

Bill No. 237
2022

By-law No. A.-_____-_____

A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing.

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

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

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

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

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

1. The Ontario Transfer Payment Amending Agreement substantially in the form attached as Schedule "A" to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London is approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.
3. The Deputy City Manager, Planning and Economic Development or their written designate, are severally delegated the authority to authorize and approve such further and other documents, including an Investment Plan, and including agreements, that may be required in furtherance of the Amending Agreement approved in paragraph 1 above that are consistent with the requirements contained in that Amending Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council June 14, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading – June 14, 2022
Second reading – June 14, 2022
Third reading – June 14, 2022

Schedule "A"

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

for COCHI/OPHI

This Amending Agreement effective as of the 28th day of April, 2022

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by
the Minister of Municipal Affairs and Housing**

("Minister")

- and -

The Corporation of the City of London

("Service Manager")

BACKGROUND

1. The Minister and the Service Manager entered into an Ontario Transfer Payment Agreement for COCHI/OPHI effective as of 13 August 2019 (the "**Agreement**") in respect of Fiscal Years 2019-2020, 2020-2021, and 2021-2022.
2. The Parties wish to extend the Agreement by one year and provide for an additional Fiscal Year in 2022-2023.
3. The Parties wish to otherwise amend the Agreement in the manner set out in this Amending Agreement.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement (the "**Amending Agreement**") have the meanings ascribed to them in the Agreement.

2. Schedule "A" of the Agreement is amended as follows:

(a) The definition of "Fiscal Year" in section 1.1 is amended by adding the following at the end of the definition:

(d) in the case of the fourth Fiscal Year, the period commencing on April 1 following the end of the third Fiscal Year and ending on the following March 31;

(b) The definition of "TP Hub" in section 1.1 is amended by adding "or any successor transfer payment system" at the end of definition.

(c) Section 4.2 is deleted in its entirety and replaced with the following:

4.2 The Minister will advance Funds to the Service Manager as set out in the Program Guidelines. For the COCHI Operating Component, the Minister will advance Funds only up to March 31, 2023. For the COCHI Repair Component, the Minister will advance Funds only up to March 31, 2023. For the COCHI New Build Component, the Minister will advance Funds only up to March 31, 2027. For the OPHI Ontario Renovates Component, Rental Assistance Component and Supportive Housing Component, the Minister will advance Funds only up to March 31, 2023. For the OPHI Rental Component and the Homeownership Component, the Minister will advance Funds only up to March 31, 2027. Funds will not be advanced by the Minister to Service Managers after the above dates.

(d) Section 5.6 is deleted in its entirety and replaced with the following:

5.6 In the event the Service Manager's original planned commitment for COCHI Funds cannot be met, the Service Manager may request to move Funds originally planned for the Operating Component to either the Repair or New Build Components or vice versa, provided the request is submitted to the Minister by September 15, 2022.

(e) Section 21.1 is amended by deleting the phrase "personal delivery or fax" and replacing it with "or personal delivery".

(f) Section 21.2 is amended by deleting the phrase "email, personal delivery or fax" and replacing it with "email or personal delivery".

- (g) Section 21.3 is amended by deleting the phrase “email, personal delivery or by fax” and replacing it with “email or personal delivery”.
3. Schedule “B” of the Agreement is amended as follows:
- (a) The amount of Maximum Funds in respect of the Canada-Ontario Community Housing Initiative is deleted and replaced with “\$7,443,111”.
- (b) The amount of Maximum Funds in respect of the Ontario Priorities Housing Initiative is deleted and replaced with “\$12,016,600”.
- (c) The Expiration Date for the Canada-Ontario Community Housing Initiative of “March 31, 2040” is deleted and replaced with “March 31, 2054”.
- (d) The Expiration Date for the Ontario Priorities Housing Initiative of “March 31, 2053” is deleted and replaced with “March 31, 2054”.
- (e) All Fax numbers listed as contact information are deleted.
- (f) The e-mail address for the purposes of Notice to the Minister is deleted and replaced with the following:

E-mail: Sebastian.Franks@ontario.ca

4. Schedule “C” of the Agreement is amended as follows:
- (a) The definition of “Capital Component” in section 1.1 is deleted and replaced with the following:
- **“Repair Component”** means the COCHI Repair Component described in Appendix C-2 and the Program Guidelines;
- (a) The definition of “Capital Funds” in section 1.1 is deleted and replaced with the following:
- **“Repair Funds”** means Funds in respect of the COCHI Repair Component;
- (b) The following definition is added to section 1.1:
- **“New Build Component”** means the COCHI New Build Component described in Appendix C-3 and the Program Guidelines;
- (c) Section 1.2 is amended by deleting the phrase “Capital Component” and replacing it with “Repair Component”.

