

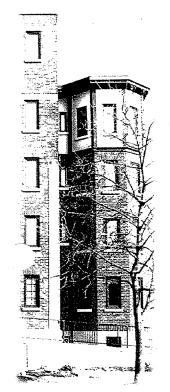




# EXPLORING SUSTAINABLE HOUSING DEVELOPMENT.

**Discussion Paper and Recommendations** 

December 19, 2012



Overview: Housing Development as an economic driver.

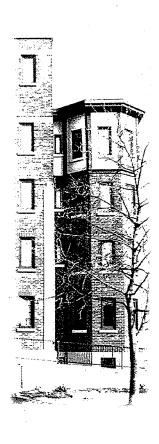


What Do We Want to Create?

Explore mechanisms or potentially creating an entity with the purpose of advancing the City's interests in sustainable housing development.

Why?

- To align and strengthen our municipal role in housing development within a social and economic investment context;
- To leverage Municipal investments and maximize investments from other governments and funders to create stabilized funding,
- 3. To maximize the impact of housing development in London, inclusive of affordable, supportive, and market housing;
- To create a stabilized housing strategy that is based on local needs and contributes to the local economy;
- To advance the community's housing vision: "...Where all members of the community have access to housing that is safe and suitable to their needs and ability to pay."





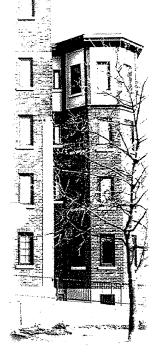
#### **Overview: Sustainable Housing Development.**

# 拳 London

What Will it Do?

Align municipal housing responsibilities, strategies, and actions with those of other sectors to maximize affordable housing options in London, recognizing...

- Housing development and affordable living are economic and community drivers;
- Housing is supported by multiple partners and diverse stakeholders;
- > The continuum of housing solutions means all forms of housing...private, public, homeownership;
- The City of London is an affordable living destination to work, live, and play;
- There may be strategies to better manage housing investments and assets throughout the city; and
- The City's role in setting and guiding a comprehensive community housing strategy.



#### **Innovative Housing Solutions**

# 變

#### **Explore New External Tools:**

- > Land acquisition and sale
- Business ventures (e.g., Consulting, project management support for new developments, etc.)
- Fund administration (community foundations, land trusts, etc.)

#### **Explore Internal Tools (within City Portfolios):**

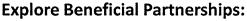
- Working with partners in training and employment opportunities
- Review tax and development charge processes
- Consider housing developments within non-housing (E.g., commercial) developments
- Review and better align policies and internal processes related to surplus land reuse
- Work with neighbourhood revitalization strategies on integrated affordable housing opportunities





#### **Innovative Housing Solutions**



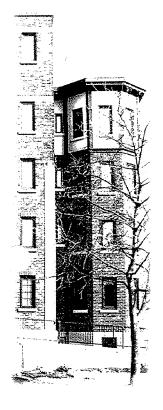


- Working with employment and training sector to expand and maintain local skill labour force for future
- New partnerships with home builders and developers
- Focus on specific populations (e.g., youth, seniors, etc.)

#### **Explore New Approaches:**

Integrate policies into new Official Plan, zoning, and housing to support increased infill development, redevelopment of abandoned properties, industrial/brownfield lands, etc.

"[Housing development and municipal infrastructure] has the highest multiplier effect and impact on GDP recovery". FCM, 2012





### Looking to Other Housing Development Models and Jurisdictions:

#### Timmins:

- Using local Public Housing (business) Corporation to develop infill affordable housing
- Direct involvement in small scale housing development



#### Ottawa:

- Bylaws supporting land use for affordable housing
- ➤ Local neighbourhood based housing development corporation (not for profit)
- >Funding from municipal land sales reinvested to affordable housing or used for affordable housing
- ➤ Internal strategies to housing development between various municipal departments and divisions

#### Wood Buffalo, AB:

- High land costs and high income area (oil industry)
- ➤ Corporation invests in housing and oversees housing continuum from shelters to buying and selling properties
- Sole shareholder is regional municipality. No dividends. All income reinvested into housing.
- Acquire new green field properties, develop portions of land, build and sell, revenues used for new affordable housing and new land acquisitions and support other housing and homelessness programs.
- Project management and consultative services for housing development

#### Toronto:

- ➤ High land costs and income
- ➤ Created a business corporation Toronto Build to focus on economic development associated with land acquisition and sale and maximized revenue
- ➤ Separate community development initiatives through local housing corporation and municipal planning (e.g., Regent Park) Focused on increased density, mixed income, improved design, and commercial development and social innovation.
- Municipal housing development developers work with planning on assigned districts/projects. e.g. Warehouse conversions.



#### Recommendations:

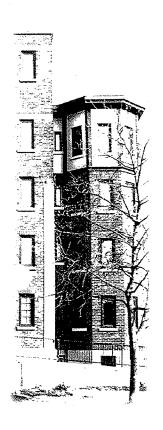
#### **Subject to Committee and Council Discussion and Approval**



- 1. Strike a working group to explore options and concept plans related to a housing development entity within the City's Economic Prosperity Plan; and
- 2. Secure a consultant to guide the process of reviewing options and providing recommendations.

#### **Other Next Steps:**

- 3. Return to Council Housing Leadership Committee by Summer 2013 with findings and recommendations.
- 4. Embed findings and recommendations into ...
  - 10 year Housing and Homelessness Plan with a focus on implementation and sustainable development
  - New Municipal Plan
  - Local financial and policy framework for implementation
  - RFPs for New Rentals





Bill No.

By-law No.

A By-law to delegate authority to the Director of Municipal Housing to execute Homeownership Loan Agreements on behalf of the City of London under the Investing in Affordable Housing Program.

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 section 23.1(1) of the *Municipal Act, 2001* authorizes the municipality to delegate its powers and duties to a person;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to delegate authority to the Director of Municipal Housing to execute Homeownership Loan Agreements, substantially in the form of agreement attached to this by-law, on behalf of the City of London under the Investing in Affordable Housing Program;

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

- The Director of Municipal Housing to execute Homeownership Loan Agreements on behalf of the City under the Investing in Affordable Housing Program.
- 2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2013

Joe Fontana Mayor

Catharine Saunders City Clerk

First reading -Second reading -Third reading -



#### APPENDIX A

## HOMEOWNERSHIP LOAN AGREEMENT

THIS AGREEMENT is made this

day of

, 2013.

