

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

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

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

**Date:** October 4, 2023

## Recommendation

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

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

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

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

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

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

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

## Executive Summary

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

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

## Linkage to the Corporate Strategic Plan

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

- Housing and Homelessness
- Well-Run City

### Housing and Homelessness Strategic Area of Focus:

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

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

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

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

### Well-Run City Strategic Area of Focus:

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

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

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

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

#### 1.2 Background

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

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

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

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

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

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

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

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

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

## **2.0 Discussion and Considerations**

### **2.1 Purpose**

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

### **2.2 Housing Program Components**

#### **Canada-Ontario Community Housing Initiative**

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

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

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

The components of COCHI include:

#### New Development and Repair

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

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

Eligible repair work could include:

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

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

#### Rent Supplements

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

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

#### Transitional Operating Funding

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

### **Ontario Priorities Housing Initiative**

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

#### Rental

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

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

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

## Homeownership

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

Specific objectives are:

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

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

## Ontario Renovates

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

The objectives of Ontario Renovates are:

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

## Rental Assistance

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

The Rental Assistance component consists of three streams:

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

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

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

## Housing Support Services

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

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

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

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

### Administrative Funding

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

### Summary of Available Use of Funding

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

### Investment Plan

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

## Proposed Allocation of COCHI and OPHI Funding

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

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

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

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

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

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

### 3.0 Financial Impact/Considerations

#### 3.1 Funding

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

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

## Conclusion

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

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

**Reviewed by:** Dave Purdy  
Manager, Housing Services

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

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

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



2023

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

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

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

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

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

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

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

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

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**ONTARIO TRANSFER PAYMENT AGREEMENT**

for COCHI/OPHI

Version: May 5, 2023

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

**B E T W E E N:**

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

(“**Minister**”)

- and -

**[Insert Name of Service Manager]**

(“**Service Manager**”)

**BACKGROUND**

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

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

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

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

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

### **2.0 CONFLICT OR INCONSISTENCY**

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

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

### **3.0 COUNTERPARTS AND E-SIGNATURES**

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

### **4.0 AMENDING THE AGREEMENT**

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

### **5.0 ACKNOWLEDGEMENT**

5.1 The Service Manager acknowledges that:

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

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

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

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

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

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

**[Enter the full legal name of Service Manager]**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date:

I/We have authority to bind the Service Manager.

**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

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**1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Fiscal Year”** means:

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

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

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

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

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

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

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

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

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

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

**“Parties”** means the Minister and the Service Manager;

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

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

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

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

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

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

**“TPON”** means the Transfer Payment Ontario system.

## **2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

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

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

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

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

### 3.0 **TERM OF THE AGREEMENT**

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

### 4.0 **FUNDS AND CARRYING OUT THE PROGRAM**

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



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

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

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

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

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

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

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

Fiscal Year.

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

## **5.0 INVESTMENT PLAN**

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

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

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

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

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

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

## **7.0 CONFLICT OF INTEREST**

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

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

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

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

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

## **8.0 REPORTING, ACCOUNTING AND REVIEW**

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

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

- 8.2 **Record Maintenance.** The Service Manager will keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 8.3 **Inspection.** The Minister, his authorized representatives or an independent auditor identified by the Minister may, at their own expense, upon twenty-four (24) hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, the Minister, his authorized representatives or an independent auditor identified by the Minister may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 8.2;
  - (b) remove any copies made pursuant to section 8.3(a) from the Service Manager's premises; and
  - (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program; and
  - (d) the Minister may conduct an annual audit in respect of the information addressed in this section 8.3.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Service Manager will disclose any information requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, and will do so in the form requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, as the case may be.
- 8.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Minister any control whatsoever over the Service Manager's records.
- 8.6 **Auditor General.** For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## 9.0 FRENCH LANGUAGE SERVICES

- 9.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Program has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:
- (a) Ensure services are provided in French; and
  - (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

