

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-128

BEING A BY-LAW TO ENTER INTO A RENT SUPPLEMENT AGREEMENT WITH KAWARTHA PARTICIPATION PROJECTS, PETERBOROUGH.

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Kawartha Participation Projects in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 12th, day of July, 2004

By-law read a third time and finally passed this 12th day of July, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

- (b) **“Housing Project”** means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for residential accommodation and more particularly located at the address set out in Schedule “A” of this Agreement;
- (c) **“Market Rent”** means the monthly market rent attributable from time to time to each **Rent Supplement Unit** for the purpose of calculating **Rent Supplement**, which monthly market rent is identical to the monthly market rent charged and being paid with respect to similar market rent units in the **Housing Project** on the date that **Market Rent** is established under section 5(3), the **Market Rents** being, as of the date of this Agreement, those listed in Schedule “A” hereto;
- (d) **“Mortgagee”** means any party which has provided funds to the **Owner** by way of a construction or term loan secured by a mortgage of the lands containing of the **Housing Project**;
- (e) **“Owner”** means the private or municipal non-profit social housing provider, as the case may be, which is the owner of the **Housing Project**;
- (f) **“Regulations”** means regulations enacted under the **SHRA 2000**, as may be amended or replaced from time to time;
- (g) **“Rent Supplement”** means the difference between the **Market Rent** attributable to a **Rent Supplement Unit** and the geared-to-income rent charged to the tenant of such **Rent Supplement Unit**;
- (h) **“Rent Supplement Household”** means a person or group of persons who occupy a **Rent Supplement Unit** in the **Housing Project**, who meet the eligibility criteria for rent-geared-to-income assistance set out in the **SHRA 2000** and pays geared-to-income rent;
- (i) **“Rent Supplement Programs”** means the rent supplement programs known as Community Sponsored Housing Program (1978 -1985), Community Sponsored Housing Program (P2500)(1978 -1985) and Ontario Community Housing Assistance Program (1978-1985);

- (j) **“Rent Supplement Unit”** means a residential unit listed in Schedule "A" which is occupied by or allocated to a **Rent Supplement Household** and any unit replacing such **Rent Supplement Unit** from time to time in accordance with this Agreement and **“Unit”**, shall have the same meaning
- (k) **“Service Manager”** means the service manager, within the meaning of the **SHRA 2000**, for the service area within which the **Housing Project** is located;
- (l) **“SHRA 2000”** means the Social Housing Reform Act, 2000, as amended from time to time.
- (m) **“Special Needs Housing”** means a **Unit** that is occupied by or is made available for occupancy by a household having one or more individuals who require accessibility modifications or provincially-funded support services in order to live independently in the community.

The following schedule is attached to and forms a part of this Agreement:

Schedule “A” - Market Rents

TERM

This Agreement shall come into effect on the **Effective Date** and continues in effect until terminated pursuant to Section 9 of this Agreement or otherwise by the mutual agreement of the parties.

LEASING OF UNITS

- (1) The **Owner** shall participate in the **Centralized Waiting List** with respect to its **Rent Supplement Units**. The **Owner** shall lease its vacant **Rent Supplement Units** only to such persons as shall be referred to it from the **Centralized Waiting List** by the **Service Manager** or any other entity which has contracted to administer such list.

- (2) If the **Owner** has a currently approved mandate which has been approved by the **Service Manager** or previously by the Province, the **Owner** shall lease its vacant **Rent Supplement Units to Rent Supplement Households** chosen from the **Centralized Waiting List** in accordance with the mandate. The **Owner** shall comply with the requirements of the *Human Rights Code (Ontario)* in its leasing of **Units to Rent Supplement Households**. The **Owner** and the Province may amend, terminate or replace the mandate by an agreement in writing.
- (3) The **Owner's** mandate referred to in section 3(3), if any, is set out in Schedule "A" to this Agreement.
- (4) An **Owner** that provides **Special Needs Housing** shall choose tenants for such **Special Needs Housing** from its own waiting list of prospective tenants with special needs in accordance with the **Regulations** or from the centralized waiting list if the owner participates in the centralized waiting list.

LEASES

The **Owner** shall enter into a written lease with each new **Rent Supplement Household** or with the unit owner in the case of a head lease prior to occupancy and the lease shall include such provisions as are required in leases of **Rent Supplement Units** under the **Regulations**.

OWNER'S RESPONSIBILITIES

- (1) The **Owner** shall:
 - (a) collect from **Rent Supplement Households** only the geared-to-income rent as determined by the **Service Manager** or its delegate under the rules prescribed under the **SHRA 2000** and the **Regulations** and any additional charges permitted under the **Regulations**;
 - (b) comply with the provisions of the **Regulations** respecting the payment of deposits by **Rent Supplement Households**; and
 - (c) provide the **Service Manager** with current rent rolls, when requested, for the building(s) in which the **Rent Supplement Units** are located.