BETWEEN:

### THE CORPORATION OF THE CITY OF LONDON

(the "City")

- and -

(the "Borrower")

(the "Borrower")

(herein collectively called "the Borrower")

#### 1. Loan

#### 2. Purpose

The Borrower shall use the IAH Loan only to finance the Borrower's purchase of the approved Investment in Affordable Housing Program (IAH) Unit as their sole principal residence located at

(the "IAH Unit")

The City shall advance the IAH Loan to the Borrower's Solicitor on behalf of the Borrower on the closing of the purchase by the Borrower of the IAH Unit (the "Closing").

#### 3. Repayment

The Borrower agrees to repay the IAH Loan to the City on the twentieth (20<sup>th</sup>) anniversary of the date of advance of the IAH Loan (the "Anniversary Date"), at 267 Dundas Street, 3<sup>rd</sup> Floor, London, Ontario or at any other place in Canada that the City may direct; provided, however, that if no Event of Default or other event giving rise to the acceleration of the obligation to repay the IAH Loan has occurred and is continuing on such Anniversary Date, the IAH Loan shall be automatically forgiven.

#### 4. Security

As continuing collateral security for the advance of the IAH Loan and any amount payable in respect of capital appreciation, the Borrower shall execute and deliver to the City a Mortgage/Charge of Land, in form and content satisfactory to the City, which shall be registered against title to the IAH Unit (the "Mortgage"). In addition, all monies that the City expends recovering mortgage monies shall be added to the amount secured.

#### 5. Preconditions to Advance

The obligation of the City to advance the IAH Loan under this Agreement is subject to and conditional upon:

- (a) receipt by the City of a copy of the executed Agreement of Purchase and Sale for the IAH Unit in accordance with section 21.
- (b) each representation, statement, declaration and all information provided to the City by the Borrower in connection with this credit facility being true and accurate as of the date of closing;
- (c) approval by the City of the Charge/Mortgage to be registered against title to the IAH Unit on closing; and
- (d) there being no restrictions, liens or encumbrances against the IAH Unit at the time of the advance of the IAH Loan other than (i) one first mortgage/charge of land securing financing obtained solely for the purchase of the IAH Unit; (ii) a declaration and description under the Condominium Act; (iii) any minor easements for the supply of domestic utility or telephone services to the IAH 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 agreement and registered agreement with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land providing such are complied with.

### 6. First Mortgage Refinancing

If during the term of the Agreement the Borrower seeks registration of a new first mortgage for the purpose of refinancing the primary financing secured by the IAH Unit, the Borrower shall notify the City of a request for postponement of the City's mortgage securing the IAH Loan not less than thirty (30) days prior to such intended refinancing transaction. Provided the Borrower remains in good standing under the Loan Agreement and the City is satisfied that the terms of such refinancing do not substantially differ from the first mortgage financing obtained solely for the purchase of the IAH Unit and that the IAH Unit will, following registration of the new first mortgage and the advance of funds thereunder, provide adequate security, the City shall not unreasonably refuse the request for postponement of the City's mortgage.

#### 7. Events of Default

The occurrence of any one or more of the following events (each, an "Event of Default") shall constitute a default under this Agreement:

- (a) the death of the last of the Borrowers;
- (b) use of the IAH Loan for a purpose other than that specified in Section 2;
- (c) a Borrower becomes bankrupt or insolvent or a Borrower becomes subject to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985 c. B-13 or any other Act for the benefit of creditors or a Borrower makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency;
- (d) a writ of execution against a Borrower is or becomes binding against the IAH Unit;



- (e) a disposal by the Borrower of the IAH Unit or a part thereof;
- (f) any representation, statement, declaration or information provided to the City by the Borrower in connection with this credit facility is false or erroneous in any material respect as of the time it was made or given;
- (g) a lease of the IAH Unit;
- (h) the Borrower ceasing to occupy the IAH Unit as the Borrower's sole and principal residence.

#### 8. Effect of Default

If, during the period in which the IAH Loan is outstanding, the IAH Unit is resold for more than the price at which it was acquired by the Borrower, the principal shall be repayable. In addition, the Borrower shall pay to the City an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to the differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City, based on (i) the price at which the IAH Unit was resold, if such transaction was an arm's length transaction or (ii) an independent appraisal commissioned by the City, if such transaction was not an arm's length transaction.

If, during the period in which the IAH Loan is outstanding, the IAH Unit is resold for less than the price at which it was acquired by the Borrower and the sale of the IAH 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.

If, during the period in which the IAH Loan is outstanding, the IAH Unit is resold for less than the price at which it was acquired by the Borrower and the sale of the IAH Unit was not an arm's length transaction, the principal shall be repayable. In addition, the Borrower shall pay to the City an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to any positive differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City based on an independent appraisal commissioned by the City.

If, during the period in which the IAH Loan is outstanding, the Borrower leases the IAH Unit, ceases to occupy the IAH Unit as the Borrower's sole and principal residence, a writ of execution against the Borrower is or becomes binding against the IAH Unit, the Borrower becomes bankrupt or insolvent, the Borrower misrepresents his or her eligibility, or the Borrower uses the proceeds of the IAH Loan for a purpose other than the acquisition of the IAH Unit, the Borrower shall pay to the City an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to any positive differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City based on an independent appraisal commissioned by the City.

#### 9. <u>Prepayment</u>

The Borrower may repay all of the IAH Loan at anytime, provided the Borrower shall also pay an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to any positive differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City, at the City's discretion, based on either an independent appraisal commissioned by the City at the City's expense or the current municipally assessed value of the IAH Unit. The Borrower shall not be permitted to prepay only part of the IAH Loan.



#### 10. <u>Calculations</u>

Notwithstanding anything to the contrary contained in this Agreement, amounts payable under this Agreement with respect to capital appreciation shall not exceed the maximum amount of interest that does not violate applicable laws.

Where an amount payable in respect of capital appreciation is considered interest, the rate of interest in respect of a period less than one year shall be the applicable annual rate of interest multiplied by the number of days in the calendar year in respect of which the calculation is made divided by 365.

