

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	HOUSING SERVICES – RENT SUPPLEMENT PROGRAM

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on March 6th, 2018 to;

- a) **authorize** and **approve** the attached standard form Rent Supplement Agreement (attached as Schedule 1), between The Corporation of the City of London and eligible Housing Providers for the purpose of providing Rent Supplements to tenants of approved Housing Projects;
- b) **authorize** the Managing Director of Housing, Social Services and Dearness Home or designate to execute the Agreement authorized and approved in part a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- CPSC Report July 19, 2016 Approval of the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) and Pending Assignment to HDC

BACKGROUND

Link to Corporate Strategic Plan

Administering the Rent Supplement Program links to the Corporate Strategic Plan’s key areas of focus of Strengthening our Community and the strategy of providing Caring and Compassionate Services, specifically:

- 3B “Work with community agencies to help tenants keep their existing affordable housing and avoid homelessness”
- 3C “Reduce and Prevent Homelessness”

Intent of this Report

1. Provide background on the Rent Supplement component
2. Request approval for the standard form Rent Supplement Agreement (Schedule 1) between the City and Housing Providers, and delegate authority to the Managing Director, Housing, Social Services and Dearness Home (or designate) to execute the agreements with the Housing Providers and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.

Background

The City of London is designated under the Housing Services Act, 2011 as the Service Manager for Housing Services for the City of London and the County of Middlesex. The Service Manager is responsible for administering various Housing programs through the Housing Services Act, regulations and Ministry of Housing guidelines.

In July 2016, Council approved the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) and Pending Assignment to HDC. At that time, the Operating component of this new funding was introduced. The objective of the 2016 SIF Operating component is to address affordability issues of households in modest rental units across the province. The Operating component consists of three streams:

- Rent Supplement
- Housing Allowance Direct Delivery
- Housing Allowance Shared Delivery

Rent Supplement is a subsidy paid to the landlord or housing provider on behalf of a household in need of rental assistance. A **Housing Allowance Direct Delivery** is a subsidy paid directly from the Service Manager/ City to a household in need of rental assistance. Under **Housing Allowance Shared Delivery**, the Ministry of Finance acts as the lead on certain funding activities and provides the portable monthly payments directly to eligible households. The Province provided Service Managers with the opportunity to deliver the Operating component locally (both Rent Supplement and Housing Allowance Direct Delivery streams) or in partnership with the province (Housing Allowance Shared Delivery stream).

The City of London chose to deliver the SIF Operating component using the Rent Supplement Direct Delivery stream and received a funding commitment of \$600,000. The funding will be used towards a Ministry defined priority, that being tenants of housing projects where federal operating agreements/ subsidies have expired prior to April 1, 2016. In London, this impacted six Federal Cooperative Housing Providers. Without the previous federal funding, some of the eligible Cooperatives faced difficulties maintaining the member (tenant) subsidies and rents which placed a strain on the operating budget. In some cases, Cooperatives choose to increase member rents, remove or reduce member subsidies, and/ or operate in a deficit position in an effort to limit the overall financial impact on its members (tenants).

Under the Operating Component Service Managers are required by the Ministry of Housing to make all funding commitments through a signed SIF Program Delivery and Fiscal Plan (PDFP) which is due to the province by March 31, 2018. Funds under this program must be allocated/ expended by March 31, 2024. Civic administration consulted with eligible Cooperative Housing Providers to determine how best to allocate the funding and also made initial determinations about the number of possible eligible households. As result, it has been determined that an annual amount of \$200,000 would be spent each year, for a three year period (2018, 2019 and 2020), in \$50,000 quarterly installments. The funding is meant to provide an interim solution as the Canada Mortgage and Housing Corporation (CMHC) continues to develop programs towards implementing the National Housing Strategy initiatives. It is understood that the National Housing Strategy will include new funding for the Federal Cooperative Housing Providers. Allocating the City's SIF Rent Supplement funding will help stabilize their current financial pressures. The eligible Cooperatives understand the City of London funding is limited to three years and that they will need to develop contingency plans should the National Housing Strategy not address Federal Cooperatives ongoing financial stability.

To provide subsidy to eligible households through this Rent Supplement program, the City will enter into an Agreement (attached as Schedule 1) with an eligible Housing Provider as listed above. This template agreement has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Services.

