l'Ontario and other community partners as identified by lead.</p>

“It was a great turn out. We have 290 visitors come to our booth, very successful to promote our city and what it has to offer.”



Employer exhibiting at 2023 Newcomer Day

Newcomer Strategy

Phase II: Outcome Measures



The Newcomer Strategy operates on an evaluation framework with outcome measurements calculated using databases such as the Labour Force Survey and the *Longitudinal Immigration Database (IMDB)*.



Outcome 1:

Achieve a net average annual Newcomer inflow of no less than 4,000 Newcomers through direct migration.



Outcome 2:

Achieve a net average annual new arrival inflow of no less than 3,000 Newcomers through secondary migration.



Outcome 3:

A minimum of 75% of the average annual net Newcomer inflow will be between 15 and 64 years of age.



Outcome 4:

Maintain a minimum average annual retention rate of 70% of the total gross annual inflow of Newcomers.



Outcome 5:

Maintain an average attraction level of international post-secondary students attending local educational institutions of no less than 14,000 students a year.



Outcome 6:

Measure satisfaction with life in London through biennial survey.

Additionally, surveys are conducted to understand Newcomers' views on the attractiveness of London as a past, current or potential future home to measure the more qualitative outcome measures.

“Newcomers are going to be the backbone of who we’re training. We know the employers and know that there’s a large need for Newcomers.”



Heather Carey
(Manager, Fanshawe Corporate Training Solutions)



Conclusion

With its population growing at an unprecedented rate, the city of London's growth is mainly attributed to Newcomers from overseas and throughout Canada. The strategies articulated in this document aim to help attract more Newcomers and to make the city a more welcoming community for everyone to come and grow and succeed.

For more information, contact us at arao@london.ca



london.ca/NewcomerStrategy



London
CANADA

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health
Development
Subject: Data Provision Agreement Update for HIFIS usage
Date: March 18, 2024

That, on the recommendation of the Deputy City Manager Social and Health Development the following actions **BE TAKEN** with respect to Data Provision Agreement Update for HIFIS usage report;

1. the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council April 2, 2024 meeting to:
 - a) **AUTHORIZE** and **APPROVE** the updated Data Provision Agreement BETWEEN His Majesty the King in Right of Canada as Represented by the Minister of Housing, Infrastructure and Communities and The Corporation of the City of London, attached as Schedule 1 to this report;
 - b) **AUTHORIZE** the Mayor and City Clerk to execute the Data Provision Agreement approved under section a) above;
 - c) **DELEGATE** to the Deputy City Manager Social and Health Development, or their written designate, authority to undertake all the administrative acts that are necessary in connection with the Data Provision Agreement approved under section a) above on the condition that no additional funding is required, or if additional funding is required it is provided for in the City's current budget, and that there is no increase in indebtedness or contingent liabilities of The Corporation of the City of London.

Executive Summary

The purpose of this report is to recommend that the City of London sign the newly updated Data Provision Agreement with Housing, Infrastructure and Communities Canada (Infrastructure Canada) for the purpose of continuing to use the Homeless Individuals and Families Information System (HIFIS) software attached as Schedule 1. This report outlines the importance of continuing to utilize HIFIS in London, as part of our ongoing efforts to address homelessness and enhance housing stability in the community. HIFIS, plays a critical role in supporting the community's coordinated access system, facilitating data collection, analysis, and service provision to individuals and families experiencing homelessness. This report recommends entering into the updated data sharing agreement for the continued use of HIFIS in on our community.

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

- Housing Stability for All Plan 2022 Update (CPSC: May 24, 2023)
- Housing Stability for All Plan 2020 Update (CPSC: May 31, 2022)
- Housing Stability for All Plan - Mid-Year Update (CPSC: September 21, 2021)
- Housing Stability for All Plan 2020 Update (CPSC: May 11, 2021)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2019)
- Homeless Prevention and Housing Plan 5 Year Review and Update (CPSC: June 17, 2019)
- London's Homeless Prevention System Homeless Management Information System Cargo Management Consulting Inc. Contract Amendment #2 (CPSC: February 21, 2018)
- London's Homeless Prevention System Homelessness Partnering Strategy Homeless Individuals and Families Information System – Data Provision Agreement (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Amendment Cargo Management Consulting Inc. Homeless Management Information System Implementation Consultant (CPSC: September 12, 2017)

2.0 Discussion and Considerations

The purpose of this report is to recommend that the City of London enter into an updated Data Provision Agreement (DPA) with Infrastructure Canada for the purpose of using the Homeless Individuals and Families Information System (HIFIS) software. The agreement between City and Infrastructure Canada outlines the roles and responsibilities regarding data collection, data sharing, and data retention.

On September 20, 2017, Municipal Council passed By-law No. A-7613-327 to enter into the original Data Provision Agreement with Housing, Infrastructure and Communities Canada. Currently, the HIFIS software is used to collect demographic information on individuals and families experiencing homelessness to better understand homelessness at both a local, provincial and federal level in Canada.

To access the current version of the HIFIS software, the City of London is required to enter into a new Data Provision Agreement with the Government of Canada. The Data Provision Agreement allows the use of the HIFIS software in exchange for reports of non-identifying aggregate information of homeless serving program participants.

Changes to the Existing Data Provision Agreement:

- Merging of the Data Provision Agreement and the Data Sharing Agreement (DSA), an agreement between the City and Infrastructure Canada;
- Addition of “racial identity” and “client state” to the mandatory export fields;
- Removal of HIFIS licence-related clauses in the DPA;
- Removal of “housing-loss related to Covid 19” in the PiT Count fields; and,
- Updates to the “bed count history” export which includes:
 - bed count – the number of beds associated with a service;
 - overflow – the number of overflow beds associated with a service;
 - activity status – the activity status associated with a service; and
 - date/time modified – the date and time that the information was updated.