#### 11. <u>Insurance</u>

The Borrower agrees to purchase and maintain, during the term of this Agreement:

- (a) property insurance covering the cost of replacing the structure of the IAH Unit and its
- (b) third party liability insurance covering bodily injury, loss or property damage;
- (c) CMHC Mortgage Loan Insurance for high-ratio mortgage;

The Borrower 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 section.

#### 12. Notice

Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service;
- (c) sent by registered mail; or
- (d) sent by facsimile

to the following address:

(i) in the case of the City to:

The City of London Housing Division 267 Dundas St. 3<sup>rd</sup> Floor, P.O. Box 5035 London, ON N6A 4L9

Attention: Director of Municipal Housing

(ii) In the case of the Borrower to:

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving the same in the manner provided in this section. Any notice or other communication shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication transmitted by facsimile shall be deemed to



have been given and received on the day of its transmission, provided that such day is a business day and such transmission is completed before 4:30 pm on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission.

#### 13. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

#### 14. Whole Agreement

This Agreement constitutes the whole agreement between the City and the Borrower relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof.

#### 15. Amendment

This Agreement may only be amended by written agreement between the City and the Borrower.

### 16. <u>Further Assurances</u>

The Borrower shall promptly execute and deliver to the City, all such other and further documents, agreements and other instruments, and do such other and further things, as the City may require to give effect to this Agreement.

#### 17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

#### 18. <u>Time</u>

Time shall be of the essence in this Agreement.

#### 19. Gender and Number

This Agreement shall be read with all changes of gender and number required by the context.

### 20. Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the City and the Borrower and their respective successors and assigns. The Borrower may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the City. The City may assign or transfer its rights and obligations under this Agreement without the Borrower's consent



#### 21. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of Canada and the laws of Ontario applicable therein.

### 22. Collection of Information

Any personal information collected by or on behalf of the City under this provision is collected for the purpose of Section 4 of the Ministry of Municipal Affairs and Housing Act, R.S.Q. 1990, c.M. 30. The information in the agreement of purchase and sale will be used to confirm certain information provided in the Borrower's application for this credit facility and in preparing the Mortgage. The Borrower consents to such collection and use of the information. The Borrower acknowledges that the information contained in the agreement of purchase and sale may become public and consents to the release of that information. Any questions regarding the collection, use, or disclosure of the information should be directed to the Director of Municipal Housing, 3<sup>rd</sup> Floor, 267 Dundas Street, P.O. Box 5035, London, Ontario N6A 4L9.

### 23. Borrower's Solicitor

The Borr	ower confirms the solicitor represer	nting him/her o	n the purchase of the	IAH Unit is:
	Name:			
	Address:		,	

Telephone:

Fax:

And hereby authorizes and directs the said solicitor to release to the City or its solicitor upon request, any information and copies of documents required to complete this agreement and the security required by Section 5.

#### 24. Notice of Closing

The Borrower will provide the City with thirty (30) days advance written notice of the Closing.

#### 25. Joint and Several Liability

The obligations of each of the Borrowers under this Agreement shall be joint and several.

IN WITNESS WHEREOF the parties hereby agree to the within Agreement.

# THE CORPORATION OF THE CITY OF LONDON

by:	Signature	
Title: Dire	ector of Municipal Housin	g
Date of S	Signature:	
		<del></del>

I have the authority to bind the Corporation.



### THE BORROWER(S)

Witness Signature	Borrower Signature
Witness Name (printed)	Borrower Name (printed)
Date	Date
Witness Signature	
olg.ididic	Borrower Signature
Witness Name (printed)	Borrower Name (printed)
Date	Date



то:	CHAIR AND MEMBERS COUNNCIL HOUSING LEADERSHIP COMMITTEE MEETING ON December 19, 2012
FROM:	L. STEVENS DIRECTOR OF MUNICIPAL HOUSING HOUSING AND SOCIAL SERVICES
SUBJECT:	INVESTMENT IN AFFORDABLE HOUSING AFFORDABLE HOMEOWNERSHIP LOAN AGREEMENT

#### RECOMMENDATION

That, on the recommendation of the Director of Municipal Housing, the following actions BE APPROVED with respect to the Investment in Affordable Housing (IAH) Program:

- The uncommitted federal/provincial funds from the Ontario Renovates Component BE REALLOCATED to the Affordable Homeownership Component of IAH and the Program Delivery and Fiscal Plan be adjusted accordingly;
- 2. the Homeownership loan BE ADJUSTED to 8% downpayment assistance plus 2% towards closing costs, for a maximum of 10% of the total purchase price of an eligible home to be allocated to qualifying households; and
- 3. the <u>attached</u> proposed By-law BE INTRODUCED at the Municipal Council meeting of January 29, 2013 to delegate authority to the Executive Director of Community Services to execute Home Ownership Loan Agreements on behalf of the City of London under the Investing in Affordable Housing Program

#### PREVIOUS REPORTS PERTINENT TO THIS MATTER

Community & Protective Services Committee – February 26, 2007 - Canada-Ontario Affordable Housing Program – Homeownership Component, Administration Agreement and By-Law

Council Housing Leadership Committee – February 12, 2008 – Affordable Homeownership Program Update

Community Services Committee – July 17, 2012 - Ontario Renovates Component of the Investment in Affordable Housing Program

Community Services Committee – September 10, 2012 – Recommendations for Proposals under the Investment in Affordable Housing Program

#### **BACKGROUND**

The IAH offers the following program components to Service Managers: Rental Housing; Homeownership; Rent Supplement; Housing Allowance and Ontario Renovates. Service Managers may select which components to deliver each year using their annual funding allocation.

### Program Delivery and Fiscal Plan (PDFP):

After examination of several program and funding options that remain consistent with the London Community Housing Strategy and Community Plan on Homelessness, Council approved the proposed



spending plan under the Investment in Affordable Housing Program reflecting the creation of 551 affordable housing units through a mixed "tool box" approach.

There was \$226,620 in federal/provincial funding remaining in the New Rental Housing component (after two separate RFPs in 2012 for construction of new rental units). Given that we do not wish to lose funding from other sources, that funding was re-allocated to the Ontario Renovates component in September 2012. This re-allocation was intended to help mitigate some of the issues created by the changes in social assistance funding announced in the last provincial budget (see Community Services Committee Ontario Renovates report July 17, 2012). Re-allocation of the funding should have resulted in an additional sixty-five (65) households being assisted by the Ontario Renovates grant and two (2) less new rental units.

