

SCHEDULE B

INVESTMENT IN AFFORDABLE HOUSING FOR ONTARIO

Homeownership Component

INTERPRETATION

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

- “**Administration Agreement**” means the Administration Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- “**Affordable Housing**” means Housing that is affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income for the Service Manager’s area or Ontario, whichever is lower;
- “**Affordability Period**”, with respect to each Eligible Purchaser that receives an IAH Loan, means the minimum twenty (20) year period commencing on the date of the IAH Loan advance to such Eligible Purchaser;
- “**APS**” has the meaning given to it in Section 3.1;
- “**APS Funding**” has the meaning given to it in Section 3.1;
- “**Eligible Purchaser**” means a Purchaser that satisfies the Purchaser Eligibility Criteria;
- “**Eligible Unit**” means a Unit that meets the Unit Eligibility Criteria;
- “**Federal Funds**” means funding from CMHC with respect to an Eligible Unit;
- “**Homeownership Component**” means the Homeownership Component described in the Program Guidelines;
- “**Housing**” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- “**IAH Components**” has the meaning given to it in the main body of the Administration Agreement;

- “**IAH Loan**” has the meaning given to it in Section 4.1;
- “**IAH Mortgage**” has the meaning given to it in Section 5.1;
- “**Permitted Encumbrances**” means (i) a mortgage securing primary financing solely for the acquisition of the relevant Eligible Unit, (ii) a declaration and description under the *Condominium Act* where the Eligible Unit is a condominium, (iii) any minor easements for the supply of domestic utility or telephone services to the Eligible Unit or adjacent properties, (iv) any minor easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property as a residential dwelling; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land provided such have been complied with;
- “**Program**” means the Homeownership Component as set out in the Program Guidelines;
- “**Program Guidelines**” means the Program Guidelines for the IAH Components;
- “**Provincial Funds**” means funding from Ontario with respect to an Eligible Unit;
- “**Purchaser**” means a person that has entered into an agreement of purchase and sale for the purchase of an Eligible Unit;
- “**Purchaser Eligibility Criteria**” means the criteria set out in Appendix “A”;
- “**Revolving Loan Fund**” means a fund established by the Service Manager, or a third party subcontractor as permitted under section 10.2, in a segregated bank account for the sole purpose of providing moderate and low-income individuals and households with down payment assistance to purchase Affordable Housing on the same terms and conditions as are set out in Sections 4 and 5 of this Schedule but at such level of assistance as is determined by the Service Manager;
- “**Unit**” means a self-contained residential dwelling;
- “**Unit Eligibility Criteria**” means the criteria set out in Appendix “B”.

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

Appendix “A” - Purchaser Eligibility Criteria;
Appendix “B” - Unit Eligibility Criteria;

Appendix "C" - IAH Loan Request by Service Manager;
Appendix "D" - IAH Homeownership Annual Report.

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

2. PROGRAM GUIDELINES

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

3. PROVISION OF FUNDS BY THE MINISTER

- 3.1 Subject to Sections 3.4, 3.5, 3.6 and 3.9, upon receipt by the Minister from the Service Manager of a copy of the first page and the signature page of a fully executed agreement of purchase and sale (an "**APS**"), for the purchase of an Eligible Unit by an Eligible Purchaser, together with a written report in the form of Appendix "C", the Minister will transfer to the Service Manager in trust, within fifteen (15) business days or within 15 days of the closing date of the Eligible Unit, whichever is later, the amount of funding that is requested by the Service Manager for use as down payment assistance for the Eligible Purchaser (the "**APS Funding**").
- 3.2 The transfer of all APS Funding will be made by electronic funds transfer.
- 3.3 The APS Funding provided by the Minister in respect of each Eligible Unit shall be comprised of one half Federal Funds and one half Provincial Funds.
- 3.4 In no event shall the APS Funding for an Eligible Unit exceed \$50,000.
- 3.5 In no event shall the aggregate of all APS Funding received by the Service Manager under this Schedule and advanced by the Service Manager to Eligible Purchasers as of March 31, 2015 exceed ten percent (10%) of the sum of the purchase prices for all of the Eligible Units acquired by such Purchasers other than Eligible Units acquired from affiliates of Habitat for Humanity.
- 3.6 In no event may any APS be submitted for funding under this Schedule after March 31, 2015 or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 3.7 The Service Manager shall use the APS Funding transferred to it by the Minister in respect of an Eligible Unit solely (i) for the purpose of providing an IAH Loan to an Eligible Purchaser of the Eligible Unit in accordance with this Schedule, or (ii) as the Minister may in writing direct.