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

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

## **10.0 COMMUNICATIONS REQUIREMENTS**

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

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

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

## **11.0 FURTHER CONDITIONS**

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

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

## **12.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

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

## **13.0 INDEMNITY**

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

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

#### **14.0 INSURANCE**

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

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

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

#### **15.0 TERMINATION ON NOTICE**

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

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

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

#### **16.0 TERMINATION WHERE NO APPROPRIATION**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## 18.0 FUNDS AT THE END OF A FISCAL YEAR

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

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

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

## 19.0 FUNDS UPON EXPIRY

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

## 20.0 DEBT DUE AND PAYMENT

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

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

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

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

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

## 21.0 NOTICE

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

## 22.0 CONSENT BY THE MINISTER AND COMPLIANCE BY SERVICE MANAGER

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

## 23.0 SEVERABILITY OF PROVISIONS

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

## 24.0 WAIVER

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

## 25.0 INDEPENDENT PARTIES

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

## **26.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

## **27.0 GOVERNING LAW**

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

## **28.0 JOINT AND SEVERAL LIABILITY**

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

## **29.0 FURTHER ASSURANCES**

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

## **30.0 RIGHTS AND REMEDIES CUMULATIVE**

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

## **31.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

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

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

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

## **32.0 SURVIVAL**

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

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

### **33.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

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

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

### **34.0 GENERAL**

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

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

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

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

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"

### PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

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

## SCHEDULE “C”

### CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI)

#### 1. INTERPRETATION

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

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

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

Appendix C-1 – COCHI Operating Component

Appendix C-2 – COCHI Repair Component

Appendix C-3 – COCHI New Build Component

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

## **2. PROGRAM GUIDELINES**

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

## APPENDIX C-1

### COCHI OPERATING COMPONENT

#### 1. INTERPRETATION

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

#### 2. PROJECT SELECTION

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

#### 3. PROVISION OF OPERATING FUNDS BY THE MINISTER

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



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

#### **4. PROVISION OF OPERATING FUNDS BY THE SERVICE MANAGER**

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

#### **5. REPORTING REQUIREMENTS**

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

## **6. MARKETING**

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

## **7. REMEDIES**

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

## APPENDIX C-2

### COCHI REPAIR COMPONENT

#### 1. INTERPRETATION

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

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

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

Sub-Appendix C-2A – Affordability Report.

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

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

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

## **2. PROJECT SELECTION AND APPROVAL**

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

## **3. PROVISION OF REPAIR FUNDS BY THE MINISTER**

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

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

#### **4. RECONCILIATION**

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

#### **5. ADMINISTRATION**

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

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

## **6. REPORTING REQUIREMENTS**

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

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

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

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

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

## **7. RECOVERY OF FUNDING**

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

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

## **8. NOTICE OF PROJECTS IN DIFFICULTY**

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

## **9. REMEDIES**

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

## **10. AFFORDABILITY**

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

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

Service Manager:

Service Manager \_\_\_\_\_

Address: \_\_\_\_\_

Service Manager

Contact: Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

The Service Manager confirms that:

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

### Exceptions:

I declare that the above information is true and complete.

By: \_\_\_\_\_

Name:

Title:

Date:

I have the authority to bind the Service Manager





## APPENDIX C-3

### COCHI NEW BUILD COMPONENT

#### 1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

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

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

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

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

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

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

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

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

## **2. REQUIREMENTS FOR PARTICIPATING IN THE NEW BUILD COMPONENT**

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

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

## **3. PROJECT SELECTION**

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

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

#### **4. PAYMENTS BY THE MINISTER**

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

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

## **5. ADMINISTRATION**

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

as Sub-Appendix C-3D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.

- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.
- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
  - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;

the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.