As per the approved PDFP, the City of London proceeded with funding for accessibility repairs, up to \$3,500 per-unit, in the form of a grant which does not require repayment provided that homeowners agree to continue to own and occupy the dwelling unit for at least six months after the work has been completed and in the case of a rental unit, the landlord must agree that adaptation work will not result in a rent increase.

Despite a wide distribution and advertising campaign, the take up of the local Ontario Renovates component for seniors and persons with disabilities was not as successful as anticipated. Forty (40) applications were received by the December 3, 2012 deadline with a total of \$136,762 requested.

Because the federal/provincial funding is on a "use it or lose it" basis by fiscal year, we must commit an approximate outstanding balance of \$187,858 by March 31, 2013. The only available means of doing so in the short time remaining is through a small revival window of our Affordable Homeownership Assistance Program.

#### Affordable Homeownership Program

The Affordable Homeownership Program Component is a partnership between the Government of Canada, the Province of Ontario and the City of London through the Investing in Affordable Housing Program (IAH) which creates the opportunity for renters to purchase an affordable home in the City of London and in Middlesex County.

Under the current program, qualifying home buyers can receive down payment assistance of 5% of the cost of the home under the program. The down payment assistance will be provided to eligible purchasers at the time of closing of the purchase and sale of the home. Qualifying home buyers can also receive another 3% of the cost of the home to assist in paying "closing costs" including legal fees and disbursements, and registration on title. Maximum annual income for household eligibility is \$55,000 and the maximum house price is set at \$145,000.

Under new Canada Mortgage and Housing Corporation rules, the amortization period cannot exceed 25 years for mortgage loan-to-value ratios. A review of the assistance provided under the current program indicates that most new purchasers under our program were using a 30 year amortization. In order to make the possibility of homeownership continue to be viable, the amount of assistance should be adjusted to compensate for the change.

The maximum home price that can be realistically afforded depends on a number of factors. The most important factors are the household gross monthly income, the downpayment and the mortgage interest rate. Closing costs are usually between 1.5% and 4% of the purchase price.

It is recommended that the downpayment assistance be increased to 8% and that the assistance for closing costs be changed to 2% of the cost of the home, for a total of 10% assistance, which is the maximum allowable under the provincial guidelines.

As Service Manager, the City of London is responsible for administering the process to:

- Ensure that both the units and the purchasers meet eligibility requirements as set out in the provincial program guidelines.
- Establish a permanent revolving fund for the delivery of Homeownership units. The Homeownership Revolving Fund (HRF) will provide down payment assistance.
- Recover the down payment funding plus a share of the home owner's realized capital gains in the event that the property is sold, with such repayment to be returned to the HRF to be redistributed as down payment assistance to future potential home owners.



The funding allocation of approximately \$187,858 (final number is dependent on contract quotes solicited by Ontario Renovates applicants) will allow approximately thirteen-plus (13+) qualifying households purchase an eligible home. Funding from the HRF will be utilized to supplement if necessary.

Eligible purchasers receiving IAH Affordable Homeownership financial assistance must sign a loan agreement with the City of London.

#### Affordable Homeownership Loan Agreement

The Homeownership Loan Agreement was developed with the assistance of D. Mounteer of the City Solicitor's Office. The Loan Agreement will be registered on title by the Borrower(s) solicitor. Proof of registration must be forwarded to the City Solicitor as a condition of the loan.

Under the previous iterations of the Affordable Homeownership Program, authority to sign the Loan Agreement was delegated to the General Manager of Planning and Development, and under the city structure last spring, to the Executive Director of Community Services. Under the latest structure, it is recommended that the authority to sign the Loan Agreement be delegated to the Director of Municipal Housing.

#### REVISED Breakdown of PDFP by Type of Units

(Based on Funding Re-allocation to Homeownership from Ontario Renovates Home Adaptation):

IAH or Municipal Component	Eunding Recommended	Revised:	Approved	Revised:
Composite		Update / Policy / Program Change Required	PDFP Units	PDFP Units
Ontario Renovates	\$3,500 per unit (f/p capital)		Created	Created
Home Adaptation	·	40 units year-two; 28 units year-three; 29 units year-four	85	97
Homeownership	Average \$11,600 per unit (f/p capital)	New average assistance of up to \$14,500 per unit	30	43
Federal/provincial Rent Supplement	Average \$200 per-unit (f/p operating)	Booked in year 3; funding at \$252,000 per year for 5 yrs	105	105
New Rental - Federal/Provincial and Municipal Capital \$	Total capital subsidy from government up to \$115,000 per-unit	One time capital funding; Units affordable for 25 years	161	159
Municipal Housing (Landlord) Supplement	Average \$200 per unit	Booked in year 2; \$240,000 per year for 6 years	100	100
Municipal Convert-to- Rent / Rehabilitation & Municipal Housing Partnership Policy	Maximum \$48,000 per unit  Maximum \$24,000 per unit	Average 2 units per year	70	70
Total			551	574

Provincial approval of the re-allocation is not required. The Ministry will be apprised of the re-allocation through our quarterly PDFP updates.

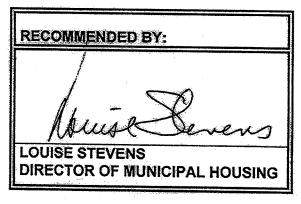
#### FINANCIAL IMPACT

There is no municipal funding allocated to this program.



#### <u>Acknowledgments</u>

This report was prepared with the assistance of M. Gascon, Affordable Housing Development Coordinator and David Mounteer, Assistant City Solicitor.



C. D. Mounteer, Assistant City Solicitor
A.L. Barbon, Manager, C/S Financial & Business Services
M. Gascon, Affordable Housing Development Coordinator

Bill No.

By-law No.

A By-law to delegate authority to the Director of Municipal Housing to execute Homeownership Loan Agreements on behalf of the City of London under the Investing in Affordable Housing Program.