- 3.8 All interest that accrues on APS Funding while held by the Service Manager may be used by the Service Manager for the purpose of administering and delivering Affordable Housing.
- 3.9 In no event shall funding under this Schedule be advanced to the Service Manager after March 31, 2019.
- 3.10 For greater certainty, should the Minister in his or her sole discretion believe at any point in time that the Service Manager is not likely to comply with Section 3.5, the Minister may refuse to provide funding under Section 3.1.

4. PROVISION OF IAH LOANS BY SERVICE MANAGER

- 4.1 Subject to Section 4.4, on the closing of the purchase of an Eligible Unit in respect of which APS Funding was transferred to the Service Manager, the Service Manager shall loan such transferred APS Funding to the relevant Eligible Purchaser for the sole purpose of financing the acquisition of the Eligible Unit (an “IAH Loan”).
- 4.2 The following terms shall be set out in the loan agreement between the Service Manager and the Eligible Purchaser with respect to each IAH Loan:
- (a) Each IAH Loan shall be for a term equal to the Affordability Period and shall not bear interest other than as contemplated below;
 - (b) On the twentieth anniversary date of the date of the IAH Loan advance, provided the debtor is not in default under the terms of the loan, the principal under the IAH Loan shall automatically be forgiven;
 - (c) Upon an event of default under the IAH Loan, including the insolvency or bankruptcy of the debtor, a writ of execution against the debtor is or becomes binding against the Eligible Unit, the death of the debtor, a lease of the IAH Unit, the debtor ceasing to occupy the Eligible Unit as the debtor’s sole and principal residence, a misrepresentation by the debtor relating to his or her eligibility, or the use of the proceeds of the IAH Loan for a purpose other than the acquisition of the Eligible Unit, the principal shall be repayable;
 - (d) If, during the period in which the IAH Loan is outstanding, the Eligible Unit is resold for more than the price at which it was acquired by the debtor, the principal shall be repayable. In addition, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the Eligible Unit as applied to the differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager, based on (i) the price at which the Eligible Unit was resold, if such transaction was an arm’s length

transaction or (ii) an independent appraisal commissioned by the Service Manager, if such transaction was not an arm's length transaction;

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

purposes of section 18 of the *Mortgages Act* and section 10 of the *Interest Act*, or any successor provisions, and shall not exceed the maximum amount of interest that does not violate applicable laws;

- (j) The debtor shall be responsible for any processing charges associated with the discharge of an IAH Mortgage;
 - (k) Notwithstanding 4.2 (a) and (b), the Service Manager may set an Affordability Period greater than twenty (20) years, at the Service Manager's discretion.
- 4.3 If the Service Manager's contribution with respect to an Eligible Unit is equal to or greater than the amount of the Federal Funds provided by the Minister to the Service Manager in respect of the Eligible Unit, the Service Manager may require the debtor to provide it with a right of first refusal to acquire the Eligible Unit in the event that the owner of the Eligible Unit receives a bona fide offer to purchase the Eligible Unit from a third party. Any such right to acquire shall be for the fair market value of the Eligible Unit. Fair market value shall be determined by an independent appraisal commissioned by the Service Manager.
- 4.4 The provision of each IAH Loan shall be subject to the conditions precedent that:
- (a) title to the relevant Eligible Unit is encumbered by no registered restrictions, charges, liens and encumbrances other than Permitted Encumbrances;
 - (b) the relevant Eligible Purchaser has entered into a loan agreement with the Service Manager and provided the Service Manager with the registered mortgage documents contemplated by Section 5.1; and
 - (c) each representation, statement, declaration and all information provided to the Service Manager by the Eligible Purchaser regarding his or her eligibility and the eligibility of the relevant Unit is true and accurate as at the time it was given or made.
- If any of these conditions precedent have not been fulfilled on the date the IAH Loan is to be advanced, the Service Manager shall not make the IAH Loan.
- 4.5 Before the Service Manager advances the proceeds of an IAH Loan, the Service Manager shall have a title search conducted against the relevant Eligible Unit and obtain a legal opinion as to whether all conditions precedent to the advance of the IAH Loan have been satisfied.
- 4.6 The Service Manager shall ensure that each Unit in respect of which an IAH Loan is made is an Eligible Unit, and that each Purchaser to whom an IAH Loan is made is an Eligible Purchaser at the time the Service Manager enters into the loan agreement with the Purchaser.