The changes are intended to further streamline and simplify the existing agreement while ensuring that the expectations are clear and concise and continue to advance the homelessness sector’s need to collect accurate anonymized data to create stronger research and policy responses.

Homeless Management Information System:

Both the provincial and federal governments have made it a priority to strengthen the understanding of homelessness through the collection of individual data by creating a list of people experiencing homelessness, called a By-Names List. This is achieved through the use of a Homeless Management Information System (HMIS). The HMIS system used in London is HIFIS which utilizes the collection of data to support the day-to-day operations of homelessness service providers. To support this goal, municipalities collect specific information (data) points in real-time to ensure individuals and families accessing services are prioritized and referred to appropriate services at the correct time. As a comprehensive data collection and case management system, HIFIS makes it easier to support those experiencing homelessness in a more coordinated way. Through keeping user information together in a centralized system, HIFIS helps various groups work together, make more informed decisions, and use proven methods to help people in need.

HIFIS is a web-based software developed by the Government of Canada, under the Homelessness Partnering Strategy and is available at no charge to participating communities across Canada. The City of London and its collection, use and distribution of data is governed and regulated by the Municipal Freedom of Information and Protection of Privacy Act. The Data Provision Agreement has been reviewed by Information Technology Services, Records & Information Services, Risk Management, and the City Solicitors Office.

The Data Provision Agreement contains an indemnity provision in section 6, which exposes the City of London to potentially unlimited liability. This clause cannot be changed. In the opinion of Corporate Insurance/Risk Management, this should not stop the City of London from moving forward with final approval of this Agreement as the benefits of this project outweigh the potential risks.

2.1 Benefit and Outcomes of using HIFIS

Since London started using HIFIS, it has allowed the community to make decisions about how to support homeless individuals and families based on data and feedback from clients using various services. To make the system work, many different groups, such as service providers, community organizations, and government agencies, have collaborated to implement and update the current system. Civic administration has provided training and ongoing support to community service providers to ensure there is a consistent approach to using HIFIS. Using HIFIS as the community’s main system for

managing homelessness has helped inform the communities efforts to prevent, divert and respond to homelessness in a more coordinated way.

2.2 Importance of HIFIS

Data Collection and Analysis:

With HIFIS, service providers can gather and study information about homelessness trends, who is affected, and how services are being used. This helps the community understand the problem, identify service gaps and make decisions about new policies and programs.

Coordinated Access:

HIFIS makes it easier for people who are homeless to receive help by centralizing the intake process. This means individuals can quickly connect with the right available services for their needs, making community responses more efficient and effective.

Reporting and Accountability:

HIFIS has strong reporting tools that let service providers and funders keep track of outcomes, performance, and how well the community is meeting the goals of the Housing Stability Action Plan. This is important for assessing if responses are having an impact and can support advocacy for changes in policy.

Integration with Funding Programs:

HIFIS supports implementation of the Federal Reaching Home Program, and the Provincial Homeless Prevention Program, so that data can easily be shared, and specific federal and provincial performance indicators can be reported on and provided in a consistent manner.

3.0 Financial Impact

The right to use HIFIS is at no cost and made available by the Government of Canada and will have no net financial impact on the City's approved Operating Budget. Any costs associated with the implementation, hosting and maintenance are funded by the Province of Ontario through the Homeless Prevention program and the Federal Reaching Home program.

Conclusion

The need to continue the use HIFIS to meet the program requirements of the provincial and federal governments to have an active HMIS and to maintain an active By-Name List and coordinated access system is imperative. It also supports reaching the community goal of ending homelessness and fostering housing stability in London. By investing in this system and making the most of its capabilities, the community can improve how people in need are assisted, make the response to homelessness faster and more effective thereby reducing an individual or families experience of homelessness, and move closer to creating a community where everyone feels included and supported.

Prepared by: Julia Rennick, Manager Housing Stability Services, Social and Health Development
Submitted by: Craig Cooper, Director, Housing Stability Services, Social and Health Development
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

Bill No.
2024

By-law No. A-

A by-law to approve The Data Provision Agreement between The Corporation of the City of London and His Majesty the King in Right of Canada as represented by the Minister of Housing, Infrastructure and Communities, and to authorize the Mayor and City Clerk to execute this Agreement.

WHEREAS section 2 of the *Municipal Act*, 2021 S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 3.1 of the *Municipal Act*, 2001 states that the Province acknowledges that a municipality has the authority to enter agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction:

AND WHEREAS section 10 of the *Municipal Act*, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, an the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act*, 2011, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act*, 2011 requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act*, 2011, the service manager has prepared a Homeless Prevention and housing 2024-2029 Plan;

AND WHEREAS subsection 5(3) of the *Municipal Act*, 2001 provides that a municipal power shall be exercised by by-law;

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

1. The Data Provision Agreement between the Corporation of the City of London and His Majesty the Kind in Right of Canada as represented by the Minister of Housing, Infrastructure and Communities, attached as Schedule "1", is approved.
2. The Deputy City Manager, Social and Health Development, and their written designate, are severally delegated authority to undertake all administrative acts including amendments to the agreement that are necessary in connection with the Data Provision Agreement approved under section 1 above, on the condition that: no additional funding is required; or if funding is required it is provided for in the City's current budget; and that there is no increase in indebtedness or contingent liabilities of The Corporation of the City of London.
3. The Mayor and City Clerk are authorized to execute the Data Provision Agreement approved under section 1 above.

4. This by-law shall come 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 April 2, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – insert date
Second Reading – insert date
Third Reading – insert date

DATA PROVISION AGREEMENT

BETWEEN

**His Majesty the King in Right of Canada as Represented by the
Minister of Housing, Infrastructure and Communities**

AND

(“HIFIS/HMIS Lead”)

BACKGROUND

The following Data Provision Agreement (“**Agreement**”) is an agreement between Infrastructure Canada (“**The Department**”) and the organization (“**HIFIS/HMIS Leads**”) entrusted to implement, maintain, and oversee the Homeless Individuals and Families Information System (“**HIFIS**”) and/or an equivalent Homelessness Management Information System (“**HMIS**”) in their respective community.