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 section 23.1(1) of the *Municipal Act, 2001* authorizes the municipality to delegate its powers and duties to a person;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to delegate authority to the Director of Municipal Housing to execute Homeownership Loan Agreements, substantially in the form of agreement attached to this by-law, on behalf of the City of London under the Investing in Affordable Housing Program;

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

- The Director of Municipal Housing to execute Homeownership Loan Agreements on behalf of the City under the Investing in Affordable Housing Program.
- 2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2013

Joe Fontana Mayor

Catharine Saunders City Clerk

First reading -Second reading -Third reading -



#### APPENDIX A

#### HOMEOWNERSHIP LOAN AGREEMENT

THIS AGREEMENT is made this

day of

, 2013.

BETWEEN:

#### THE CORPORATION OF THE CITY OF LONDON

(the "City")

- and -

(the "Borrower")

(the "Borrower")

(herein collectively called "the Borrower")

#### 1. Loan

#### 2. Purpose

The Borrower shall use the IAH Loan only to finance the Borrower's purchase of the approved Investment in Affordable Housing Program (IAH) Unit as their sole principal residence located at

The City shall advance the IAH Loan to the Borrower's Solicitor on behalf of the Borrower on the closing of the purchase by the Borrower of the IAH Unit (the "Closing").

#### 3. Repayment

The Borrower agrees to repay the IAH Loan to the City on the twentieth (20<sup>th</sup>) anniversary of the date of advance of the IAH Loan (the "Anniversary Date"), at 267 Dundas Street, 3<sup>rd</sup> Floor, London, Ontario or at any other place in Canada that the City may direct; provided, however, that if no Event of Default or other event giving rise to the acceleration of the obligation to repay the IAH Loan has occurred and is continuing on such Anniversary Date, the IAH Loan shall be automatically forgiven.



#### 4. Security

As continuing collateral security for the advance of the IAH Loan and any amount payable in respect of capital appreciation, the Borrower shall execute and deliver to the City a Mortgage/Charge of Land, in form and content satisfactory to the City, which shall be registered against title to the IAH Unit (the "Mortgage"). In addition, all monies that the City expends recovering mortgage monies shall be added to the amount secured.

### 5. <u>Preconditions to Advance</u>

The obligation of the City to advance the IAH Loan under this Agreement is subject to and conditional upon:

- (a) receipt by the City of a copy of the executed Agreement of Purchase and Sale for the IAH Unit in accordance with section 21.
- (b) each representation, statement, declaration and all information provided to the City by the Borrower in connection with this credit facility being true and accurate as of the date of closing;
- (c) approval by the City of the Charge/Mortgage to be registered against title to the IAH Unit on closing; and
- (d) there being no restrictions, liens or encumbrances against the IAH Unit at the time of the advance of the IAH Loan other than (i) one first mortgage/charge of land securing financing obtained solely for the purchase of the IAH Unit; (ii) a declaration and description under the Condominium Act; (iii) any minor easements for the supply of domestic utility or telephone services to the IAH 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 agreement and registered agreement with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land providing such are complied with.

#### 6. First Mortgage Refinancing

If during the term of the Agreement the Borrower seeks registration of a new first mortgage for the purpose of refinancing the primary financing secured by the IAH Unit, the Borrower shall notify the City of a request for postponement of the City's mortgage securing the IAH Loan not less than thirty (30) days prior to such intended refinancing transaction. Provided the Borrower remains in good standing under the Loan Agreement and the City is satisfied that the terms of such refinancing do not substantially differ from the first mortgage financing obtained solely for the purchase of the IAH Unit and that the IAH Unit will, following registration of the new first mortgage and the advance of funds thereunder, provide adequate security, the City shall not unreasonably refuse the request for postponement of the City's mortgage.

#### 7. Events of Default

The occurrence of any one or more of the following events (each, an "Event of Default") shall constitute a default under this Agreement:

- (a) the death of the last of the Borrowers:
- (b) use of the IAH Loan for a purpose other than that specified in Section 2;
- (c) a Borrower becomes bankrupt or insolvent or a Borrower becomes subject to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985 c. B-13 or any other Act for the benefit of creditors or a Borrower makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency;
- (d) a writ of execution against a Borrower is or becomes binding against the IAH Unit;



- (e) a disposal by the Borrower of the IAH Unit or a part thereof;
- (f) any representation, statement, declaration or information provided to the City by the Borrower in connection with this credit facility is false or erroneous in any material respect as of the time it was made or given;
- (g) a lease of the IAH Unit;
- (h) the Borrower ceasing to occupy the IAH Unit as the Borrower's sole and principal residence.

#### 8. Effect of Default

If, during the period in which the IAH Loan is outstanding, the IAH Unit is resold for more than the price at which it was acquired by the Borrower, the principal shall be repayable. In addition, the Borrower shall pay to the City an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to the differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City, based on (i) the price at which the IAH Unit was resold, if such transaction was an arm's length transaction or (ii) an independent appraisal commissioned by the City, if such transaction was not an arm's length transaction.

If, during the period in which the IAH Loan is outstanding, the IAH Unit is resold for less than the price at which it was acquired by the Borrower and the sale of the IAH 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.

If, during the period in which the IAH Loan is outstanding, the IAH Unit is resold for less than the price at which it was acquired by the Borrower and the sale of the IAH Unit was not an arm's length transaction, the principal shall be repayable. In addition, the Borrower shall pay to the City an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to any positive differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City based on an independent appraisal commissioned by the City.

If, during the period in which the IAH Loan is outstanding, the Borrower leases the IAH Unit, ceases to occupy the IAH Unit as the Borrower's sole and principal residence, a writ of execution against the Borrower is or becomes binding against the IAH Unit, the Borrower becomes bankrupt or insolvent, the Borrower misrepresents his or her eligibility, or the Borrower uses the proceeds of the IAH Loan for a purpose other than the acquisition of the IAH Unit, the Borrower shall pay to the City an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to any positive differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City based on an independent appraisal commissioned by the City.

#### 9. <u>Prepayment</u>

The Borrower may repay all of the IAH Loan at anytime, provided the Borrower shall also pay an amount that is equal to the percentage that the IAH Loan is of the original purchase price of the IAH Unit as applied to any positive differential between the current fair market value of the IAH Unit and the original purchase price of the IAH Unit. The fair market value of the IAH Unit shall be determined by the City, at the City's discretion, based on either an independent appraisal commissioned by the City at the City's expense or the current municipally assessed value of the IAH Unit. The Borrower shall not be permitted to prepay only part of the IAH Loan.