5. SECURITY FOR IAH LOANS

- 5.1 Each IAH Loan shall be secured by a mortgage registered against title to the relevant Eligible Unit. Prior to the advance of the IAH Loan by the Service Manager, the Eligible Purchaser will be required to provide the Service Manager with an executed registerable mortgage document in a form acceptable to the Service Manager and the Minister (an “**IAH Mortgage**”). Each IAH Mortgage shall incorporate the terms of the IAH Loan as stated in Section 4.2, shall include a clause that provides that all monies that the Service Manager spends in recovering mortgage monies shall be added to the amount secured, and shall be registered against title to the relevant Eligible Unit immediately after registration of any mortgage securing the primary financing for the acquisition of the Eligible Unit.
- 5.2 The Service Manager shall, at its own expense, use commercially reasonable efforts to recover all monies owing to it under each IAH Mortgage. The Service Manager shall co-operate with the Minister with respect to pursuing the remedies available to the Service Manager under IAH Mortgages.

6. REVOLVING LOAN FUND

- 6.1 If the Service Manager has not already established a Revolving Loan Fund, the Service Manager agrees to do so and maintain the Revolving Loan Fund for the period of twenty years from the date of this Administration Agreement. All monies received by the Service Manager as a result of (i) a resale of an Eligible Unit prior to the end of the term of the IAH Loan, (ii) a default under the IAH Loan or IAH Mortgage, or (iii) the repayment of the principal of an IAH Loan prior to the end of its term, shall be transferred to the Revolving Loan Fund and used in accordance with the purposes of the Revolving Loan Fund.
- 6.2 All interest accrued on amounts held in the Revolving Loan Fund shall be used by the Service Manager for the purposes of administering and delivering Affordable Housing.
- 6.3 If the Service Manager establishes a Revolving Loan Fund in accordance with this Schedule, and the Service Manager wishes to terminate the Revolving Loan Fund after the fifteenth annual anniversary of the date of the Administration Agreement, the Service Manager shall submit to the Minister a plan pertaining to the phasing out of the Revolving Loan Fund. The Revolving Loan Fund shall be terminated only in accordance with a phase out plan that has been approved by the Minister. At the end of the phase out period, all amounts in the Revolving Loan Fund shall be paid to the Minister or, upon agreement by the Minister, allocated by the Service Manager to financing acquisitions of Affordable Housing.

7. REPORTING REQUIREMENTS

- 7.1 For the twenty year period following the date of the Administration Agreement or for the period in which any IAH Loans are still outstanding, which ever is longer,

the Service Manager shall, between April 1 and April 15 in each year, provide the Minister with the following:

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

7.2 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall, at the end of each quarter in each fiscal year (April 1 – March 31), provide the Minister with an updated Program Delivery and Fiscal Plan, indicating the amount of Program funding approved and the number of Program units committed.

7.3 Sections 7.1 and 7.2 shall survive any termination of this Schedule.

8. MARKETING

8.1 Subject to section 8 of the Administration Agreement, the Service Manager shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

9. REMEDIES

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

- (a) terminate this Schedule;
- (b) demand immediate repayment of all or a portion of the Administration Fees paid by the Minister to the Service Manager;
- (c) demand repayment of any APS Funding in the possession or control of the Service Manager which have not been advanced to an Eligible Purchaser;
- (d) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Schedule that relate to the Eligible Unit in respect of which the breach occurred;
- (e) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Schedule;

- (f) cancel all further payments of APS Funding; and/or
- (g) suspend further payments of APS Funding for such period as the Minister may determine.

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

10. GENERAL

- 10.1 The Homeownership Component is available from the date of the Service Manager Administration Agreement until March 31, 2015.
- 10.2 The Service Manager may engage a third party subcontractor to assist it in the performance of this Agreement. Such assistance shall be limited to but may include the provision of the IAH Loans to Eligible Purchasers, the taking of IAH Mortgages and the establishment and administration of the Revolving Loan Fund, in each case, by the third party subcontractor but otherwise in accordance with this Schedule. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all APS Funding until such funds are advanced to or on behalf of an Eligible Purchaser in connection with the purchase of an Eligible Unit, and shall remain directly responsible to the Minister under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Schedule. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.
- 10.3 The Service Manager may enter into an agreement with a private or non-profit developer pursuant to which (i) the developer agrees to make a certain number of Units in a development owned by the developer available to the public as Eligible Units and to market such Units as Units available under the Program, subject to the requirements of section 8 of the Administration Agreement, and (ii) the Service Manager agrees to make IAH Loans available to Eligible Purchasers of such Eligible Units.
- 10.4 The disbursement of APS Funding by the Minister to the Service Manager under Section 3.1 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 10.5 The Service Manager agrees to maintain the records and documentation that it is required to maintain under the Program Guidelines for the time period set out in the Program Guidelines.