- 5.9 The Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each Fiscal Year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the

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

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

## **6. GENERAL**

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



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

**SUB-APPENDIX C-3A**

**PROPONENT'S INITIAL OCCUPANCY REPORT**  
COCHI – New Build Component

**A. Project Information**

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

**B. Unit Details**

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

**RS:** Rent Supplements

**SS:** Support Services

**C. Depth of Affordability: Rents at Occupancy**

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

**Notes:**

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

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

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

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

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

**F. Project Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

---

Submitted by \_\_\_\_\_ [insert name of Service Manager]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

Print Name

Position

**SUB-APPENDIX C-3B**

**PROPONENT'S ANNUAL OCCUPANCY REPORT**

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

**A. Project Information**

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

**B. Unit Details**

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

**Notes:**

**RS:** Rent Supplements

**SS:** Support Services

### C. Actual Rents at Year End

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

### D. Depth of Affordability: Rents during year of reporting

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

#### Notes:

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

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

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

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

**F. Project Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

Submitted by \_\_\_\_\_ [insert name of Service Manager]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

## SUB-APPENDIX C-3C

### RENTAL PROTOCOL

#### 1. DEFINITIONS

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

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

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

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

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

#### 2. AFFORDABLE RENT

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

#### 3. RENTS

3.1 In no event shall,



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

3.2 Notwithstanding 3.1(a),

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

3.3 Notwithstanding 3.1(b),

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

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

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

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

#### **4. RENT INCREASES**

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

#### **5. PHASE-OUT PERIOD**

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

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

## **6. EXCEPTION**

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

## **7. AFTER PHASE-OUT PERIOD**

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

**SUB-APPENDIX C-3D**

**CONFIRMATION OF CONSTRUCTION START**

COCHI New Build Component

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

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

I declare that the above information is true and complete.

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title of Service Manager/Authorized Signing Officer

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## **SCHEDULE D**

### **Ontario Priority Housing Initiative**

#### **1.0 INTERPRETATION**

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

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

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

Appendix D-1 - Rental Housing Component

Appendix D-2 - Homeownership Component

Appendix D-3 - Ontario Renovates Component

Appendix D-4 - Rental Assistance Component

Appendix D-5 - Housing Support Services Component

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

#### **2.0 COMPLIANCE WITH APPENDICES**

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

#### **3.0 REPORTING REQUIREMENTS**

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

## APPENDIX D-1

### Rental Housing Component

#### 1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

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

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

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

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

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

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

## **2. REQUIREMENTS FOR PARTICIPATING IN THE RENTAL HOUSING COMPONENT**

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

## **3. PROJECT SELECTION**

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



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

#### **4. PAYMENTS BY THE MINISTER**

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

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

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

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

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

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

## **5. ADMINISTRATION**

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

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

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

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

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

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

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

## **6. GENERAL**

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

**SUB-APPENDIX D-1A**

**PROPONENT'S INITIAL OCCUPANCY REPORT**  
OPHI - Rental Housing Component

**A. Project Information**

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

**B. Unit Details**

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

**RS:** Rent Supplements

**SS:** SIF – Support Services

**C. Depth of Affordability: Rents at Occupancy**

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

3 BR					
Others (specify)					
<b>TOTAL</b>					

**Notes:**

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

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

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

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

**F. Project Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

Submitted by \_\_\_\_\_ [insert name of Service Manager]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position



**SUB-APPENDIX D-1B**

**PROPONENT'S ANNUAL OCCUPANCY REPORT**

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

**A. Project Information**

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

**B. Unit Details**

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

**Notes:**

**RS:** Rent Supplements

**SS:** Support Services

### C. Actual Rents at Year End

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

### D. Depth of Affordability: Rents during year of reporting

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

#### Notes:

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

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

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

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

**F. Project Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

Submitted by \_\_\_\_\_ [insert name of Service Manager]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

## SUB-APPENDIX D-1C

### RENTAL PROTOCOL

#### 1. DEFINITIONS

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

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

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

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

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

#### 2. AFFORDABLE RENT

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

#### 3. RENTS

3.1 In no event shall,

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

3.2 Notwithstanding 3.1(a),

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

3.3 Notwithstanding 3.1(b),

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

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

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

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

#### **4. RENT INCREASES**

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

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

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

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

#### **5. PHASE-OUT PERIOD**

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

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

## **6. EXCEPTION**

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

## **7. AFTER PHASE-OUT PERIOD**

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

**SUB-APPENDIX D-1D**

**CONFIRMATION OF CONSTRUCTION START**

OPHI- Rental Housing Component

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

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

I declare that the above information is true and complete.