In addition to its obligations under this Agreement, the **Owner** acknowledges and agrees that it shall be obligated to comply with the provisions of any agreement that it may enter into from time to time under section 16 of the **SHRA 2000**. Where there is a conflict between any of the provisions of this Agreement and any such agreement under section 16 of the **SHRA 2000**, the provisions of the latter agreement shall prevail.

The **Owner** shall establish the **Market Rent** for each category of **Units** in the **Housing Project** not more than once every twelve months. The **Market Rent**, for the purpose of this Agreement, shall be effective for all **Rent Supplement Units**, from the date that it is established until it is revised in accordance with this section 5(3).

The **Owner** shall furnish efficient management of the **Rent Supplement Units** and the **Housing Project** and shall maintain the **Rent Supplement Units** and the **Housing Project** in a good state of repair and fit for habitation and in compliance with health, safety and maintenance standards. The **Owner** will permit representatives of the **Service Manager** to inspect the **Rent Supplement Units** and the **Housing Project** at any time.

The **Owner** shall not, in the allocation of any **Rent Supplement Unit**, discriminate against any person by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, marital status, same-sex partnership status, family status, handicap or the receipt of public assistance.

PAYMENTS

- (1) The **Service Manager** shall pay to the **Owner**, during the term of this Agreement, the **Rent Supplement** for each of the **Rent Supplement Units**, in advance, on the first (1st) day of the month, for each and every month of the term of each lease.
- (2) If a **Rent Supplement Unit** has been vacated or abandoned by a **Rent Supplement Household** without at least one (1) month's prior notification to the **Owner** (other than by a tenant who received a notice to vacate), the **Service Manager** will pay to the **Owner**, while the vacancy continues, an amount not exceeding the **Market Rent** for the month immediately following that in which the vacancy occurs. If the **Unit** remains vacant despite diligent efforts by the **Owner** to lease same, the **Service Manager** will pay an amount not exceeding 50% of the **Market Rent** for the second month following the occurrence of such vacancy. The **Service Manager** will make no further payments

thereafter with respect to the **Unit** until the **Unit** has been leased to and occupied by a **Rent Supplement Household**.

- (3) If a vacancy of a **Rent Supplement Unit** occurs following at least one (1) month's prior notification given by the **Rent Supplement Household** or occurs by reason of a notice of termination or an eviction served or carried out by the **Owner**, the **Service Manager** will pay to the **Owner** an amount not exceeding 50% of the **Market Rent** for the month immediately following the vacancy, but shall make no further payments thereafter until the **Unit** has been leased to and occupied by a **Rent Supplement Household**.
- (4) The **Owner** shall submit to the **Service Manager** its requests for **Rent Supplement** and **administration fee** payments, together with all required supporting reconciliation statements, in a form satisfactory to the **Service Manager** and at regular intervals established by the **Service Manager**, which intervals shall not be more often than monthly and not less often than annually. Following its review and approval of such requests and supporting statements, the **Service Manager** will make any necessary adjustments to its applicable regular **Rent Supplement** payments to the **Owner**.

OWNER'S ACKNOWLEDGMENT

The **Owner** acknowledges the following:

Notwithstanding the payments made by the **Service Manager**, pursuant to this Agreement, the full normal relationship between landlord and tenant shall exist between the **Owner** and each **Rent Supplement Household**.

The **Service Manager** shall not be responsible to the **Owner** for any breach of or failure by a **Rent Supplement Household** to observe any lease terms with the **Owner**, including the covenant to pay rent.

The sole responsibility of the **Service Manager** to the **Owner** shall be limited to the payments that the **Service Manager** is required to make pursuant to this Agreement and such responsibility shall not be construed as creating in any way a landlord and tenant relationship between the **Owner** and the **Service Manager**.

AUDITED FINANCIAL STATEMENTS

- (1) The **Owner** shall submit to the **Service Manager** within five months following the end of each fiscal year of the **Owner**, an Annual Information Return in the form established from time to time under the **Regulations** and the audited statement consisting of a balance sheet and a statement of revenue and expenditures for the year.
- (2) The **Service Manager** or its representative or delegate may inspect and audit all books, documents, vouchers, records and accounts pertaining to the operation and the administration of the **Housing Project**. The **Owner** shall retain in its possession for not less than seven (7) years all such books, documents, vouchers, records and accounts.

TERMINATION

If the **Owner**

- (1) discontinues its operations as a non-profit corporation, or
- (2) offers, lists, advertises, or holds out for lease or otherwise offers for disposal all or any part of the **Housing Project**, or sells, leases or otherwise disposes of all or any part of the **Housing Project** (except for leasing to residential tenants) without the consent of the **Service Manager**, which consent may be unreasonably withheld, or
- (3) commits any other material breach of this Agreement and, having received notice from the **Service Manager** to remedy such breach within a period of 30 days or such longer or shorter period as deemed appropriate by the **Service Manager**, fails to commence and complete the remedy of such breach in a diligent manner within the notice period, or
- (4) fails to adequately manage and/or maintain the **Rent Supplement Units** or the **Housing Project** as required by this Agreement; or
- (5) commits a breach of any agreement which it has entered into under section 16 of the **SHRA 2000** and the **Service Manager** has exercised any of its remedies with respect to such breach,

the **Service Manager** may, at its option, terminate this Agreement or discontinue any or all of the **Rent Supplement** payments which it makes under this Agreement. The remedies provided for in this section 9(1) are in addition to any other remedies available to the **Service Manager** in equity or at law.

