

MUNICIPAL HOUSING SUPPLEMENT AGREEMENT

Agreement made in duplicate this day of

B E T W E E N:

(Hereinafter called the "Owner")

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "City")

WHEREAS:

1. The City wishes to assist persons of low income to obtain rental accommodation; and
2. The Owner has agreed to provide such accommodation, on condition that the City pays a housing supplement to reduce the market rent of the unit in order to meet the affordability needs of prospective or sitting tenants;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

DEFINITIONS AND INTERPRETATIONS

1. Whenever, in this Agreement, the following words or phrases are used, they shall have attributed to them the following meanings:
 - (a) "commencement date" means the date set out in Section 4, on which the term of this Agreement commences;
 - (b) "effective date" means the date set out in Schedule "A", from which a full monthly rent applies to a unit;
 - (c) "full monthly rent" means the full monthly rent for a unit for the current month, as set out in Schedule "A";
 - (d) "initial payment date" means the date set out in Schedule "A", on which the City's obligation to make housing supplement payments for a unit commences under this Agreement;
 - (e) "housing supplement" means:
 - (i) a fixed subsidy to eligible and selected landlords to reduce the effective market rent of the unit in order to meet the affordability needs of prospective or sitting tenants; or
 - (ii) if a unit, vacated by a housing supplement tenant, is vacant, the agreed to fixed subsidy for that unit;
 - (f) "housing supplement tenant" means a person referred to the Owner, in accordance with Section 5, to whom a unit has been leased;
 - (g) "Schedule "A"" is the schedule entitled Schedule "A", attached to and forming part of this Agreement, as amended from time to time by addendum duly signed by both parties;
 - (h) "unit" means a unit of accommodation listed in Schedule "A", to which this Agreement applies.
2.
 - (1) The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement includes any subsequent amendments or replacement and substitution of that statute.
 - (2) Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
 - (3) The titles appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
 - (4) Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.
 - (5) All information relating to housing supplement tenants that is provided to, collected or maintained by the City, is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, (hereinafter referred to as "MFIPPA").

3. (1) Any notice, consent or approval, required or permitted to be given, pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the Owner or the City, as the case may be, at such address as the parties may designate, in writing, from time to time.
- (2) Any such notice, consent or approval shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the fifth (5th) day after the day on which it was mailed.

TERM

4. The term of this Agreement is _____ years, commencing on the first 1st day of _____

LEASING OF UNITS

5. (1) The Owner shall lease the units only to such persons as shall be referred to it, during the term, by the City.
- (2) The Owner and the City may amend Schedule "A", to add or delete units.

OWNER'S RESPONSIBILITIES

6. The Owner shall:
 - (a) 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 Housing Supplement subsidized by the City.
 - (b) provide the City with one (1) copy of the executed lease, within thirty (30) days of its execution;
 - (c) collect from the housing supplement tenants only that portion of the full monthly rent stipulated by the City and those additional charges approved by the City;
 - (d) change the portion of the full monthly rent collected from each housing supplement tenant, as directed by the City;
 - (e) not require the payment of the last month's rent, in advance, from any housing supplement tenant;
 - (f) serve each housing supplement tenant with notice of each and every increase in the full monthly rent for his unit, in the form, manner and within the time prescribed by the *Residential Tenancies Act, 2007*, (hereinafter referred to as "RTA");
 - (g) provide the City with one (1) copy of each notice of increase in the full monthly rent for a unit, at least ninety (90) days prior to its effective date;
 - (h) give one (1) copy to the City of any application affecting a unit, made by the Owner, under the RTA, within ten (10) days of filing it;
 - (i) give one (1) copy to the City of any order affecting a unit, made under the RTA, within fourteen (14) days of receipt by the Owner;
 - (j) not allow a housing supplement tenant to sublet or assign his lease;
 - (k) permit a housing supplement tenant to terminate his 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;
 - (l) notify the City, in writing, if the Owner gives a notice of termination to a housing supplement tenant, receives a notice of termination from a housing supplement tenant, discovers that a unit has been abandoned by a housing supplement tenant or evicts a housing supplement tenant from a unit, within one (1) week of the event;
 - (m) treat the housing supplement tenants in the same manner and afford them the same privileges as are afforded to its other tenants;
 - (n) 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 housing supplement tenants, without the prior written consent of the City;
 - (o) provide the City with current rent rolls, when requested, for the building(s) in which the housing supplement units are located.
 - (p) allow periodic physical inspection of the housing supplement unit by the City
7. 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.