Developed by the Government of Canada, and in collaboration with communities across Canada, **HIFIS** is an essential component of Reaching Home: Canada’s Homelessness Strategy (“**Reaching Home**”) and is designed to support the day-to-day operational activities of Canadian homeless service providers (“**Service Providers**”).

As a comprehensive data collection and case management system, **HIFIS** enables participating **Service Providers** to collect, access, and share local real-time homelessness data on individuals and families (“**Clients**”) to ensure **Clients** are prioritized and referred to appropriate services at the correct time. **HIFIS** is made available to participating **Service Providers** within the same community through the **HIFIS Lead** in exchange for the quarterly collection of certain non-directly identifiable personal information (“**Export Fields**”) (Annex A) collected from **Clients**, and if applicable, the anonymized information collected from the Point-in-Time Counts (“**PiT Count Fields**”) (Annex B).

Under **Reaching Home**, the use of **HIFIS** is mandatory for all communities under the Designated Communities and Territorial Homelessness funding streams where an equivalent **HMIS** is not already being used.

Communities that operate with an equivalent **HMIS** must ensure that the system: 1) was established prior to participating in **Reaching Home**; 2) allows **Service Providers** to participate in a Coordinated Access system; and, 3) exports the same mandatory **Export Fields** to the **Department** each quarter in the same safe and secure manner as **HIFIS** (e.g., data is anonymized and encrypted).

1. GENERAL

The following **Agreement** supersedes any prior communication or representation concerning **HIFIS/HMIS**. Should there be ambiguity or inconsistencies between the terms and conditions of this **Agreement** and those in any previous Data Provision Agreements, the provisions of this **Agreement** prevail.

2. PURPOSE

The purpose of the following **Agreement** is to outline the terms and conditions regarding:

- a) The collection and disclosure of information by the **HIFIS/HMIS Leads**; and,
- b) The collection, use, and disclosure of information by the **Department**.

3. AUTHORITY

The following **Agreement** is governed under the *Privacy Act*.

- a) The *Privacy Act* applies to all federal department's collection, use, disclosure, retention, and disposal of personal information. The *Privacy Act* defines personal information as information that can identify an individual that is recorded in any form. Federal departments may only collect an individual's personal information if it relates directly to the operation of one of its programs or services.

4. ROLES AND RESPONSIBILITIES

4.1. HIFIS/HMIS LEADS

- a) Act as the data steward for the community and hold custody and control over **Clients'** data.
- b) Use **HIFIS/HMIS** to collect **Client** information that respects municipal, provincial, and territorial legislation.
- c) Provide to the **Department** each quarter, the **Export Fields** (Annex A).
- d) Ensure **Clients** are properly informed that certain information from the **Export Fields** (Annex A), and if applicable, the **PiT Count Fields** (Annex B), will be provided to the **Department** and may be shared with other federal institutions for policy, analysis, research, and evaluation purposes.
- e) Ensure adequate custodianship of the data and database by reviewing, verifying, and cleaning the collected data (e.g., proper field entries, naming consistencies, data accuracy).
- f) Develop and maintain policy and procedures regarding privacy and data security (i.e., guidance on collection, use, disclosure, and/or disposal of **Client** information).
- g) Develop and enter into a Community Data Sharing Agreement, an agreement between the **HIFIS/HMIS Lead** and their respective **Service Providers** that outlines the partnership and expectations of both organizations that respects municipal, provincial, and territorial legislation.
- h) Collaborate with participating Indigenous organizations in the collection and custodianship of data, and the development of policies and procedures, in a manner that respects both parties.
- i) Sign the most recent **Agreement** when made available.

4.2 THE DEPARTMENT

- a) Share aggregated data from the **Export Fields** (Annex A), including the **PiT Count** fields (Annex B), with other federal institutions for policy, analysis, research, and evaluation purposes.
- b) Inform the **HIFIS/HMIS Leads** of data quality issues (e.g., improper field entries, naming inconsistencies) regarding the **Export Fields** (Annex A), and if applicable, the **PiT Count Fields** (Annex B).
- c) Inform the **HIFIS/HMIS Lead** of any changes related to the collection, use, disclosure, and/or retention of the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B).
- d) Exercise due diligence when amending the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B) by consulting with **HIFIS/HMIS Leads**. Consultations will occur within a defined time period and will not be interpreted as an approval process. The **Department** reserves the right to exercise the final decision.
- e) Ensure that only individuals deemed necessary will have access to and use of the **Export Fields** (Annex A) and **PiT Count Fields** (Annex B), as required for the performance of their duties.
- f) Maintain and safeguard the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B), by protecting data against risks such as unauthorized access, collection, use, disclosure, and disposal.
- g) Make no attempt to re-identify **Clients** with data from the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B).
- h) Make no attempt to disclose the data exported from the **HIFIS/HMIS Lead** for a purpose other than that for which it was provided and outlined in this **Agreement** unless required by law. In the event of a request under *Canada's Access to Information Act*, the **Department** may consult with the **HIFIS/HMIS Lead**.

5. TERMINATION

- a) The **Department** and the **HIFIS/HMIS Lead** may terminate this **Agreement** for any reason, including failure to comply with any of the terms or conditions set out in this **Agreement** upon 30-days of written notice.
- b) The **Department** will retain a copy of the data collected from the **Export Fields** (Annex A), including the **PiT Count Fields** (Annex B) in accordance with the *Privacy Act*.

