

Bill No. 98
2024

By-law No. A-

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

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

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

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

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

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

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

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

Passed in Open Council on April 2, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

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

Schedule "I"

EXIT AGREEMENT

BETWEEN:

ODELL-JALNA RESIDENCES OF LONDON

(Hereinafter called the " Odell-Jalna")

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the " City")

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

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

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

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

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

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

1. INTERPRETATION

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

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

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

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

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

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

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

2. TERM

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

3. HOUSING PROJECT

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

4. REGISTRATION

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

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

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

6. CORPORATE RESTRICTIONS

- 6.1 Odell-Jalna shall:
- a) Maintain itself as a non-profit corporation;
 - b) Meet the legislative requirements of a non-profit corporation; and

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

7. OPERATION OF HOUSING PROJECT BY ANOTHER PROVIDER

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

8. AUDIT AND ACCOUNTABILITY

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

9. EXPENSES OF CITY

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

10. ARBITRATION

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

11. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to Odell-Jalna shall be addressed to:

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

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

12. PARTIAL SEVERABILITY

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

13. HEADINGS

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

14. AMENDMENTS

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

15. ENUREMENT

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

16. GOVERNING LAW

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

17. EXECUTION

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

18. SURVIVAL

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

19. SCHEDULES

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

Schedule "A" Rent Supplement Agreement

Schedule "B" Subject Lands

In Witness Whereof the parties hereto have executed this Agreement.

Signed this ____ of _____, 2024

Odell-Jalna Residences of London

Per: _____

Per: _____

I / We have the authority to bind the Corporation

The Corporation of the City of London

Per: _____

Per: _____

Schedule “A”

RENT SUPPLEMENT AGREEMENT

BETWEEN:

ODELL-JALNA RESIDENCES OF LONDON

(Hereinafter called “Odell Jalna”)

-and-

HOMES UNLIMITED (LONDON) INC.

(Hereinafter called “Homes Unlimited”)

- and –

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the “City”)

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

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

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

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

1. INTERPRETATION

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

“Agreement” means this Rent Supplement Agreement;

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

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

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

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

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

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

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

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

“Rent” means rent as defined in the RTA;

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

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

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

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

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

2. JALNA WOODS’ PROJECT MANDATE

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

3. TERM

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

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

4. RENT GEARED TO INCOME UNITS

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

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

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

4.4 Once a household has vacated one of the fifty (50) RGI Units, Odell-Jalna may fill such vacancy in a residential building owned by Odell-Jalna or Homes

Unlimited provided the following conditions have been met:

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

5. MARKET RENT UNITS

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

6. RENT SUPPLEMENT

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

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

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

7. REPORTING

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

8. ANNUAL FINANCIAL STATEMENTS, RECORDS RETENTION AND AUDIT

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

9. LEASING OF UNITS

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

- 9.10 The Owner shall permit a Tenant to terminate their tenancy, at any time during the term, on sixty (60) days written notice, provided such notice is effective on the last day of a month, and forward to the City a copy of any notice given to the Owner, by the tenant, within five (5) business days;
- 9.11 The Owner shall notify the City, in writing, if the Owner gives a notice of termination to a Tenant or evicts a Tenant from an RGI unit, within five (5) business days of the event.

10. DISCLOSURE TO CITY

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

11. CONFLICT OF INTEREST

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

12. INTERNAL TRANSFER

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

13. OPERATION OF THE UNITS

- 13.1 The City may establish and amend policies and provide the Owner thirty (30) days' notice of said policies or policy amendments by email.
- 13.2 The Owner shall operate all RGI Units in accordance with all policies as designated by the City.
- 13.3 The Owner shall treat the Tenants in the same manner and afford them the same privileges as are afforded to its other tenants.
- 13.4 The Owner shall keep the units and the building in which the units are located, in a good and substantial state of repair, clean and fit for habitation.
- 13.5 The Owner shall establish rules for temporary accommodation of guest in its RGI units and shall provide a copy of the rules to the City. The City shall approve the rules at its sole discretion and the Owner shall make any changes to its rules required by the City.