Municipal Council's approval is being sought for this template agreement, as well as the delegated authority for the Managing Director, Housing, Social Services and Dearness Home (or designate) to execute Rent Supplement agreements with eligible Housing Providers and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor. This standard form agreement and delegated authority will assist Housing Services in meeting the Ministry's prescribed timelines for program delivery and make adjustments to maximize the use of SIF funding.

FINANCIAL IMPACT

The SIF Rent Supplement program is funded 100% by the province and is not subject to any cost sharing requirements with the City for the duration of the agreement. Administration of the program will be undertaken by existing Housing Services staff and within existing approved budgetary resources.

The Rent Supplement allocations meet the Ministry of Housing’s March 31, 2018 deadline and program delivery is expected to begin in March 2018 upon Council approval of the attached as proposed By-law Appendix A.

PREPARED BY:	REVIEWED BY:
JASON WESTBROOK MANAGER, BUSINESS PLANNING PROCESS	DAVE PURDY MANAGER, HOUSING SERVICES
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

C: David Munteer, Solicitor II
 Kyle Murray, Senior Financial Business Administrator
 Jason Wills, Manager III, Risk Management

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve the Rent Supplement Agreement and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Agreement and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.

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

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

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

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

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

1. The Rent Supplement Agreement substantially in the form attached as Schedule 1 to this By-law and satisfactory to the City Solicitor, between the Corporation of the City of London and such eligible Housing Providers who meet the funding criteria, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate is authorized to execute the Rent Supplement Agreement, and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -

SCHEDULE 1

Rent Supplement Agreement

This agreement is between:

The Corporation of the City Of London

(hereinafter referred to as the "City")

OF THE FIRST PART;

- and -

<Insert Name of Housing Provider>

(hereinafter referred to as the "Housing Provider")

WHEREAS:

- I. the Province of Ontario has designated the City of London to allocate and administer funding pursuant to the Social Infrastructure Fund (SIF) ("the Program");
- II. AND WHEREAS the Housing Provider is an Eligible Housing Provider (as defined below);
- III. AND WHEREAS the Housing Provider is the registered owner of the residential accommodation known municipally as (the "Housing Project");
- IV. AND WHEREAS the parties to this agreement understand the following provisions are the written reflections of their respective commitments to the successful provision of services by the Housing Provider, and the parties agree to do so in compliance with the laws of Ontario, including the (Ontario) Human Rights Code; **and**
- V. AND WHEREAS the City wishes to assist tenants of social housing projects where operating agreements and/or federal subsidies have expired prior to April 1st, 2016.

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) "Agreement" means this agreement entered into between The Corporation of the City of London herein described as "the City", and the Housing Provider and includes all of the schedules listed and any amending agreement entered into;
 - (b) "Eligible Housing Provider" means a housing provider that;
 - i. is a local Cooperative Housing Project where operating agreements and/or federal subsidies expired prior to April 1st, 2016
 - ii. meets such other criteria as the Service Manager may require in writing from time to time.
 - (c) "Co-operative" means a non-profit housing Co-operative that is the owner of the housing project;
 - (b) "effective date" means the date set out in Schedule "A", from which a market rent applies to a unit;
 - (c) "housing project" means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for

residential accommodation and more particularly located at the address 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 rent supplement payments for a unit commences under this Agreement;
- (e) "market rent" means the monthly total unit rent payable by the tenant, defined by the housing provider and attributable from time to time to each rent supplement unit for the purpose of calculating rent supplement, as set out in Schedule "A";
- (f) "PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;
- (g) "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined in PIPEDA;
- (h) "rent" means rent as defined in the *Co-operative Corporations Act*, RSO 1990.
- (i) "rent supplement" means the difference between the geared to income portion of the market rent ("household charge") from the tenant of a unit for a given month and the market rent;
- (j) "rent supplement tenant" means a household member living in an eligible cooperative housing project that meets the criteria under Schedule B and to whom a unit has been leased;
- (k) "household charge" means the tenant portion of rent for residents living in a Rent Supplement subsidized unit listed on Schedule A.
- (l) "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;
- (m) "unit" means a unit of accommodation listed in Schedule "A", to which this Agreement applies.

2.

- (a) The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement include any subsequent amendments or replacement and substitution of that statute.
- (b) Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- (c) 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.
- (d) 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.
- (e) All information relating to rent 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").
- (f) 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 Housing Provider or the City, as the case may be, at such address as the parties may designate, in writing, from time to time.
- (g) 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

3. The term of this agreement commences on the 1st day of January 2018 and ends on the 31st,

day of December 2020, unless otherwise notified by the City of London.