6. LIABILITY AND INDEMNIFICATION

- a) The **Department**, its employees, and agents, shall not be liable for any claims, damages, injuries, and loss of any kind, whether direct or indirect, consequential or incidental, arising from the failure to safeguard the exported data. This includes, but not restricted to, loss of revenue, profit or savings, lost, damaged or stolen data, or other commercial or economic loss.
- b) **HIFIS/HMIS Leads** agree to indemnify and hold the **Department**, its employees, and agents, harmless from and against any claims, damages, complaints, costs, or expenses, loss, actions or causes of action, incurred or suffered, as a result of the failure to safeguard the data contained in their **HIFIS/HMIS**.
- c) The **Department** disclaims any and all implied or express warranties or conditions, including any implied warranty of title, non-infringement, merchantability, or fitness for a particular purpose, regardless of whether the **Department** knows or had reason to know of particular needs.



7. GENERAL PROVISIONS

- a) The **Agreement** is governed by the laws of Canada and becomes effective when signed by both parties. It will remain in effect until terminated, or if the **Agreement** is superseded by a newer version, in which case, the **HIFIS/HMIS Lead** must ensure that the new version of the **Agreement** is promptly signed.
- b) The **Agreement** is a data provision agreement only, not a contract for services, a contract of service, or employment. Nothing in the **Agreement** shall be construed as creating a partnership, employment, and/or relationship between the **Department** and the **HIFIS/HMIS Lead**.
- c) The signatory to the **Agreement** represent and warrant that the individual has the capacity and the authority to sign this **Agreement** on behalf of the **HIFIS/HMIS Lead**.
- d) The **Department** may amend the terms of this **Agreement** at any time. Amendments to this **Agreement**, excluding amendments to the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B), will only be valid if agreed upon and signed by both parties.
- e) The **Department** reserves the right to exercise the final decision regarding any amendments that occur to the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B). The **Department** will exercise due diligence by consulting with **HIFIS/HMIS Leads** prior to making any amendments.

8. DESIGNATED OFFICIALS

The **Department** and the **HIFIS/HMIS Lead** agree to designate an official to act as their contact person for any issues related to the installation, implementation, and administration of **HIFIS/HMIS**.

THE DEPARTMENT

Alex Parenteau, A/Director
Engagement, Programs and Partnership
Division
Homelessness Policy Directorate
Infrastructure Canada
180 Kent St, Ottawa, ON K1P 5P5
alex.parenteau@infc.gc.ca

HIFIS/HMIS LEAD

Name _____

Title _____

Organization _____

Address _____

Email _____



IN WITNESS WHEREOF this **Agreement** has been signed on behalf of the **Department** and by the **HIFIS/HMIS Lead's** authorized representatives.

**HOMELESS POLICY
DIRECTORATE**

HIFIS/HMIS LEAD

**OBSERVER
(if applicable)**

NAME

NAME

NAME

Alex Parenteau _____

TITLE

TITLE

TITLE

a/Director _____

DATE

DATE

DATE

ANNEX A – EXPORT FIELDS

The following is a list of the information that the HIFIS/HMIS Lead must export to the Department each quarter. The anonymized export fields provides the Government of Canada with the necessary data to inform policy, analysis, research, and evaluation.

*Fields that require mandatory data entry in HIFIS

SERVICE PROVIDER INFORMATION

- Service Provider ID*
- Service Provider Name*
- Service Provider Type*
- Bed Count History* (bed count, overflow, date-time modified, active status)
- Bed Types*
- Community*

CLIENT INFORMATION

- Unique Client Identifier*
- Gender*
- Racial Identity*
- Date of Birth*
- Client State (date of change)*
- Family Role*
- Family Head ID*
- Citizenship/Immigration Status*
- Indigenous Indicator*
- Veteran Status*
- Life Events
- Contributing Factors (start date, end date)
- Employment Status
- Country of Birth
- Education Level
- Sources of Income (start date, end date)
- Health Issues
- Housing (types, start date, end date)

SHELTER STAY INFORMATION

- Reason for Service*
- Reason for Discharge*
- Book-in Date*
- Book-out Date*

TURNAWAY INFORMATION

- Reason for Turnaway*
- Date of Turnaway*
- Anonymous Gender*
- Anonymous Age Category*

ANNEX B – POINT-IN-TIME (PiT) COUNT EXPORT FIELDS

The following is a list of the information included in the HIFIS PiT Count module that is exported to the Department.

*Fields that require mandatory data entry

SERVICE PROVIDER INFORMATION*

- Service Provider ID
- Service Provider Name
- Service Provider Type
- Bed Counts
- Bed Types
- Look-up Values
- Community

PARTICIPANT INFORMATION*

- Site ID
- Survey Number
- Survey Location
- Survey Date and Time
- Survey Screening
- Location of Homelessness Experience Over the Past Year
- Family Status and Role
- Age
- Age of First Homelessness Experience
- Homelessness Duration Over the Past Year
- Newcomer Status on Arrival to Canada
- Newcomer Time Since Arrival
- Duration in Community
- Indigenous Identity
- Racial Identity
- Veteran Status
- Experience in Youth-in Care
- Identified Health Challenges
- Gender Identity
- Sexual Identity
- Reasons for Recent Housing Loss
- Eviction as related to a reason for housing loss
- Time Since Housing Loss
- Sources of Income

OPTIONAL INFORMATION

- Number of Homelessness episodes (past year)
- Reasons for not Accessing Shelter
- Citizenship Status
- Reasons for Migration
- Indigenous Community of Origin
- Duration Between Child Welfare Exit & Homelessness
- Child Protection Service Support
- Levels of Education
- Systems Interactions
- Desire for Permanent Housing
- Housing Challenges
- Preferred Language
- Service Needs

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Winter Response 2022-2023 Final Report
Date: March 18, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following "Winter Response 2022-2023 Final Report" **BE RECEIVED** for information purposes.