- (d) Section 1.2 is further amended by adding the following Appendix at the end of the list of Appendices:

Appendix C-3 – COCHI New Build Component

- (e) Section 2.1 is amended by deleting the phrase “Operating Component and the Capital Component” and replacing it with “Operating Component, Repair Component and New Build Component”.
- (f) “Appendix C-3 – COCHI New Build Component”, in the form attached to this Amending Agreement, is added as Appendix C-3 to the Schedule.

- 5. Appendix C-1 of Schedule “C” of the Agreement is amended as follows:

- (a) Section 3.2 is amended by adding the following after the first sentence:

For the fourth Fiscal Year, the Minister shall transfer Operating Funds to the Service Manager in May, July, October, and on or before March 1.

- (b) Section 5.4 is amended by deleting “March 31, 2028” and replacing it with “March 31, 2023”.

- 6. Appendix C-2 of Schedule “C” of the Agreement is amended as follows:

- (a) All references to “Capital Component” are deleted and replaced with “Repair Component”.

- (b) All references to “Capital Funds” are deleted and replaced with “Repair Funds”.

- (c) Section 5.5 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- 7. Appendix D-1 of Schedule “D” of the Agreement is amended as follows:

- (a) Section 5.2 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- (b) Section 6.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- 8. Appendix D-2 of Schedule “D” of the Agreement is amended as follows:

- (a) Section 3.6 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (b) Section 5.4 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
 - (c) Section 5.5 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 5.8 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
 - (e) Section 9.2 is amended by deleting “February 28” and replacing it with “February 15”.
 - (f) Section 13.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (g) Section 13.5 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
9. Appendix D-3 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 2.1 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer funds to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.2 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (c) Section 6.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
10. Appendix D-4 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 3.4 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer the Rental Assistance Funding to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- (c) Section 5.4 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 8.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
11. Appendix D-5 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 3.3 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer Housing Support Services Funding to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (c) Section 5.4 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 7.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
12. Schedule “G” of the Agreement is deleted and replaced with “Schedule ‘G’ – Program Guidelines – 2022-23” in the form attached to this Amending Agreement.
13. Schedule “H” of the Agreement is deleted and replaced with “Schedule ‘H’ – Investment Plan - 2022-23” in the form attached to this Amending Agreement.
14. This Amending Agreement shall be effective as of the date set out at the top of the Amending Agreement.
15. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Amending Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and
Housing**



Name:

Title:

Date

The Corporation of the City of London

Name:

Title:

Date

Name:

Title:

Date:

We have authority to bind the Service Manager.

APPENDIX C-3

COCHI NEW BUILD COMPONENT

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. 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;

- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the New Build Component;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board, a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-3A - Proponent’s Initial Occupancy Report;
Sub-Appendix C-3B - Proponent’s Annual Occupancy Report;
Sub-Appendix C-3C - Rental Protocol;
Sub-Appendix C-3D - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE NEW BUILD COMPONENT

- 2.1 Prior to the Service Manager participating in the New Build Component:
- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
 - (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.
- 3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's notional allocation.
- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.

3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

4.1 In respect of all Projects:

- (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;
- (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
 - (i) the Proponent is in compliance with the Contribution Agreement;
 - (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program;

4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.

4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.

- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2023, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix C-3D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.

- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
 - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;

the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.

- 5.9 The Service Manager shall provide the Minister by September 15, December 15, February 15 and May 30 of the fourth Fiscal Year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Appendix as Sub-Appendix C-3A and submit it to the Minister.
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix C-3B and submit it to the Minister.
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
- (a) a request by a Proponent to transfer responsibility for a Project to another entity;

- (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
- (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
- (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
- (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
- (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The New Build Component is available from the date of this Agreement until March 31, 2023.
- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix C-3C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.

- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.
- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX C-3A

PROPONENT'S INITIAL OCCUPANCY REPORT

COCHI – New Build Component

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

RS: Rent Supplements

SS: Support Services

C. Depth of Affordability: Rents at Occupancy

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.

2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3B

PROPONENT'S ANNUAL OCCUPANCY REPORT

COCHI New Build Component
For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

Notes:

RS: Rent Supplements

SS: Support Services

C. Actual Rents at Year End

Unit Type	COCHI Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	(E) CMHC or Alternate AMR	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D) ÷ Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E) ÷ Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x 100 =	

**Not
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rdability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3C

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix C-3C, unless the context requires otherwise,

- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix C-3C is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
- **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix C-3C, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Sub-Appendix C-3C, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Sub-Appendix C-3C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix C-3C.

3. RENTS

3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

3.4 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that, regardless of whether the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix C-3C.
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.
- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix C-3C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX C-3D

CONFIRMATION OF CONSTRUCTION START

COCHI- New Build Component

This is to confirm that the _____ project in the _____
[SM name] commenced construction on _____ [date].

The start of construction for this project is within one hundred twenty (120) days
of the date of the project's Contribution Agreement, which was signed on
_____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE "G"
PROGRAM GUIDELINES – 2022-23

SCHEDULE "H"
INVESTMENT PLAN – 2022-23