#### 10. <u>Calculations</u>

Notwithstanding anything to the contrary contained in this Agreement, amounts payable under this Agreement with respect to capital appreciation shall not exceed the maximum amount of interest that does not violate applicable laws.

Where an amount payable in respect of capital appreciation is considered interest, the rate of interest in respect of a period less than one year shall be the applicable annual rate of interest multiplied by the number of days in the calendar year in respect of which the calculation is made divided by 365.

#### 11. <u>Insurance</u>

The Borrower agrees to purchase and maintain, during the term of this Agreement:

- (a) property insurance covering the cost of replacing the structure of the IAH Unit and its contents;
- (b) third party liability insurance covering bodily injury, loss or property damage;
- (c) CMHC Mortgage Loan Insurance for high-ratio mortgage;

The Borrower 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 section.

#### 12. Notice

Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service;
- (c) sent by registered mail; or
- (d) sent by facsimile

to the following address:

(i) in the case of the City to:

The City of London Housing Division 267 Dundas St. 3<sup>rd</sup> Floor, P.O. Box 5035 London, ON N6A 4L9

Attention: Director of Municipal Housing

(ii) In the case of the Borrower to:

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving the same in the manner provided in this section. Any notice or other communication shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication transmitted by facsimile shall be deemed to



have been given and received on the day of its transmission, provided that such day is a business day and such transmission is completed before 4:30 pm on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission.

#### 13. <u>Severability</u>

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

#### 14. Whole Agreement

This Agreement constitutes the whole agreement between the City and the Borrower relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof.

#### 15. Amendment

This Agreement may only be amended by written agreement between the City and the Borrower.

#### 16. <u>Further Assurances</u>

The Borrower shall promptly execute and deliver to the City, all such other and further documents, agreements and other instruments, and do such other and further things, as the City may require to give effect to this Agreement.

#### 17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

#### 18. <u>Time</u>

Time shall be of the essence in this Agreement.

#### 19. Gender and Number

This Agreement shall be read with all changes of gender and number required by the context.

#### 20. Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the City and the Borrower and their respective successors and assigns. The Borrower may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the City. The City may assign or transfer its rights and obligations under this Agreement without the Borrower's consent.



#### 21. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of Canada and the laws of Ontario applicable therein.

#### 22. <u>Collection of Information</u>

Any personal information collected by or on behalf of the City under this provision is collected for the purpose of Section 4 of the Ministry of Municipal Affairs and Housing Act, R.S.Q. 1990, c.M. 30. The information in the agreement of purchase and sale will be used to confirm certain information provided in the Borrower's application for this credit facility and in preparing the Mortgage. The Borrower consents to such collection and use of the information. The Borrower acknowledges that the information contained in the agreement of purchase and sale may become public and consents to the release of that information. Any questions regarding the collection, use, or disclosure of the information should be directed to the Director of Municipal Housing, 3<sup>rd</sup> Floor, 267 Dundas Street, P.O. Box 5035, London, Ontario N6A 4L9.

#### 23. Borrower's Solicitor

	<u> </u>					
The Bor	rower confirms the so	olicitor representin	ng him/her on th	e purchase o	f the IAH Uni	it is
	Name:					
	Address:					
	Telephone:					
	Fax:					

And hereby authorizes and directs the said solicitor to release to the City or its solicitor upon request, any information and copies of documents required to complete this agreement and the security required by Section 5.

#### 24. Notice of Closing

The Borrower will provide the City with thirty (30) days advance written notice of the Closing.

#### 25. Joint and Several Liability

The obligations of each of the Borrowers under this Agreement shall be joint and several.

IN WITNESS WHEREOF the parties hereby agree to the within Agreement.

THE CORPORATION OF THE CITY OF LONDON

by:	Signature
Title: Dire	ector of Municipal Housing
Date of	Signature:
I have	the authority to bind the Corporation.



### THE BORROWER(S)

Witness Signature	Borrower Signature
-	
Witness Name (printed)	Borrower Name (printed)
Date	Date
Witness Signature	Borrower Signature
- Transco Olgitataro	borrower Signature
Witness Name (printed)	Borrower Name (printed)
Date	Date







# **An Overview of Housing Solutions**

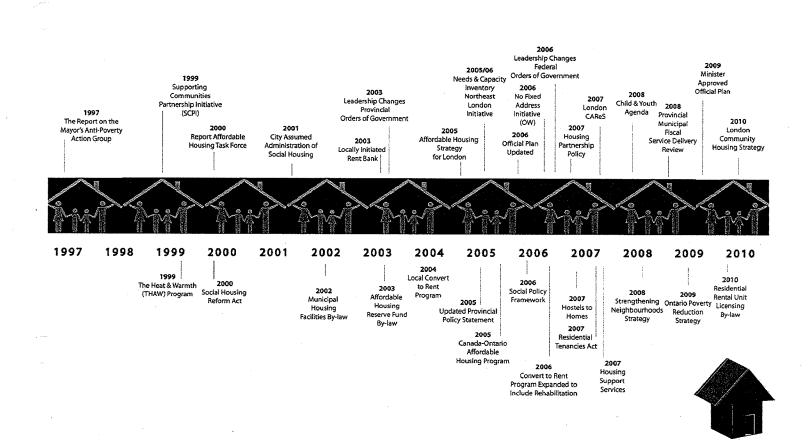
**Council Housing Leadership Committee** 

December 19, 2012





# **Context: A Strong History of Action**



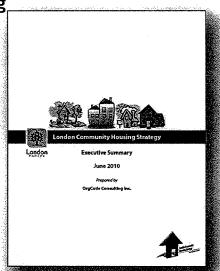




# **London Community Housing Strategy**

London Community Housing Strategy (LCHS) 2010

A broad framework guiding 48 Strategic Objectives with 100 project initiatives over 5 years....



Organized within 5 Themes...