Executive Summary

This report provides a final summary of the actions taken as part of the 2022-23 Winter Response in support of the City's Most Marginalized Community Action and Accountability Table (Community Action & Accountability Table). The response included the identification of increased basic needs and drop-in services for those living unsheltered for the 2022-23 winter months and beyond. This report is inclusive of the Immediate Action to Support the Action and Accountability Working Group working groups recommended proposals to civic administration in support of the funding allocations and subsequent council approved reallocation of funds to maintain or enhance service levels for marginalized Londoners. The utilization of remaining unspent funds assisted in supporting those experiencing homelessness while helping to bridge supports whilst the Whole of Community System Response worked to implement the first community hubs.

Linkage to the Corporate Strategic Plan

2019-2023 Strategic Plan for the City of London

The City of London identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighborhoods and across the city.

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:

- Winter Response Program Outcome Report year-over-year Comparison (CPSC: August 15, 2023)
- 2022-2023 Winter Response Program Outcome Report (CPSC: May 24, 2023)
- 2022-2023 Winter Response and Community Accountability Working Group Funding Reallocation Request (CPSC: April 12, 2023)
- 2022-2023 Winter Response Program and Action and Accountability Working Group Update (CPSC: November 29, 2022)
- City of London 2021-2022 Winter Response Program for Unsheltered Individuals (CPSC: April 20, 2022)

- City of London 2020-2021 Winter Response Program for Unsheltered Individuals (November 2, 2021)
- Update – City of London 2020-2021 Winter Response Program For Unsheltered Individuals (CPSC: April 20, 2021)
- City of London 2020-2021 Winter Response Program for Unsheltered Individuals (CPSC: December 1, 2020)
- Municipal Council Approval of The Housing Stability Plan 2019 to 2024 as Required Under the Housing Services Act, 2011 (CPSC: December 3, 2019)

2.0 Discussion and Considerations

2.1 Background

The 2022-2023 Winter Response was a fully community led response as per the outcomes of community discussions following the demonstration in the summer of 2022, which led to the creation of the Community Action & Accountability Table. To support the continued increase in both numbers and desperation of individuals experiencing unsheltered homelessness and to prevent more deaths on the street, the concentrated focus for an increase in basic needs provisions and drop-in spaces was needed to bring the community in out of the cold during the coldest winter months. An overall collaborative approach to unify support through the winter months was applied which provided several positive interactions and supports for those at greatest risk due to cold weather. London Cares, in partnership with Unity Project, Atlohsa Family Healing Services, The Salvation Army Centre of Hope (TSACOH), and Canadian Mental Health Association Thames Valley (CMHA), collaborated on the expanded and coordinated winter response for London's unsheltered population. A human rights-based approach to providing basic needs was taken and included the provision of food, showers, laundry, and other essential services as well as 24/7 drop in spaces in various locations across the city.

A cross-agency effort helped ensure more support and better access to marginalized Londoners, keeping them safer and sheltered during the winter. The coordinated solution was built upon actions already underway by multiple agencies, including encampment support and outreach, cultural safety, trauma informed and harm reduction approaches, outreach coordination to reach more people and identify resource gaps, and the provision of basic needs including hygiene essentials, food and water to showers and laundry.

Elements of winter response built on existing resources with enhancements. Temporary shelter options included spaces for couples and pets, for women and non-binary individuals, and for Indigenous community members. Daytime and overnight resting and drop-in spaces provided additional resources for cold weather alert periods.

A reallocation of unspent funds was approved by council in April 2023 after the initial community led winter response reported an anticipated underspending in quarter 1 due to several contributing factors including delays in hiring staff, finding space, etc. Additional day drop in space through London Cares, extended hours at CMHA Coffee House and additional shelter beds, showers through The Salvation Army Centre of Hope were added as supplementary community supports for an extended community winter response.

3.0 Financial Impact

The total amount of funding allocated and approved for Winter Response 2022-2023 was up to \$5,000,000 through allocated provincial Social Services Relief Funds Phase 5 and remaining provincial Homelessness Prevention Program funding, federal Reaching Home COVID response funding, and municipal funding from the Housing Stability Services base budget.

Unlike previous Winter Responses, this response was led by the Community Action & Accountability Table and included several programs with 4 month, one and two-year schedules from the onset. For example, Atlohsa's Wiigiwaaminaan program was funded for two years, and The Salvation Army Centre of Hope showers and women only shelter beds, London Cares Hub and additional outreach, training and resting spaces were funded for one year with funding for a number of other basic needs and shelter beds funded for 4 months.

As noted, the Winter Response services from December 1, 2022, to November 30, 2023, were allocated a total of \$5,000,000 and specific details of the allocated, budgeted and actuals are shown in Schedule 1.

Initial unspent dollars (\$303,275) were recommended for reallocation by civic administration and approved by Council on April 25, 2023. This funding extended a number of community services through to the end of June 2023, at which time the Encampment Strategy Table within the Health & Homelessness Whole of Community System Response took on the responsibility of planning and operating the 2023-2024 Cold Weather Response as well as identifying a depot program to support unsheltered individuals in encampments with human rights basic needs provision from July through November 2023.

The total cost of the original Winter Response 2022 -2023, (this total does not include the depot costs), was a total of \$3,948,576. The Year 2 funding for Wiigiwaaminaan was reallocated as part of the 2023-24 Cold Weather Response. The remaining \$137,749 identified surplus will be recouped and utilized within the HSS 2024-25 budget.

Attached as Schedule 1: Housing Stability Services - 2022-2023 Winter Response Services.

Financial Impacts Outcomes

*** Atlohsa Family Healing Services Year 1 Actuals are still being reported on, this figure is estimated.*

Conclusion

In planning for the winter response 2022-23, the number of individuals experiencing unsheltered homelessness and their level of desperation had reached an untenable state. Homelessness numbers had almost doubled since the first winter response. The need to provide individuals with options to get in out of the cold, support basic needs and a more holistic support model was identified by the Community Action & Accountability Table and supported by civic administration as paramount to the response. The Community Action & Accountability Table collaborated on a commitment to offer flexible service models that supported the maximum number of individuals experiencing homelessness to get in out of the cold until the whole of community system response was able to hold summits and establish the response framework that was approved by council in March of 2023.