CITY'S RESPONSIBILITIES

8. (1) Notwithstanding the payments made by the City, pursuant to this Agreement, the full normal relationship between landlord and tenant shall exist between the Owner and the housing supplement tenant.
- (2) The City shall not be responsible to the Owner for any breach of or failure by a housing supplement tenant to observe any of the terms of his lease with the Owner, including the covenant to pay rent or direct payments made through social assistance benefits.
- (3) The sole responsibility of the City to the Owner shall be limited to the payments required pursuant to this Agreement.
- (4) It is understood, for the purpose of this Agreement, that neither the City nor the Province are tenants.

PAYMENTS

9. (1) The City shall pay to the Owner, commencing on the initial payment date:
 - (a) the housing supplement for each of the units, in advance, on the first (1st) day of the month, for each and every month in the remainder of the term;
 - (b) the housing supplement during the period a unit is vacant, if:
 - (i) the Owner informed the City, within five (5) business days thereof, of:
 - (A) its receipt of a housing supplement tenant's notice of termination;
 - (B) its discovery of the abandonment of a unit by a housing supplement tenant; or
 - (C) the eviction of a housing supplement tenant; and
 - (ii) the Owner does not delay unreasonably in selecting an applicant for the unit, pursuant to Section 5.
 - (2) If a unit is not occupied by a housing supplement tenant on the initial payment date for that unit, because:
 - (a) the Owner delayed unreasonably in selecting an applicant for the unit, pursuant to Section 5; or
 - (b) the unit is unavailable for occupancy for any other reason;

Schedule "A" shall be amended and the initial payment date changed to the earlier of the date of occupancy, a date mutually agreed upon by the parties or the date set out in a ninety (90) day notice of availability given by the Owner to the Housing Corporation, on which date the unit was actually available for occupancy.
 - (3) If a unit is not occupied by a housing supplement tenant on the initial payment date for that unit, for any reason other than those listed in Sub-section 10(2), Schedule "A" shall be amended and the initial payment date changed to the date of occupancy and the Housing Corporation shall pay to the Owner the full monthly rent for the period of time between the original and the replacement initial payment date.
10. In anticipation of a unit becoming vacant between two unit anniversary dates, the Owner and the City may agree in advance to an increase or decrease in the housing supplement for a unit in the event it becomes vacant and is re-occupied by a different tenant. Such a proposed increase or decrease will be set forth in an addendum to schedule "A" and shall be applicable as set out in the addendum.

RENEWAL

11. This Agreement shall automatically renew itself, on the same terms and conditions, including this provision for automatic renewal, unless:
 - (a) Written notice of termination is given by the City at least six (6) months before this Agreement or any renewal thereof expires; or written notice is given by the Owner at least six (6) months prior to any further renewal period; or
 - (b) This Agreement or any renewal thereof has been terminated for cause, by the City, pursuant to Section

The maximum term of this agreement is five (5) years.

TERMINATION BY THE CITY

12. (1) If the Owner:
 - (a) fails to maintain the units and the building in which they are located, in a good and substantial state of repair, safe and fit for habitation;
 - (b) fails to notify the City of a vacancy in a unit, within one (1) week of the event;
 - (c) commits a major breach of this Agreement;

the City may, on the occurrence of any or all of these events, at its option, terminate this Agreement or discontinue any or all of the housing supplements with 30 days of notification.

- (2) If the owner and tenant relationship ends by eviction, tenant notice, or other legal means within the Residential Tenancies Act (or any successor legislation) the City may, at its option, terminate this Agreement or discontinue any or all of the housing supplements with 60 days of notification.

TERMINATION BY THE OWNER

- (4) This agreement may be terminated by the Owner through a written notice given by the Owner to the City with at least six (6) months advance notification.
- 13.** If this Agreement is terminated, the Owner shall permit the housing supplement tenants occupancy, until their tenancy is terminated or until they cease to qualify for housing supplement benefits, whichever first occurs, under the same conditions as to the payment of the housing supplement by the City, and the Agreement shall remain binding on both parties, as if it were still in force.

This Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

In Witness Whereof the parties hereto have executed this Agreement.

Signed this _____ of _____ 20__

Witness	Owner or Authorized Agent
Witness	Owner or Authorized Agent

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Per: _____

Agreement No.
Project No.

Schedule "A"

Agreed to Full Monthly Rents for Housing Supplement Units			
Units (No., Municipal Address)	Unit Size (No. of Bedrooms)	Full Monthly Rent	Effective Date

DRAFT

The following services and appliances shall be provided by the Owner and shall be included in the full monthly rent:

The City shall not pay for any parking charges.