14. PROTECTION OF TENANT INFORMATION AND INFORMATION SHARING WITH CITY

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

15. INDEMNIFICATION

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

shall include the City as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.

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

16. RESERVES

- 16.1 Odell-Jalna shall establish and fund annually a Replacement Capital Reserve Fund in such an amount adequate to address necessary future capital expenditure needs.
- 16.2 Odell-Jalna shall use the Replacement Capital Reserve Fund for replacement of

capital expenditures to keep the units and the building in which the units are located, in a good and substantial state of repair, clean and fit for habitation.

17. EVENT OF DEFAULT

17.1 Any of the following events will constitute an event of default (each an “**Event of Default**”) by the Odell-Jalna or Homes Unlimited under this Agreement:

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

18. NOTICE OF DEFAULT AND CURE PERIOD

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

19. MATERIAL DEFAULT

19.1 Any of the following events will constitute a material default (each a “**Material Default**”) by the Odell-Jalna or Homes Unlimited under this Agreement:

- a) Odell-Jalna or Homes Unlimited becomes bankrupt or insolvent, takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;
- b) steps are taken or proceedings are commenced by any person to dissolve or wind up the Odell-Jalna or Homes Unlimited;
- c) Odell-Jalna or Homes Unlimited ceases or threatens to cease to carry on business in the normal course;
- d) a trustee receiver, receiver and manager or similar person is appointed with respect to the business or assets of the Odell-Jalna or Homes Unlimited;

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

20. REMEDIES

20.1 In the event that a Material Default has occurred or Odell-Jalna or Homes Unlimited fails to remedy an Event of Default before the expiry of the applicable Cure Period, the City may, without prejudice to the City obtaining any other remedy they may be entitled to:

- a) reduce, suspend or discontinue payment of any Rent Supplement or contribution that would otherwise be payable by the City to Odell-Jalna or Homes Unlimited under this Agreement;
- b) demand the repayment of an amount equal to any payment the City provided Odell-Jalna or Homes Unlimited following the event of Material Default or any amount that was not used for the purpose of the Rent Supplement;
- c) demand the payment of the amount required to subsidize housing for individuals in the RGI units as of the effective date of the Agreement for the remaining term of the Agreement;
- d) Odell-Jalna or Homes Unlimited will not be permitted to participate in any future affordable housing development opportunities.

20.2 Odell-Jalna and Homes Unlimited acknowledges that the City's remedies are cumulative and not mutually exclusive.

21. NON-WAIVER

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

22. RENEWAL

22.1 This Agreement shall automatically renew itself, on the same terms and conditions, including this provision for automatic renewal, unless:

- a) The City terminates this Agreement on sixty (60) days notice;
- b) The Exit Agreement is replaced with an exit agreement that meets the prescribed requirements under the Act.

23. TERMINATION

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

24. ARBITRATION

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

25. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to the Owner shall be addressed to:

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

Homes Unlimited
[insert]

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

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

26. PARTIAL SEVERABILITY

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

27. HEADINGS

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

28. AMENDMENT

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

29. ENUREMENT

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

30. GOVERNING LAW

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

31. EXECUTION

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

32. SURVIVAL

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

33. SCHEDULES

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

Schedule "1" Project Information Form

Schedule "2" Subject Lands

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

Signed this _____ of _____, 2024

Odell-Jalna Residences of London

Per: _____

Per: _____

I / We have the authority to bind the Corporation

Homes Unlimited (London) Inc.

Per: _____

Per: _____

I / We have the authority to bind the Corporation

The Corporation of the City of London

Per: _____

Per: _____

SCHEDULE “1”

PROJECT INFORMATION FORM

Rent Supplement Agreement

City – City of London

Project Name: Jalna Woods

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

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

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

Odell-Jalna Type:

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

Project Information

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

Included in Rent: Parking Heat Electricity Water

Total Project Units

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

RGI Market Rents (50 RGI Units)

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

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

Schedule "2"

Subject Lands

Municipal Address: 870 Jalna Blvd.

PIN: 08498-0351 (LT)

Description:

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

Schedule “B”

Subject Lands

Municipal Address: 870 Jalna Blvd.

PIN: 08498-0351 (LT)

Description:

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