THE PROGRAM

4. The Housing Provider will provide unit subsidy to households meeting the eligibility criteria specified in the attached Schedule "B" for services related only or solely to the activities and goals of approved projects specified in the attached Schedule "A".
5. The Housing Provider agrees to abide by the terms of this agreement as well as other requirements as may be prescribed by the City in writing from time to time.
6. The Housing Provider will follow the Unit and Household Eligibility criteria in Schedule B and will notify the City of any changes to household complement, member eligibility or income changes within 30 days of learning of the change.

HOUSING PROVIDER RESPONSIBILITIES

7. The Housing Provider shall:
 - a) collect from the rent supplement tenants a household charge of a **(insert Co-op %)** of gross household income as stipulated in the Cooperative By-Laws and as approved through written correspondence from the City;
 - b) serve each rent supplement tenant with notice of each and every increase in the market rent for his unit, in the form, manner and within the time prescribed by the *Co-operative Corporations Act, RSO 1990*.
 - c) give one (1) copy to the City of any application affecting a unit, made by the Housing Provider, under the *Co-operative Corporations Act, RSO 1990*, within three (3) days of filing it;
 - d) give one (1) copy to the City of any order affecting a unit, made under the *Co-operative Corporations Act, RSO 1990*, within three (3) days of receipt by the Housing Provider;
 - e) not allow a rent supplement tenant to sublet or assign his lease;
 - f) permit a rent supplement tenant to terminate 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 Housing Provider, by the tenant, within three (3) business days of its receipt;
 - g) notify the City, in writing, if the Housing Provider gives a notice of termination to a rent supplement tenant, receives a notice of termination from a rent supplement tenant, discovers that a unit has been abandoned by a rent supplement tenant or evicts a rent supplement tenant from a unit, within three (3) business days of the event;
 - h) provide the City with current rent rolls, when requested, for the building(s) in which the rent supplement units are located.
 - i) 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 and in accordance with the City's Occupancy By-law.
 - j) 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 rent supplement tenants, without the prior written consent of the City;
 - k) preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by The City;
 - l) ensure the PIPEDA compliance of all PIPEDA Protected Information it collects during the course of completing its obligations pursuant to this Agreement;

- m) ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to The City;

FUNDING

8. During the term of this Agreement, the City shall pay to the Housing Provider a maximum of **(insert HP \$ total)** per month.
 - a. The first payment will include monthly payments effective January 1st, 2018 up to and inclusive of the month the agreement is signed by both parties.
 - b. All subsequent payments will be paid in advance on the first (1st) day of the month, for the term of this Agreement.
9. The Housing Provider shall apply the monthly payment to each unit listed in the Schedule A based on **(insert HP RGI %)** of each unit's gross household income as stipulated in the Cooperative By-laws and as approved in writing by the City of London. Further, it is understood individual unit subsidies may change due to fluctuations in household income and/ or program eligibility. Therefore, the City will reconcile the Housing Provider's individual unit subsidy allocations and supporting documentation against the monthly Housing Provider payment at least once every 12 months through an Annual Rent Supplement Review. Any surplus funds found during a review will be returned to the City unless otherwise notified in writing by the City.
10. The Housing Provider acknowledges by way of signature that, subject to clause(s) 25, 26, and 27, the City is committing funding only to a maximum of **(insert HP Total)** per month for the duration of the agreement unless otherwise notified in writing by the City. Also, it is the Housing Provider's responsibility to ensure any household complement, member eligibility or income changes are reported to the City at minimum 30 days after the change occurs.
11. In the event that a Housing Provider's unit listed on Schedule A becomes vacant or the tenant of the unit is no longer eligible according to criteria listed in Schedule B, the Housing Provider shall notify the City within 30 days of becoming aware of the change. At the time of notification the Housing Provider may request the SIF Rent Supplement funds to be redirected to another unit and eligible household. Any changes in unit subsidy provided to the Housing Provider will be approved by the City and reflected in an amendment to the Schedule A and duly signed by both parties.

