

Bill No. 98
2020

By-law No. A.-_____ - _____

A by-law with respect to a standard form agreement for tenant placement by Homeless Prevention in the City of London.

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;

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 the economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. A standard form Tenant Placement Agreement, substantially in the form attached as Schedule 1 to the by-law, for City of London homeless prevention initiatives as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and various housing providers, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is delegated authority to execute Tenant Placement Agreements with housing providers, employing the standard form Tenant Placement Agreement authorized and approved under section 1, above, with no further approval required from Council.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 2, 2020
Second Reading – March 2, 2020
Third Reading – March 2, 2020

Schedule 1

THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

AGREEMENT for Tenant Placement, with effect as of <insert date (in the future) the agreement is to commence>, 20 .

BETWEEN

<Insert legal name of Proponent>
(the "Proponent")

-and-

THE CORPORATION OF THE CITY OF LONDON
(the "City")

WHEREAS the Proponent is a <insert description of legal status of proponent e.g. not-for-profit corporation> that facilitates affordable housing opportunities;

AND WHEREAS the Proponent <insert description of what Proponent is doing in terms of an affordable housing building, and municipal address of residential property e.g. 'intends to construct a residential apartment building at 999 Walnut St.'>, London, Ontario, (the "Lands");

AND WHEREAS the Proponent intends to construct <insert total number of units> units of which <insert number of units that will qualify as affordable housing> units will qualify as affordable rental housing as identified under the Canada Mortgage Housing Corporation (CMHC) Co-Investment Fund;

AND WHEREAS the City is a municipal corporation with a plan to address housing and homelessness pursuant to the *Housing Services Act, 2011*;

AND WHEREAS there are individuals in need of housing that the City maintains a record of ("City Client");

AND WHEREAS the Proponent agrees to provide <insert number of units to be provided as designated units> <insert description of type of unit, e.g. one-bedroom> units available for referrals to City Clients;

NOW THEREFORE IN CONSIDERATION OF the sum of \$2.00 (the receipt and sufficiency of which is acknowledged), the Proponent and the City agree as follows:

1. Proponent Responsibilities

1.1. The Proponent, will provide <insert number of designated units to be provided> <insert description of type of unit, e.g. one-bedroom, two-bedroom unit, etc.> units (the "designated units") available as follows:

- (1) the Proponent will set the rent for each designated unit at <insert percentage> of the Canada Mortgage & Housing Corporation (CMHC) average market rent for the London CMA;
- (2) the Proponent will use best efforts to fill vacancies for the designated units based on referrals of City Clients;
- (3) the Proponent will seek signed consent from the City Client to authorize the Proponent to communicate with the City regarding the City Client, for the purpose of service delivery planning, where necessary;
- (4) the Proponent will maintain the City Client's confidentiality, in accordance with legislative requirements;
- (5) the Proponent will provide the City Client with service information including emergency contact numbers of the Proponent's staff (e.g. superintendent or property manager), as part of the orientation that the Proponent provides to the City Client; and
- (6) the Proponent will ensure that the designated units comply with all applicable laws and by-laws.

1.2 The Proponent shall indemnify and save harmless the City from and against all third party claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer, to the extent the Proponent is legally liable as a result

of the negligent acts of the Proponent, its employees, officers or agents in the performance of this Agreement. The Proponent further agrees that this indemnification and hold harmless shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

The Proponent will retain at their expense Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

The Proponent shall submit to the City evidence of insurance satisfactory to the City prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Proponent shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract.

2. City Responsibilities

- 2.1. The City will refer City Clients for the designated units to the Proponent, after the Proponent notifies the City of a vacant unit.
- 2.2. The City will use reasonable best efforts to maintain ongoing contact with City Clients who are tenants of designated units, which may include contact regarding any informal support services that assist in daily living to City Clients. It is intended that City Clients would otherwise be considered to be able to live independently.
- 2.3. The City agrees to ensure that the following are provided to the City Client (and either provided by the City or by another agency):
 - (1) describe the housing application process to the City Client;
 - (2) seek signed consent from the City Client to communicate with the Proponent regarding the City Client, where necessary;
 - (3) assist City Client in completing the housing application;
 - (4) provide information about housing units to the City Client;
 - (5) assist City Client in gathering required documentation;
 - (6) provide the City Client with a support letter, if deemed appropriate by the City;
 - (7) provide information to the City Client regarding community resources/supports (e.g. schools, healthcare, public transit, moving needs, etc.);
 - (8) assist the City Client with securing funds to access the housing unit, if applicable (e.g. Ontario Works, community start-up);
 - (9) subject to section 2.5, make reasonable efforts to assist the City Client to resolve an issue with the Proponent;
 - (10) facilitate arrangements to assist the City Client with connecting utilities, where necessary (but this does not include entering into contractual arrangements for utilities on behalf of the City Client);
 - (11) subject to section 2.5, provide telephone consultation between the City Client and the Proponent regarding potential concerns, as necessary.
- 2.4. The City will not be liable to the Proponent for any loss or damages suffered by the Proponent arising out of this Agreement.
- 2.5. The City will not be responsible for, or a party to, any disputes as between the Proponent and the City Client, including but not limited to disputes arising from the tenancy agreement between the Proponent and the City Client.

3. Procedures Upon a Vacancy

- 3.1. The following are the procedures when a vacancy occurs in a designated unit(s):
 - (1) As soon as the Proponent is aware of a vacancy or a notice to vacate, the Proponent will contact the City employee designated by the City, or if no person has been designated, the Manager of Homeless Prevention ("City Contact").
 - (2) The City Contact then notifies the next City Client on the waiting list and provides that City Client with a referral letter, with the City Contact's card attached, indicating they are being referred for housing under this agreement.
 - (3) The City Contact asks the City Client on the waiting list to contact the Proponent directly, if the City Client is interested in applying.
 - (4) The City Client will provide the Proponent with the referral letter.

(5) The Proponent will verify the annual household income of City Client to ensure gross income is below the threshold of five times the monthly rent.

3.2. For greater certainty, the Proponent makes the final decision with respect to filling a vacancy in a designated unit, and, acting reasonably, the Proponent can accept or reject a referral from the City.

4. Termination of Agreement

4.1. (1) The Proponent may terminate this agreement with ninety (90) days' written notice in the event that the City is in breach of its obligations and the breach is not remedied to the reasonable satisfaction of Proponent within thirty (30) days of being notified in writing by the Proponent that they are in breach of their obligations.

(2) The City may terminate this agreement with sixty (60) days' written notice.

5. Term

5.1. The term of this agreement shall be for five (5) years commencing from the effective date set out on the first page of this agreement, unless it is terminated or replaced by another agreement. This agreement shall automatically renew itself, on the same terms and conditions, for five (5) year periods including this provision for automatic renewal unless the agreement has been terminated by either party in accordance with this agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

The Corporation of the City of London

<Insert legal name of Proponent>

Signature
PRINT NAME:
PRINT TITLE:

*Signature
PRINT NAME:
PRINT TITLE:

*Signature
PRINT NAME:
PRINT TITLE:

*I/We have authority to bind the corporation.