If any **Unit** is damaged by fire, explosion, flood or any other unavoidable catastrophe to such an extent as to render it uninhabitable, the **Service Manager** shall not terminate this Agreement as a result of the damage, provided that:

- (1) the **Owner** proceeds diligently to repair, restore and make habitable the damaged **Unit**; and
- (2) a mortgagee of the **Housing Project** or Canada Mortgage and Housing Corporation or the Province of Ontario has not elected or directed, as the case may be, the payment of the insurance proceeds payable as a result of the damage.

The **Owner** acknowledges and agrees that the payment of **Rent Supplement** payments by the **Service Manager** to the **Owner** with respect to any such damaged **Unit** shall cease as long as such **Unit** is uninhabitable.

If this Agreement is terminated, the **Owner** shall permit the **Rent Supplement Households** to remain in occupancy of their **Units** until their tenancies are terminated or until they cease to qualify for geared-to-income benefits, whichever first occurs, under the same conditions as to payment of the **Rent Supplement** payments by the **Service Manager**, and the provisions of this Agreement, insofar as they apply to such **Rent Supplement Households**, shall remain binding on both parties as if this Agreement had not been terminated.

ARBITRATION

If there is a dispute, difference of opinion or question between the **Service Manager** and the **Owner** relating to or arising out of this Agreement, they may decide that the matter shall be decided by arbitration alone and not by recourse at law. If the **Service Manager** and the **Owner** agree to arbitration hereunder, they may agree to arbitration by a single arbitrator chosen by the parties, or if they are unable to agree to an arbitrator, an arbitrator shall be appointed pursuant to the *Arbitration Act (Ontario)*. The arbitration award shall be final and binding on the parties and not subject to appeal. Each party shall pay its own costs and one-half of the fees and expenses

of the arbitrator. Except as otherwise provided for in this Agreement, the arbitration shall proceed in accordance with the *Arbitration Act (Ontario)*.

ASSIGNMENT

The **Owner** shall not assign this Agreement, in whole or in part, or any or all of its rights hereunder without the consent of the **Service Manager**, which consent may be unreasonably withheld.

MORTGAGEE'S RIGHTS

The appointment of a receiver or the sale or other disposition of the **Housing Project** by a **Mortgagee** in exercise of its remedies if the **Owner** defaults under its obligations to the **Mortgagee** shall not constitute a breach of this Agreement, and this Agreement will continue in full force and effect provided that the party which succeeds to the interest of the **Owner** in the **Housing Project** agrees in writing and in a form satisfactory to the **Province** to be bound by the terms of this Agreement.

GENERAL

The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement includes any subsequent amendments or replacements and substitutions of that statute.

Whenever used in this Agreement, the word "shall" shall be construed as mandatory, and the word "may" shall be construed as permissive.

The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.

Where the context permits or requires, the singular shall include the plural and the plural shall include the singular.

If the **Owner** is not a municipal non-profit social housing provider, it shall comply with the requirements section 162 of the **SHRA 2000** and the **Regulations** respecting the collection, use, disclosure and safeguarding of privacy of personal information and a person's access to his or her personal information, including personal information which the **Owner** has obtained from the **Service Manager**. If the **Owner** is a municipal non-profit social housing provider it shall comply with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* respecting personal information, including personal information, which it has obtained from the Service Manager.

- (1) Any notice, consent or approval, required or permitted to be given, pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the **Owner** or, the **Service Manager**, as the case may be, at such address as the parties may designate, in writing, from time to time.
- (2) Any such notice, consent or approval shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the third (3rd) day after the day on which it was mailed.

ENUREMENT

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement under the hands of their respective authorized signing officers.

(Service Manager)

Per: _____

Name:

Title:

(Kawartha Participation Projects)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I / We have the authority to bind the corporation

Schedule "A"

<p>Project: 550 McDonnell St. Peterborough Bick Properties</p>

Market Rents for Rent Supplement Units				
No. Units	Municipal Address	Unit Size (No. of Bedrooms)	Market Rent	Anniversary Date
5	550 McDonnell St.	1 Bachelor (non-modified) bachelor (modified) 3 one-bedroom (modified)	\$650 *	1 May, 2009

* Note: under terms of CMHC Residential Rehabilitation Assistance Program (RRAP) funding(which funded the renovations to create the accessible units), rents for bachelor and one-bedroom are the same.

The **Owner's** mandate in the leasing of Rent Supplement Units is as follows:

Special Needs

The following services and appliances shall be provided by the Owner and shall be included in the full monthly rent: Heat; Hydro; Water; Hot Water; Refrigerator; Stove.

The Service Manager shall not pay for any parking charges.