The work of the Whole of Community System Response through the creation of an encampment strategy that addresses longer term supports, should reduce, and eventually eliminate the need to create one-off temporary measures, however as this work continues to unfold, the Encampment Implementation Table administered the 2023-24 Cold Weather Response and is actively supporting it now.

Prepared by: Debbie Kramers, Manager, Coordinated Informed Response
Submitted by: Craig Cooper, Director, Housing Stability Services
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

Schedule 1:

**Housing Stability Services 2022-2023 Winter Response Services
Financial Impacts**

Agencies	Period	Allocated	Budget	Actuals	Variance
London Cares	December 1, 2022 – November 30, 2023	\$3,132,175	\$2,828,900	\$2,691,151	\$137,749
Salvation Army (COH)	December 1, 2022 – November 30, 2023	\$398,725	\$398,725	\$398,725	\$0
Athlosa	December 1, 2022 – November 30, 2024	\$1,310,400	Y1: \$700,000 Y2: \$610,400	**\$700,000	\$610,400
Unity	December 1, 2022 – March 31, 2023	\$90,150	\$90,150	\$90,150	\$0
CMHA	December 1, 2022– November 30, 2023	\$68,550	\$68,550	\$68,550	\$0
Totals	Winter Response	\$5,000,000	\$4,696,725	\$3,948,576	\$748,149

Reallocation April 2023 (\$303,275)					
London Cares	April 1-June 30, 2023	\$92,500	\$92,500	\$92,384	\$116
CMHA	April 1-June 30 2023	\$85,750	\$85,750	\$85,750	\$0
TSACOH	April 1-June 30 2023	\$131,000	\$131,000	\$131,000	\$0
HSS Budget	April 1-June 30 2023	\$5,975	\$5,975	\$5,975	\$0
Total		\$309,000	\$309,000	\$308,884	\$116

*** Athlosa Family Healing Services Year 1 Actuals are still being reported on, this figure is estimated.*

Outcomes

Program / Service	Duration	Overseeing Agency	Services	Outcomes
Training	N/A	London Cares	Could not be actioned.	Could not be actioned
Additional Outreach Supports	1 year	London Cares	Enhanced outreach 5 days a week to areas that were challenging to access.	11,819 items of basic needs supplied (e.g. Food, water, hygiene items, winter gear).
696 Dundas St Drop-In	8 months	London Cares	Day services 7 days a week	18,060 drop ins for services

281 Wellington St. showers	1 year	The Salvation Army Centre of Hope	Drop In M/W/F for 3 hours	126 showers were provided
568 Richmond St Drop-In	4 months	London Cares	Day services 7 days a week	36,928 drop ins for services
602 Queens Ave Drop-In	1 year	London Cares	Day services 5 days a week	23,751 drop ins for services
679 Dundas St. Drop-in	8.5 months	London Cares	Day services M/W/TH 3 hours and Tues-Sat 5 hours	7,466 drop ins for services
371 Hamilton Rd. Day Drop-In	6 months	CMHA	Day services 7 days a week	17,266 drop ins for services
636 York St. Shelter bed increase	4 months	Unity Project	24/7 rooms 7 days a week	1200 shelter bed stays
448 Horton St Resting Space	1 year	London Cares	5 Day and 5 Night beds 7 days a week	2,790 resting space stays
281 Wellington St. 15 beds for women	1 year	The Salvation Army Centre of Hope	24/7 services 7 days a week	3,833 night stays
350 Queens Ave. Night Drop-In	4 months	London Cares	Night drop in beds 7 days a week	4,224 night stays
696 Dundas St. Night Drop-In	3 months	London Cares	Night drop in beds 7 days a week	2,235 night stays
679 Dundas St. Night Drop-in	8 months	London Cares	Night drop in 5 days a week	3,236 night stays
550 Wellington Rd. 24/7 space	1 year	Wiigiwaaminaan Indigenous Healing Space	24/7 services 7 days a week	6,246 shelter bed stays

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 Service

Subject: 2024 Rock the Park One-Time Policy Exemption Request

Date: March 18, 2024

Recommendation

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

- a) the report dated March 18, 2024 with respect to the 2024 Rock the Park One-Time Policy Exemption Request **BE RECEIVED**; and
- b) the Civic Administration **BE DIRECTED** to bring forward a by-law to amend CPOL.-142-394 being “Special Events Policies and Procedures Manual” to the April 2, 2024 meeting of Municipal Council should approval be given for a one-time policy exemption for the use of Harris Park for 5 consecutive days, (Tuesday July 9 through Saturday July 13, 2024) for the Rock the Park event.

Executive Summary

The purpose of this report is to outline a one-time policy exemption request in 2024, to the Special Events Policies and Procedures Manual made by the Rock the Park event organizer to extend the number of consecutive days the event can operate in Harris Park from four to five. This report provides background information on previous policy exemption requests approved by Council as well as a draft by-law for consideration should Members of Council wish to approve this request.