APPENDIX “A” PURCHASER ELIGIBILITY CRITERIA

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

- (a) The individual must be at least eighteen (18) years old;
- (b) The individual can neither own a home nor have an ownership interest in a home other than a contingent interest;
- (c) The individual cannot be living in a spousal relationship (including a same-sex spousal relationship) with a person who owns a home or who has an ownership interest in a home other than a contingent interest;
- (d) The individual must be vacating a residential tenancy and must agree not to lease the Eligible Unit for the duration of the IAH Mortgage;
- (e) Subject to clause f below, the total income of all members of the individual's household can not exceed the 60th percentile of income for the Service Manager area (as set out in Appendix “E” of the Program Guidelines) or for Ontario, whichever is lower. For the purposes of this Agreement, the household of an individual shall be deemed to include and be limited to (i) the individual; (ii) any person with whom the individual is living in a spousal relationship (including a same-sex spousal relationship); and (iii) any person over the age of eighteen expected to be normally resident with the individual at the time of first occupancy of the Unit;
- (f) The income limits set out in clause e. may be adjusted annually by the Minister based on census data indexed on the Consumer Price Index as published by Statistics Canada from time to time or for other reasons as the Minister may determine but in any event shall not exceed the sixtieth (60th) income percentile for all households in Ontario;
- (g) The individual's application for financial assistance must be supported by (i) two pieces of original photo identification, (ii) an original notice of income tax assessment or other equally reliable evidence of income and (iii) a declaration that all information provided in the application is true and correct;
- (h) The individual agrees to secure his or her own primary financing for the purchase of the Eligible Unit;
- (i) Such other criteria as the Service Manager may establish.

**APPENDIX “B”
UNIT ELIGIBILITY CRITERIA**

To be an Eligible Unit (within the meaning of this Schedule and the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014), a Unit must satisfy each of the following requirements:

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

APPENDIX "C"
IAH LOAN REQUEST BY SERVICE MANAGER

AIMS Reference No.	Purchaser Name	Client Type & Target Group ¹	Number of Occupants	Household Income	Eligible Unit Address	Type of Unit ²	Purchase Price	IAH Loan Amount	Other Funding	Closing Date

Total (\$) requested in this report: _____

Total (\$) IAH Loans advanced to date: _____

Service Manager Region: _____

Date of Report: _____

Legend for Reporting Requirements

<p>1. Client Type Family, Single</p>	<p>Target Group Senior, Aboriginal, Person with Disability, Recent Immigrant, Working Poor, First Time Home Buyer</p>
<p>2. Type of Unit Single, Semi-detached, condo town, freehold town, row house, duplex, condo apartment</p>	

I hereby confirm that the above mentioned Purchasers and Units comply with all provisions and eligibility requirements set out in the Homeownership Component of the Service Manager Administration Agreement and the Program Guidelines.

 Name

 Title

 Signature

 Date

APPENDIX "D"
IAH HOMEOWNERSHIP ANNUAL REPORT

Cumulative Report On Homeownership Loans Advanced by the Service Manager

AIMS Reference No.	Purchaser Name	IAH Loan Amount	Mortgage Registration No.	Date Security Registered on Title	Closing Date	Project Status
TOTAL						

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

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

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

AIMS Reference No	Purchaser Name	Client Type	Eligible Unit Address	Type of Unit	Purchase Price	Loan Amount	Closing Date	Date Security Registered on Title
TOTAL								

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

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

Service Manager Region: _____

Date of Report: _____

Legend for Reporting Requirements

1. Client

Type

Family,
Single

Target

Group

Senior, Aboriginal, Person with Disability, Recent Immigrant,
Working Poor, First Time Home Buyers

2. Type of

Unit

Singe, Semi-detached, Condo Town, Freehold Town, Row
House, Duplex, Condo

Name

Title

Signature