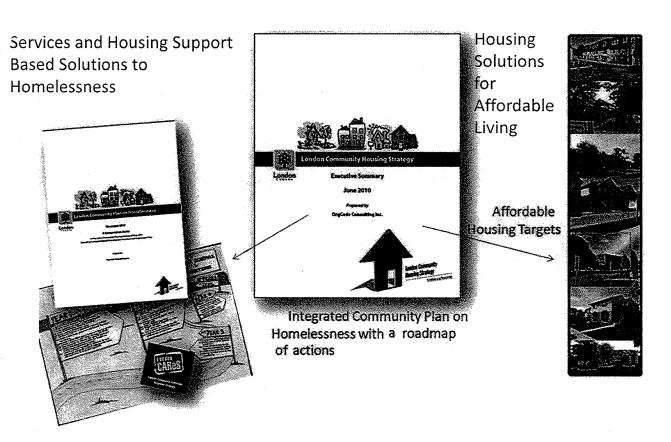
- 1. Strong System Design
- 2. Integrated Responses to Homelessness
- 3. Responsive Governments working together
- 4. Focused and Measurable Outcomes
- 5. Responsive Administration

A Single Vision...

A city of London where all members of the community have access to housing that is safe, secure, and suitable to their needs and ability to pay.



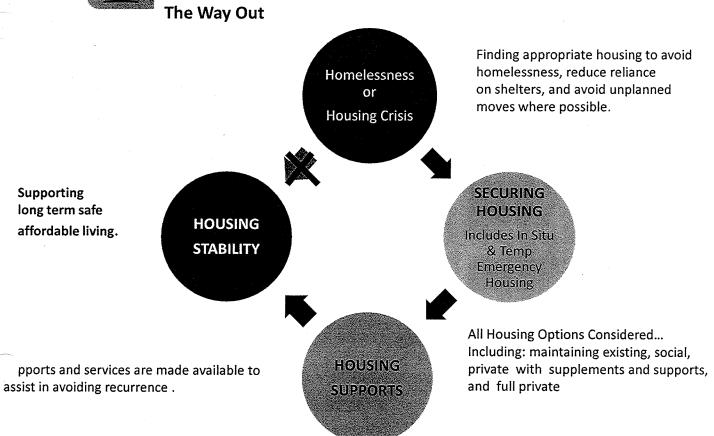
# With an Integrated Homelessness Plan







# To...Breaking the Cycle

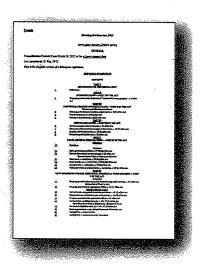




## **Context: Current Legislative Framework**

#### THE HOUSING SERVICES ACT (HSA)

- Requires a new 10-year local integrated housing and homelessness plans from Service Managers (SM), including areas of provincial interest. (By January 2014)
- SMs will have opportunity for more flexible programs and services in affordable housing and the elimination of some areas previously requiring MMAH consents.
- Areas requiring review, amendment, or development of new local rules and processes. Eg. Opportunity for SMs to change the waiting list processes.
- Provides the Housing Services Corporation more flexibility to offer new services and supports.







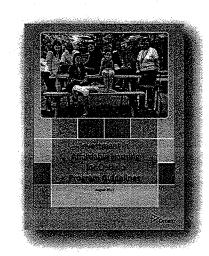
# **Context: Funding Framework**

#### **INVESTMENT IN AFFORDABLE HOUSING (IAH):**

- > A Fed./Prov. bilateral agreement covering 2011-2014 harmonizing investments and reporting related to affordable housing.
- Replaces funding previously provided separately for affordable housing initiatives from Fed., CMHC, and Prov. and aligns within HSA. \$13.6 million to March 2015.
- > Four general categories:
  - 1. Increasing supply of affordable housing,
  - 2. Improving affordability for those in housing crisis,
  - 3. Improving/preserving the quality of affordable housing, and
  - 4. Supporting safe independent living.

#### COMMUNITY HOMELESSNESS PARTNERSHIP INITIATIVE - CHPI

Supporting responsive and consolidated local programs and funding to prevent homelessness, rapidly respond to persons who are experiencing homelessness, and support temporary emergency shelters.



**BUILDING A TOOLBOX APPROACH...** 

Multiple targeted priorities, actions, and integrated solutions.

7

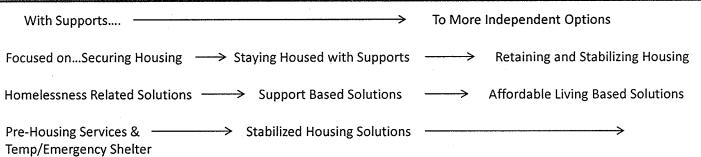


## **Creating a Continuum of Housing Solutions**

Based on a strong history of innovative and responsive programs and on housing options that do not REQUIRE movement between solutions.

Supports that reflect types of housing solutions, varying levels of service, and options that are age and demographically appropriate.

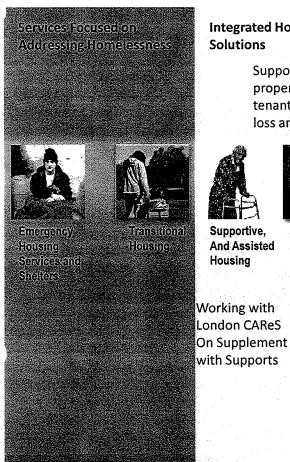








# **Housing Strategies and Solutions**



#### **Integrated Housing and Support** Solutions

Supporting social housing property managers and tenants in reduced vacancy loss and unit retention



Supportive, **And Assisted** Housing



Housing-based Interventions with Supports.

Working with

Homelessness

**Housing Access** 

System Access

To Housing

Services, and Social

Centre on Review of

LMHC,



**Rent-Geared** to Income Housing



**Housing Solutions** 

Private Market Rent **Assistance** 



Market Ownership **Assistance** 



Market -Rental and Ownership

#### Focus on Existing Market Solutions:

- Rent Supplements (205 private units)
- Ontario Renovates (97 private units)
- Homeownership (43 Private homes) AND

#### **New Housing Solutions:**

- New Rental (159 private/NFP units)
- Convert to Rent (70 private/NFP units)



# **Creating a Continuum of Housing Solutions**

#### The Toolbox Approach:

#### Focus of Municipal and IAH funding:

#### **Existing Market Solutions:**

- Rent Supplements (205 private units)
- Ontario Renovates (97 private units)
- Homeownership (43 Private homes)

= 345 Units

Solutions focused on maximizing existing vacancies, maintaining safe occupancy, and opening new units from those moving to homeownership.