FINANCIAL RECORDS AND REPORTS

12. The Housing Provider shall provide the City with annual reports of both financial and statistical information as specified in Schedule C which shall:
 - (a) be prepared according to generally accepted accounting principles;
 - (b) relate to the services provided pursuant to this Agreement;
 - (c) be in a form and content, similar to the forms provided and acceptable to the City;
 - (d) submit a report to the City on the funded activities in the time period of this Agreement, no later than ten (10) business days following the end of each 12 month period beginning January 1st, 2018.
13. The Housing Provider will maintain financial records and books of accounting respecting the costs and disbursement of the Rent Supplement Program provided pursuant to this Agreement and will allow the City or such other persons appointed by the City, at the City's cost, to inspect and audit said books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination, and shall provide the City with such information as it requests. The Housing Provider receiving the funds is required to segregate the funding to ensure reporting and accountability of these funds in a manner satisfactory to the City's Housing Services Division.
14. The Housing Provider will maintain unit household files that at minimum include:
 - (a) proof of program and household member eligibility,
 - (b) proof of household monthly income,
 - (c) City of London notices of approved unit subsidy;
 - (d) a signed consent to participate in the Rent Supplement program; and
 - (e) all Income & Assets Verification Forms for Rent-Geared-to-Income Assistance, as provided by the City of London.

15. The Housing Provider will ensure that its year-end audited financial statements contain a supplementary schedule or note indicating the amount of Rent Supplement funding received and the related expenditures, and confirming that the Rent Supplement funding provided was spent on approved expenditures.
16. The Housing Provider will provide the City with a copy of its board approved annual audited financial statements for the year in which the funded activities occurred and within two months of its fiscal year-end.
17. The City will reconcile the funds advanced to Housing Provider through the Annual Rent Supplement Review and its annual audited financial statements. If the Housing Provider has not provided financial benefits to households for rent supplements to the maximum amount available for the year, the unexpended funds will be repayable to the City, unless the City at its sole discretion, directs the funds to be included in the allocation of the following year.
18. Failure on the part of the Housing Provider to remit the reports required pursuant to this Agreement, on time and in a manner satisfactory to the City, shall entitle the City, at its sole discretion and without liability, cost or penalty to the City, to do any one or more of the following:
 - withhold payments;
 - request that reports of financial and statistical information, or the annual report on the funded activities be revised and resubmitted until the City is satisfied with the same; or
 - terminate this Agreement forthwith, and to request the immediate return of any unexpended funds from the Housing Provider.

AUDIT

19. The Housing Provider shall permit the representatives of the City's Housing and/or Finance Departments, to enter any premises used by the Housing Provider in connection with the provision of the services described herein, upon reasonable notification of intent to do so, during regular business hours of the Housing Provider, in order to facilitate either or both of the following:
 - (a) inspection of those files and records relating to services provided under this Agreement;
 - (b) an assessment and review of the operation of the Housing Provider and the provision of services directly or indirectly by the Housing Provider solely with respect to services provided under this Agreement.

DEFAULT

20. In the event that the City is not satisfied in the provision of services funded herein by the Housing Provider as evidenced in the reports required pursuant to this Agreement and/or any assessment or review conducted by the City's Housing Services, and/or Finance Departments, the City may, in its sole discretion, and without liability, cost or penalty to the City do any one or more of the following:
 - (a) withhold payments;
 - (b) request that changes be immediately made by the Housing Provider to the manner and form of the delivery of services funded herein; or
 - (c) terminate this Agreement forthwith, and to request the immediate return of any unexpended funds from the Housing Provider.
21. Subject to the terms of this Agreement, the City agrees over the term of this Agreement to release funds to the Housing Provider monthly.

EARLY TERMINATION

22. Either the City or the Housing Provider can terminate this Agreement in each party's sole discretion, whether arbitrarily or without cause by providing to the other party 90 days' notice, in writing, of their intention to do so.
23. Notwithstanding the foregoing, the parties acknowledge and agree that in the event that the funding discontinues, this Agreement shall terminate as of the effective date set out by the Province and that the City shall not be obligated to fulfil any further funding under this Agreement. Further, the Housing Provider shall indemnify and save harmless the City from any and all costs, claims, demands, suits, actions and judgements made, brought or recovered

against the City resulting from the discontinuance of funding by the Province and/or provision of services by the City pursuant to this Agreement.

24. In the event that this Agreement is terminated, the Housing Provider shall maintain copies of all unit household files, financial records and statistical information and not dispose of them without prior written consent of the City. Upon termination of this Agreement, the Housing Provider will return any unexpended funds to the City unless otherwise notified by the City in writing.