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title of Service Manager/Authorized Signing Officer

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



## APPENDIX D-2

### Homeownership Component

#### INTERPRETATION

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

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

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

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

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

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

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

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

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

## **2. PROGRAM GUIDELINES**

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

## **3. NON-PROFIT HOMEOWNERSHIP PROJECT SELECTION AND ADMINISTRATION**

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

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

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

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

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

##### **4.1 In respect of all Projects:**

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

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

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

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

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

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

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

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

## **5. PROVISION OF FUNDS BY THE MINISTER FOR ELIGIBLE PURCHASERS**

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

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

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

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

## **6. PROVISION OF OPHI LOANS BY SERVICE MANAGER**

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

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



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

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

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

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

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

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

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

## **7. SECURITY FOR OPHI LOANS**

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

## **8. REVOLVING LOAN FUND**

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

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

## **9. REPORTING REQUIREMENTS**

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

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

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

9.3 Section 9.1 shall survive any termination of this Appendix.

## **10. MARKETING**

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

## **11. EDUCATION AND TRAINING**

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

## **12. REMEDIES**

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

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

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

## **13. GENERAL**

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

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

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

#### **14. ALTERNATIVE FORMS OF NON-PROFIT HOMEOWNERSHIP PROJECTS**

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

## SUB-APPENDIX D-2A

### PURCHASER ELIGIBILITY CRITERIA

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

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

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

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

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

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

## SUB-APPENDIX D-2B

### UNIT ELIGIBILITY CRITERIA

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

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



**SUB-APPENDIX D-2C**

**OPHI HOMEOWNERSHIP ANNUAL REPORT**

Report On Homeownership Loans Advanced by the Service Manager – Cumulative

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

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

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

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

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

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

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

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

**Additional Comments:**

[Insert any comments applicable to specific loans]

**Certification:**

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

\_\_\_\_\_  
Name of Service Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

## APPENDIX D-3

### Ontario Renovates Component

#### 1. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

## **2. PAYMENTS BY THE MINISTER**

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

## **3. PROJECT APPROVAL**

- 3.1 Once an eligible Project has been approved by the Service Manager, a completed Project Information Form, along with the appropriate Security Documents and Funding Agreement or Letter of Agreement, whichever is required, must be submitted in TPON to confirm Program take-up.
- 3.2 The Service Manager is responsible for Project selection and approval, monitoring progress and completion of Projects, quality of work and for the advancement of funds. The Service Manager must ensure the status of each Project is updated in TPON. In the event details of each Project are not updated as required, payments to the Service Manager may be reduced.
- 3.3 The Minister will monitor the progress of the Service Manager under the Program on TPON throughout the year. In particular, the Minister will review progress by December 15 of each fiscal year. The Minister may reallocate Funding in the event a Service Manager has not demonstrated take-up of ninety per cent (90%) or more of their yearly Program allocation by December 15.