#### **New Housing Solutions:**

- New Rental (159 private/NFP units)
- Convert to Rent (70 private/NFP units) = 229 Units

New housing solutions focused on creating new purpose built units or converting non-residential into residential units within existing neighbourhoods.

**CURRENT STATUS ON TARGET OF 700 UNITS = 574 Units** 

Target will continue to fluctuate over time to maximize program and delivery options. All targets are timelimited.





# **Focused & Measurable Outcomes**

#### PROGRAM DELIVERY AND FISCAL PLAN (PDFP):

- > The Official register of Municipal affordable housing plans and targets with Province
- Inclusive of Municipal and Federal/Provincial (IAH) Funding
- > Based on Revised Report

IAH or Municipal Component	Funding Recommended	Revised: Update / Policy / Program Change Required	Total Units (Dec 15/12)	
Ontario Renovates Home Adaptation	\$3,500 per unit (f/p capital)	40 units year-two; 28 units year-three; 29 units year-four	97	
Homeownership (IAH)	Average \$11,600 per unit (f/p capital)	New average assistance of up to \$14,500 per unit	43	
Federal/provincial (IAH) Rent Supplement	Average \$200 per-unit (f/p operating)	Booked in year 3; funding at \$252,000 per year for 5 yrs	105	
New Rental - Fed/Prov (IAH) & Municipal Capital \$	Total capital subsidy from government up to \$115,000 per-unit	One time capital funding; Units affordable for 25 years	159	
Municipal Housing (Landlord) Supplement	Average \$200 per unit	Booked in year 2; \$240,000 per year for 6 years	100	
Municipal Convert-to-Rent Rehabilitation & Municipal Housing Partnership Policy	Maximum \$48,000 per unit Maximum \$24,000 per unit	Average 10 units per year Average 2 units per year	70	
Total - Subject to Ongoing	Modification to Maximize Investments	and Program Timing.	574	



# A Tool Box of Outcome Based Housing Options

How do l avoid homelessness?

How do I find housing?

How do I stay housed?

















What supports do I need?

How do I find new housing that is appropriate for me?

#### PERSON CENTRED SERVICES...

Based on the needs and capacities of individuals families, and communities Working ACROSS NOT WITHIN programs, services, or systems toward shared goals.





## **Re-envisioning Housing Solutions**

# DEFINE VALUE BEYOND BRICKS AND MORTAR

Seeing the Vision as a Value Proposition (Measurable End State).

Not Program Focused but Outcome Focused.

Based on Options and Needs for Individuals, Families, and their Communities.

Focused on the Collective Impact across programs and service sectors.

Being able to defining the value of housing from different perspectives.

Based on Housing First (with supports) and Rapid Rehousing



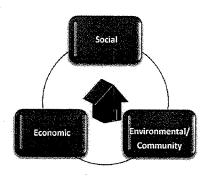
Recognize the costs of doing nothing (more).

Recognize the value of investment.



### **Value in Housing Development**

# The Value of Housing Within a Triple Bottom line...



#### One New Unit of Affordable Housing:

(Based on New Rental)

- · Housing an individual or family affordably,
- Creates 2 FTEs of local employment/unit at...
- Construction wages \*(14% higher than average wages),
- Utilizes skilled labour,
- Provides a affordable unit for 25 years,
- · Creates quality housing in integrated communities,
- Utilizes energy efficient design and construction,
- Maximizes land use,
- Supports local businesses....

The list goes on!

"[Housing development and municipal infrastructure] has the highest multiplier effect and impact on GDP recovery".

For both new construction and housing renovations, an expenditure of \$1 million generates roughly three full-time-equivalent jobs, and a further ten indirect and ancillary jobs. FCM, 2012





# **Bringing it All Together**





#### E.g.: Italian Senior's Project:

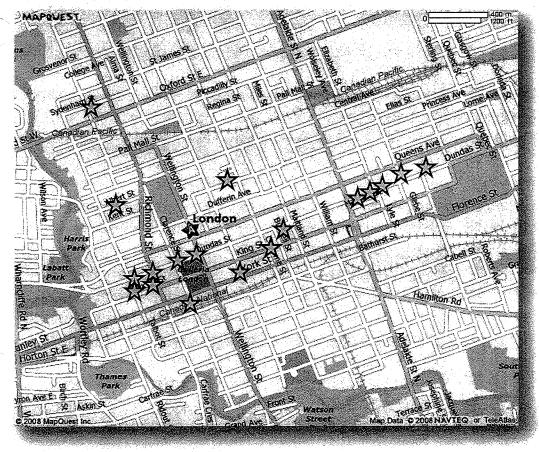
#### (New Rental)

- 52 units for seniors in financial need
- Able to live affordably in community environment with programs and supports
- Attached to broader community
- Avoiding/delaying need for long term care
- Created over 100 FTEs of local skilled employment or
- Approx ½ cost of the project (over \$4 million of \$9 million)
- Municipal Contribution: Approx. \$800,000 directly supports
   5 additional years of affordability (equates to over \$600,000 in direct tenant benefit to affordable housing)
- Based on environmental designs that influence energy costs
- Designs that influence quality of life
- Project that creates positive impact on surrounding property

The list goes on!



# Map of Downtown...



#### The BIG PICTURE:

ALSO supported by New Affordable Housing Projects.

296 Units of NEW Affordable Housing in Core Area Between 2006-2011

Many engaged in Service Industry – Living and Working Downtown.

Approx. 400 units In Core and Dundas East Corridor (2004-12)





# **Current Priorities and Next Steps**

- 1. Continue to support existing promising programs, including London CAReS 2.0 shift to a housing focus. Assisting in new service approaches to homelessness prevention and intervention under CHPI. (E.g., Supplement with Supports)
- 2. Reviewing and revising local rules for social housing to ensure they meet new legislation.
- 3. Review policies and processes related to accessing housing to better link persons in housing need to choices in social as well as affordable and market housing.
- 4. Developing new affordable housing options within the toolbox approach. (Eg. Engage private market landlords in new supplement programs.)
- Extend Corp support to LMHC to help reduce intensification of persons with complex needs and increase housing stability.
- 6. Exploring Sustainable Housing Development strategies
- 7. Developing new 10 year housing and homelessness plan for 2014.