FORCE MAJEURE

25. Subject to Section 28, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
26. Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions, if such events meet the test set out in Section 25.
27. Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:
 - i. take into account at the time of the execution of the Agreement; and
 - ii. avoid or overcome in the carrying out of its obligations under the Agreement.
28. The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

REPRESENTATIONS AND WARRANTIES

29. The Housing Provider represents and warrants to the City as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:
- (a) The Housing Provider is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.
 - (b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Housing Provider and have been duly authorized by proper corporate proceedings.
 - (c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Housing Provider in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Housing Provider or the title to the Housing Project.
 - (d) No representation or warranty by the Housing Provider in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Service Manager pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.
 - (e) The Housing Provider is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.

NOTICE

30. The parties agree that any notice required pursuant to this Agreement shall be delivered by mail or fax to:

<name of Cooperative >
<address of Cooperative >

or

The City of London
Housing Services
Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor.
London, ON N6A 3N7
Fax: 519-661-5804

Signed:

For the City Of London

Date

Managing Director
Housing, Social Services & Dearness Home

For <name of co-op>

Date

Signature

Position*

*I/we have authority to bind the corporation

- Schedule A – Units Included in the Program
- Schedule B – Unit & Tenant Eligibility Criteria
- Schedule C – Project Reporting Requirements
- Schedule D – Local Occupancy Standards



Schedule A

Agreement No.

Housing Project Name; _____

# of Units	Unit #, Municipal address	# of Unit Bedrooms	# of Household Members	Unit Market Rent	Effective Date	Unit Subsidy (City portion)	Initial Payment Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

The following services and appliances shall be provided by the Co-operative and shall be included in the full market rent: (TBD)



Schedule B

Unit & Household Eligibility Criteria

Unit Criteria:

Rent Supplement Program: Provides a monthly subsidy calculated at **(INSERT HP value)** % of gross household income for occupied units to eligible households for rental accommodation.

1. To be an eligible unit, it must satisfy each of the following requirements:
 - (a) Be modest, that does not exceed Average Market Rent (AMR) for the area, as updated by the Ministry of Housing annually.
 - (b) Be self-contained.
 - (c) Meet local occupancy standards (Schedule D), including any future City of London approved changes, unless approved by the Housing Provider.
 - i. A household may choose to be overhoused (live in an apartment with more bedrooms than the occupancy standards allows) with approval from the Housing Provider, however, the City will only subsidize up to the occupancy standard for the unit.
 - (d) Such other requirements as the Service Manager may establish.

Client Eligibility Criteria

2. 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 and for the duration of the Housing Provider funding agreement:
 - (e) The primary applicant must be at least 18 years old.
 - (f) Be renting a unit and not own a home suitable for year-round occupancy.
 - (g) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area, as published annually by CMHC.
 - (h) Each member of the household must be a Canadian citizen, have applied for permanent resident status, or be a refugee claimant.
 - (i) Must pursue all sources of available income.
 - (j) Income of dependent children as defined by the Housing Services Act 2011 shall be not be included in household income calculations.
 - (k) Meet any provincial or City established Asset levels

The Housing Provider will undertake the collection of ongoing eligibility information for the household member's continued receipt of Rent Supplement subsidy. Also, the Housing Provider must report any changes to the household complement, eligibility and income to the City within 30 days.



Schedule C

Project Reporting Requirements

The Housing Provider shall report at least once every 12 months after the receipt of the first payment or as requested by the City, for each unit listed on the Schedule A in a manner as prescribed by the City of London. The report shall contain the following:

1. Head of Household Name
2. Household Type
3. Household Size, Names and Ages
4. Household Income Source(s)
5. Monthly Household Income
6. Household Asset Information (if requested)
7. Unit Address
8. Unit Size (# of bedrooms)
9. Current Unit Market Rent
10. Housing Charge (tenant portion of rent after subsidy is applied to market rent)
11. Monthly amount of Rent Supplement subsidy provided by the City
12. Move-out date
13. Move-out reason

The Housing Provider must report at least once every 12 months through an Annual Rent Supplement Review or as requested by the City on financial expenditures for the Rent Supplement benefits provided to households.

The Housing Provider will undertake the collection of ongoing eligibility information for the household member's continued receipt of Rent Supplement subsidy. Also, The Housing Provider must report any changes to the household complement, eligibility and income to the City within 30 days.