Linkage to the Corporate Strategic Plan

Special events are aligned with the following strategic area of focus in the City of London Strategic Plan 2023-2027:

- Economic Growth, Culture, and Prosperity under the outcomes:
 - London is a destination of choice;
 - London’s Core Area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination; and,
 - London encourages the growth of local artistic and musical talent.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [2022 Rock the Park One-Time Policy Exemption Request \(March 29, 2022\)](#)
- [Extension of Hours for Sound From Outdoor Stage During 2019 Juno Week \(January 22, 2019\)](#)
- [2017 Rock the Park One-Time Exemption Request \(March 20, 2017\)](#)
- [2015 CPSC Public Submission – Rock the Park¹² – July 2015 – Amendment \(April 21, 2015\)](#)

2.0 Discussion and Considerations

2.1 Background and Purpose

Rock the Park Music Festival has taken place in Harris Park for 19 years, and 2024 will be the 20th edition of the festival. The event raises funds for charities and/or not-for-profit organizations. This year the festival will benefit four local charities: Children's Health Foundation, Big Brothers Big Sisters of London and Area, Make-A-Wish Southwestern Ontario and Anita May Music and Mental Health Fund.

The Rock the Park event organizer has requested a one-time exemption to the Special Events Policies and Procedures Manual to extend the number of consecutive days for the event from four days to five days in Harris Park (Tuesday, July 9 through Saturday, July 13, 2024).

The purpose of this report is to outline the request made by the Rock the Park event organizer and to provide background information on previous policy exemption requests approved by Council.

One-Time Exemption Request

The following is an excerpt of the request from Jones Entertaining Group (JEG) received on March 8, 2024, and included on the March 18, 2024 CPSC Agenda:

"We are respectfully seeking your approval to add an additional concert date to the 20th edition of Rock the Park. JEG has an incredible opportunity to host one of the best music festivals ever held in London, especially now that London has been deemed "The Music City". However, to make this possible we need to operate Rock the Park (RTP) from Tues. July 9th through Sat. July 13th, 2024 (5 consecutive days). We have an opportunity to present some country artists on Tuesday July 9th for 10,000 fans coming into downtown London. The economic impact for the local economy and London will increase in regards to additional tourism dollars through hotel reservations, dining, shopping, and more. To move forward with our planning we are seeking relief from Section 10.3 of the Special Events Policies & Procedures Manual restricting the use of Harris Park to only 4 consecutive days."

Previous Council Decisions

Council approved similar requests from the Rock the Park event organizer in 2015, 2017 and 2022:

- On April 28, 2015, Council resolved, that a by-law be introduced to amend the City of London's 2015 Special Events Policies and Procedures Manual to provide "Rock the Park 12 - July 2015" event use of Harris Park for 5 consecutive days.
- On April 4, 2017, Council resolved that a by-law be introduced to amend the City of London's 2017 Special Events Policies and Procedures Manual to provide for "Rock the Park 14 - July 2017" event use of Harris Park for 5 consecutive days.
- On March 29, 2022, Council resolved that a by-law be introduced to amend the City of London's 2022 Special Events Policies and Procedures Manual to provide for "Rock the Park - July 2022" event use of Harris Park for 5 consecutive days.

Harris Park

Harris Park has been developed to support events and is limited to five major events with a total of 12 days of amplified sound per year. The exemption request will still allow the total number of events and the annual total number of days to remain within the policy guidelines for 2024.

3.0 Financial Impact/Considerations

There are no financial impacts or considerations associated with this report.

4.0 Key Issues and Considerations

4.1. Next Steps

Should Members of Council wish to approve a one-time policy exemption for the use of Harris Park for 5 consecutive days, (Tuesday, July 9 through Saturday, July 13, 2024) for the Rock the Park event, a draft by-law to amend the Special Events Policies and Procedures Manual is attached as Appendix A for consideration.

Conclusion

Special Events are an important part of London's quality of life, enhancing tourism, culture, recreation, and education; and providing economic benefits to businesses in the downtown core. In addition to the many social and economic benefits special events bring to the city, London was designated an UNESCO City of Music in 2021. Special events provide rich opportunities to bring music, culture and entertainment to Londoners while supporting the City of Music designation.

Submitted by: Kristen Pawelec, Director, Community Development and Grants

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

Appendix A:

Bill No.
2024

B-law No. CPOL

A by-law to amend By-law No. CPOL.-142-394 being “Special Events Policies and Procedures Manual”, to provide for the “*Rock the Park 20 – July 2024*” event use of Harris Park for 5 consecutive days.

WHEREAS section 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-142-394, as amended, being “Special Events Policies and Procedures Manual”, to provide for the “*Rock the Park 20 – July 2024*” event use of Harris Park for 5 consecutive days;

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

1. The Special Events Policies and Procedures Manual is hereby amended as follows:

i) section 4.29 is amended by deleting paragraph (d) and replacing it with the following new part (d):

“(d) Notwithstanding part (a) above, the “*Rock the Park 20- July 2024*” event is permitted the use of Harris Park for 5 consecutive days July 9 through July 13, 2024.”

ii) section 4.36 is amended by adding the following new part (d):

“(d) Notwithstanding part (a) above, the “*Rock the Park 20- July 2024*” event is permitted the use of Harris Park for 5 consecutive days July 9 to July 13, 2024.”

2. This by-law shall come into force and 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 , 2024 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 –



March 8, 2024

Mayor Josh Morgan
Mayor's Office with The City of London
Michael Schulthess
City Clerks Office with The City of London
300 Dufferin Ave.
London, ON N6A 4L9

Re: "Rock The Park – July 2024 – Amendment"

Dear Josh/Michael,

On behalf of Jones Entertainment Group (JEG), we are notifying you that Rock the Park Music Festival 2024 will be taking place once again this summer from July 9 to 13 in Harris Park, London. This year will be the 20th edition of the festival and we are very excited once again to have 4 benefiting local charities: Children's Health Foundation, *Big Brothers Big Sisters of London & Area*, *Make A Wish Foundation Southwestern Ontario and Anita May Mental Health and Music Program*. As in previous years, we have scheduled ISM Security and London Police Services for the duration of the event.