## **4. ADMINISTRATION**

- 4.1 In conjunction with the approval of each Project, the Service Manager shall arrange for an appropriate form of Funding Agreement or Letter of Agreement to be executed, and shall register appropriate Security Documents, prior to forwarding Funding to the Proponent.
- 4.2 A Funding Agreement or Letter of Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 4.3 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Funding Agreement or Letter of Agreement. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project.
- 4.4 The Service Manager shall monitor all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities required in the Procurement Process or proposed in or intended by the

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

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

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

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

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

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

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

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

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



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

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

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

## **5. REMEDIES**

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

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

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

## **6. GENERAL**

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

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

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

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

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

**Project Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

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

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

**Project Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position









## **SUB-APPENDIX D-3F**

### **RENTAL PROTOCOL**

#### **1. DEFINITIONS**

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

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

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

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

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

#### **2. AFFORDABLE RENT**

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

#### **3. RENTS**

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

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

#### **4. RENT INCREASES**

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

#### **5. AFTER AFFORDABILITY PERIOD**

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

## APPENDIX D-4

### Rental Assistance Component

#### 1. INTERPRETATION

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

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

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

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

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

Sub-Appendix D-4A - Unit Eligibility Criteria

Sub-Appendix D-4B - Household Eligibility Criteria

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

Sub-Appendix D-4D – Contribution Agreement

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

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

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

## **2. PROGRAM GUIDELINES**

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

## **3. PROVISION OF PROGRAM FUNDS BY THE MINISTER**

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

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

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

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

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

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

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

#### **4. PROVISION OF PROGRAM FUNDS BY THE SERVICE MANAGER**

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

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

## **5. REPORTING REQUIREMENTS**

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

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

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

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

## **6. MARKETING**

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

## **7. REMEDIES**

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



## **8. GENERAL**

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

## **SUB-APPENDIX D-4A**

### **UNIT ELIGIBILITY CRITERIA**

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

## **SUB-APPENDIX D-4B**

### **HOUSEHOLD ELIGIBILITY CRITERIA**

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

## **SUB-APPENDIX D-4C**

### **HOUSING ALLOWANCE APPLICATION PROCESS AND FORM**

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

## SUB-APPENDIX D-4D

### CONTRIBUTION AGREEMENT

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

#### BETWEEN

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

- and -

**[SERVICE MANAGER]**  
("Service Manager")

#### RECITALS

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

**NOW THEREFORE** the parties agree as follows:

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

**IN WITNESS WHEREOF** the parties have executed this Agreement.

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

Signature: \_\_\_\_\_  
Name:  
Title:  
Date of  
Signature:

**[SERVICE MANAGER]**

Signature: \_\_\_\_\_  
Name:  
Title:  
Date of  
Signature:

## APPENDIX D-5

### Housing Support Services Component

#### 1. INTERPRETATION

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

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

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

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

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

#### 2. PROGRAM GUIDELINES



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

### **3. PROVISION OF PROGRAM FUNDS BY THE MINISTER**

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

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

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

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

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

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

### **4. PROVISION OF PROGRAM FUNDS BY THE SERVICE MANAGER**

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

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

## **5. REPORTING REQUIREMENTS**

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

## **6. REMEDIES**

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

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

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

## **7. GENERAL**

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

**SCHEDULE E**  
**FRENCH LANGUAGE SERVICES REPORT**

*Please complete and submit this Report on an annual basis by May 31<sup>st</sup> of each year.*

Service Manager:

---

Service Manager Address:

---

Service Manager Contact: Name:

---

Telephone:

---

Email:

---

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

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

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

I declare that the above information is true and complete.

***[Insert Service Manager Name]***

\_\_\_\_\_

Name:

Title:

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**Service Manager Name:**

**Name of Designated Area(s):**

**Description of Services:**

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

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

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

## SCHEDULE F

### Communications Protocol Requirements

#### CMHC – ONTARIO

#### BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY

#### SCHEDULE E: COMMUNICATIONS PROTOCOL (Agreement subparagraph 7.11)

#### 1. Purpose

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

#### 2. Guiding Principles

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

### **3. Joint Communications**

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

### **4. Individual Communications**

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



**5. Operational Communications**

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

**6. Media Relations**

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

**7. Signage**

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

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

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

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

**8. Costs**

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

**9. Communicating With Project Proponents and Others**

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

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

**10. Advertising Campaigns**

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