Schedule D

Local Occupancy Standards

Date: September 18, 2012
178

HDN#: 2012 -

This applicable legislation/policy is to be implemented by the housing provider(s) under the following programs:

Please note if your program is **not checked**, this change is **not applicable** to your project.

√
√
√
√
√

Federal Non-Profit Housing Program (Rent Supplement units only)

Private Non-Profit Housing Program

Co-operative Non-Profit Housing Program

Municipal Non-Profit Housing Program (Pre-1986)

Local Housing Corporation

Subject: LOCAL RULE – CEASING TO MEET OCCUPANCY STANDARDS (Replaces HDN#: 2011-165)

1. PURPOSE:

To inform all housing stakeholders of the local rule, background and compliance standard under the *Housing Services Act, 2011 (HSA)* and associated regulations related to ceasing to meet local occupancy standards.

2. BACKGROUND AND COMPLIANCE STANDARD:

The *Housing Service Act, 2011* under O.Reg 367/11 s. 38, establishes the service manager's authority to make a local eligibility rule providing for a household to cease to be eligible for rent-geared-to-income assistance if the household occupies a unit that is larger than the largest size permissible under the service manager's occupancy standards. There is no requirement that a local rule be established.

If a local rule is established for the service area, the following provisions must be made:

- i. household occupies a unit that is larger than the largest size permissible under the service manager's occupancy standards.
- ii. The local eligibility rule must provide that the household does not cease to be eligible if the household is following the process, specified in the rule or by the service manager, to be transferred to a unit that is permissible under the service manager's occupancy standards.

3. LOCAL RULE:

- i. The local occupancy standards set out a range of unit sizes for which rent-geared-to-income households may be eligible for. Under these local occupancy standards, the largest unit for which a rent-geared-to-income household is normally eligible has one bedroom for any two members of the household who are spouses or same-sex partners of each other, plus one bedroom for each additional member of the household. The smallest unit for which a rent-geared-to-income household is eligible has one bedroom for every two members of the household, plus an additional bedroom if there are an odd number of members in the household.
- ii. A provider must review that a rent-geared-to-income household is within the allowable range of occupancy standards at the time of offer, as part of the annual review process or if there has been a change in the size or composition of the household.
- iii. A household is considered overhoused when they have fewer members living in the unit than the number established under the local occupancy standards.
- iv. If the housing provider determines that a household occupies a rent-geared-to-income unit that is larger than the largest unit in respect of which the household is eligible to receive rent-geared-to-income assistance, the housing provider shall give the household written notice of that determination with a copy sent to the service manager.
- v. A household does not cease to be eligible for rent-geared-to-income assistance until at least a year after the household has been notified, by the housing provider, that the household occupies a unit that is larger than the largest size permissible under the local occupancy standards.
- vi. After one year of being notified that the household is overhoused, the household shall be placed on the housing provider's internal transfer list for a suitably sized unit (if available within the housing provider's portfolio) and in the selection system for rent-geared-to-income assistance.
- vii. Overhoused households are required to select a minimum of five (5) housing preferences (not including their current housing location) by submitting a signed and dated Building Selection form within thirty (30) days following the one-year overhoused notification date.
- viii. Overhoused households will be placed in the selection system for rent-geared-to-income assistance with an urgent transfer status based on the overhoused notification date.
- ix. For each year the household remains overhoused, an additional 5 (five) housing preferences will be added to the household's application up to a maximum of 20 housing locations. Households may change their housing preferences at any time, provided that the minimum number of housing preferences are maintained. Overhoused households may be exempt from this requirement at the discretion of the service manager on a case-by-case basis if extenuating circumstances exist.
- x. An overhoused household can refuse a maximum of three (3) offers of accommodation, after which the household will cease to qualify for rent-geared-to-income assistance. A refusal includes both offers made from the selection system

for rent-geared-to-income assistance and a housing provider's internal transfer list. All internal refusals must be reported to the service manager.

- xi. An overhoused household does not cease to be eligible for rent-geared-to-income assistance if the household is following the process to be transferred to a unit that is permissible under the local occupancy standards.

4. ACTION:

Housing providers are to follow this local policy for any tenants/members that become overhoused starting January 1, 2012 or later.

5. AUTHORIZATION:

Original signed by

Louise Stevens, Director
Municipal Housing

Date: _____