We are respectfully seeking your approval to add an additional concert date to the 20th edition of Rock the Park. JEG has an incredible opportunity to host one of the best music festivals ever held in London, especially now that London has been deemed "The Music City". However, to make this possible we need to operate Rock the Park (RTP) from Tues. July 9th through Sat. July 13th, 2024 (5 consecutive days). We have an opportunity to present some country artists on Tuesday July 9th for 10,000 fans coming into downtown London. The economic impact for the local economy and London will increase in regards to additional tourism dollars through hotel reservations, dining, shopping, and more. To move forward with our planning we are seeking relief from *Section 10.3 of the Special Events Policies & Procedures Manual* restricting the use of Harris Park to only 4 consecutive days. Evidently, there is no restriction for Ribfest operating in Victoria Park for 5 consecutive days. With the fifth concert date, our 4 local charities have potential for substantial increased funding. This request has been granted to us previously in 2015, 2017 & 2022.

Please find our enclosed updated "2024 Special Events Request Form" for your consideration. If you have any questions or require further information please do not hesitate to contact us at any time.

Rock The Park Music Festival 2024 Lineup

Tues. July 9th - TBA

Wed. July 10th – Nickelback, The Glorious Sons, The Tea Party, Crown Lands

Thurs. July 11th – Tyler Childers, Charles Wesley Godwin, The Strumbellas, Sam Barber

Fri. July 12th – NAS, NE-YO, Lil Jon, Sean Kingston, TBA

Sat. July 13th – Neil Young & Crazy Horse, Alan Doyle, The Sheepdogs, The Watchmen

Gates Open: 4:00pm / Concert: 5:00pm to 11:00pm daily

We appreciate the support from the City of London and are looking forward to another successful year. Please contact me at my office if you have any questions.

Sincerely,
Brad Jones
President

550 Wellington Street, London ON Canada N6A 3P9
Phone 519.672.1559 Fax 519.667.9613 www.jonesentertainmentgroup.ca

Dear Committee Members,

I would appreciate addressing Item 4.1: Rock the Park request for a one time Policy Exemption.

Requests for one-time policy exemptions occur too often to make this an exemption. and this frustrates residents.

The complaints about distorted and prolonged amplified sound travels down the river and reaches as far away as Byron. For neighbourhoods closer to Harris Park, the distorted sound bounces off tall buildings and is difficult to endure over several hours and days. The Rock the Park organizers tout their donations to charities and economic benefits to area hotels as justification to disturb area residents for extend times.

But this is wearing thin, as residents are are getting tired of the festival and its dismissal of residents.

It is an over intensified use of the park and residents want to the park to more than just a hollow shell for this one event. The last minute request for a policy exemption is typical of the organizers because it does not allow for public notification and input.

Thank you

AnnaMaria Valastro

TO: Community and Protective Services Committee
FROM: Becca Amendola
RE: 5th Meeting of the CPSC, March 18, 2024, Item 4 (4.1b) on the Agenda - B. Jones,
President, Rock the Park Music Festival

I am writing this letter to bring to councilor's attention the questionable profiteering practices of the Jones Entertainment Group and how they operate their summer music festival WITHOUT reasonable access to water.

I have been to this festival twice. Once, back in 2011 and more recently in 2022. The biggest difference I noticed between those two shows was that I was allowed to have a water bottle at the 2011 show, but I was blocked from bringing one into the 2022 show. I protested that water was an essential factor in my mental health care. Without regular water to sip when my anxiety is high, I could move into a panic attack very quickly. When I mentioned my need was due to a disability, they mentioned that the thirst stations were set up (note: there were only two and they were particularly difficult to locate). When I asked if I could get a cup to hold the water they told me I was welcome to ask one of the vendors. When I went to a vendor to get a cup they told me they were EXPLICITLY instructed not to give out any free cups AT ALL, FOR ANY REASON. Thus, no accommodations were made despite the requirements laid out under the AODA (Accessibility for Ontarians with Disabilities Act).

I was told that bottles were not allowed due to 'security' concerns, but if you review this article about Councilor Trosow demanding that they add thirst stations (no, they didn't implement them on their own, they had to be told), they mention that their focus is actually profits (they claim it's to fundraise for charities but we all know they get a portion of those proceeds too):

<https://globalnews.ca/news/8965861/rock-the-park-water-refills/>

I recognize that the article also states that water provision is at the discretion of the provider, and not something the city regulates. But I am bringing this genuinely concerning human rights issue to the council's attention because the request for an additional day to be added to the event is an opportunity to entice this business to be more compassionate to people with disabilities and medical needs for water.

It is not reasonable to demand that a customer pay something as excessive as \$5 for a single bottle of water while also pumping out alcohol to customers like it's going out of style.

Many Londoners were incredibly unhappy with this policy, as evidenced in these two additional articles about the matter:

<https://www.cbc.ca/news/canada/london/it-s-offputting-attendees-at-rock-the-park-frustrated-at-miscommunication-about-water-refill-stations-1.6521313>

<https://www.cbc.ca/news/canada/london/rocks-the-park-london-1.6505419>

I, for one, have pledged to never pay for another Jones Entertainment event again because of how egregious this violation felt against my basic human right to access water. This is not just a

matter of discrimination against people with disabilities. It is discrimination against the poor as well because \$5 is no small amount to people who have so little.

I am very low-income, but I enjoy music like anyone else. I should be allowed to buy a ticket to a concert and access water from a tap at that concert that can be held in a container WITHOUT having to pay additional money. Why should I be cut off from enjoying music because I can't also afford to pay additional fees for water I could have otherwise brought in with me? If they want to insist water bottles are security concerns due to using them as weapons, fine. But in that case, they should allow vendors to hand out free cups.

Many Londoners are not happy with the current policy that both bans water bottles AND bans vendors from giving out free cups. One of these policies has to change in order to address these issues of discrimination. So with this, I hope councilors will be kind enough to give this matter consideration and encourage the President to change the festival's policies on water bottles and/or free cups from vendors before deciding to approve the additional date for the festival.

Thank you for your time and consideration.