



- G. The Minister has agreed to provide funding to the Service Manager to enable the Service Manager to administer the Program and provide benefits to qualified tenants under the Program.
- H. The Service Manager has agreed to receive funding from the Minister to enable it to administer the Program and provide benefits to qualified tenants under the Program.
- I. The Service Manager has agreed to be accountable for funding received from the Minister, in accordance with the terms of this Agreement.

**NOW THEREFORE** the Minister and the Service Manager agree as follows:

## **1. DEFINITIONS**

- 1.1 Whenever the following words and phrases are used in this Agreement, they shall have the following meanings:
  - (a) “CMHC” means Canada Mortgage and Housing Corporation;
  - (b) “CMHC – Ontario Affordable Housing Program Agreement” means the CMHC – Ontario Affordable Housing Program Agreement, effective April 1, 2003;
  - (c) “Guidelines” means the guidelines and forms issued by the Minister for the Program, from time to time;
  - (d) “Housing Allowance Agreement” means one of the following agreements: Private Landlord Housing Allowance Agreement; Non-Profit Housing Allowance Agreement; Cooperative Housing Allowance Agreement; and includes any other Housing Allowance Agreement that meets the Guidelines;
  - (e) “Housing Allowance Take-Up Plan” means the templates on which the Service Manager sets out the estimated number of units and expenditures to be incurred and the timetable for full implementation and termination of the Program;
  - (f) “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;
  - (g) “Owner” means an individual or corporation or private or municipal or co-operative non-profit social housing provider that owns, has a leasehold interest in the lands or manages the Housing Project;
  - (h) “Program” means the Housing Allowance Program, as outlined in

Schedule A5 of the CMHC – Ontario Affordable Housing Program Agreement, effective April 1, 2003.

- (i) “Service Manager” means the service manager, within the meaning of the SHRA, for the service area in which the Housing Project is located;
- (j) “SHRA” means the *Social Housing Reform Act, 2000*, S.O. 2000, c. 27;
- (k) “Tenant” means an individual who has leased a Unit that is subject to a Housing Allowance Agreement; and
- (l) “Unit” means a self-contained residential dwelling unit of accommodation in a Housing Project that meets the eligibility criteria outlined in the Guidelines and is subject to a Housing Allowance Agreement.

## **2. TERM**

- 2.1 This Agreement shall be effective as of the date it is executed by the parties and shall terminate on the earlier of the expiration of the funding commitments for allocated Units or March 31, 2013.

## **3. RESPONSIBILITIES OF THE MINISTER**

- 3.1 The Minister shall pay the Service Manager an administration fee, as follows:
  - (a) one-third (1/3) of the total administration fee shall be paid upon execution of this Agreement by the parties; and
  - (b) the remaining two-thirds (2/3) of the total administration fee shall be paid quarterly, based on the planned commitments outlined in the Service Manager’s approved Housing Allowance Take-Up Plan.
- 3.2 The administration fee shall be calculated on the basis of the following rates:
  - (a) fifteen dollars and sixty cents (\$15.60) per Unit per month for the first fifty (50) Units committed by the Service Manager in the approved Housing Allowance Take-Up Plan;
  - (b) thirteen dollars (\$13.00) per Unit per month for all Units in excess of fifty (50) that have been committed by the Service Manager in the approved Housing Allowance Take-Up Plan.
- 3.3 Notwithstanding paragraph 3.1, in the event the actual administrative expenditures of the Service Manager (the “actual administrative expenditures”) are less than the planned administrative expenditures, the Minister may deduct the difference

between the planned administrative expenditures and the actual administrative expenditures from amounts payable to the Service Manager in subsequent years.

- 3.4 Commencing as of the date the Minister's approval of the Housing Allowance Take-Up Plan submitted by the Service Manager is effective and continuing until the earlier of the expiration of the funding commitments for allocated Units or March 31, 2013, the Minister shall pay the Service Manager, on a quarterly basis, up to the maximum allocated funding amount specified in the approved Housing Allowance Take-Up Plan (the "planned expenditures").
- 3.5 Notwithstanding paragraph 3.4, in the event the actual expenditures of the Service Manager (the "actual expenditures") are less than the planned expenditures, the Minister may deduct the difference between the planned expenditures and the actual expenditures from amounts payable (less interest accruing to advanced administrative fees) to the Service Manager in subsequent years.
- 3.6 Payments by the Minister to the Service Manager pursuant to paragraphs 3.1 and 3.4 are conditional on the Service Manager being in compliance with this Agreement and the Guidelines.
- 3.7 Any power, right or function of the Minister, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.

#### **4. RESPONSIBILITIES OF THE SERVICE MANAGER**

- 4.1 The Service Manager shall administer the Program in accordance with this Agreement and the Guidelines.
- 4.2 The Service Manager shall not commit or expend funding under the Program for a Unit or any Unit substituted for a Unit for longer than five (5) years, commencing from the date the Unit was initially committed.
- 4.3 The Service Manager shall not commit funding under the Program for a Unit after March 31, 2008.
- 4.4 The Service Manager or its authorized agent shall enter into a Housing Allowance Agreement with each Owner, in respect of all commitments of Units made on or after the date this Agreement is executed by the parties.
- 4.5 Notwithstanding paragraph 4.4, a Housing Allowance Agreement shall not be entered into or continued respecting a Unit, where a Tenant is related to an Owner.
- 4.6 The Service Manager shall ensure that all Units that are subject to a Housing Allowance Agreement are clean, fit for habitation, in a satisfactory state of repair,

meet applicable minimum health and safety standards and that the Owner has confirmed that the Units are in compliance with applicable Building Code and Fire Code requirements.

- 4.7 The Service Manager shall utilize the amount of funding that comprises the maximum annual amount of funding paid pursuant to paragraph 3.4 and shall use ten per cent (10%) of their total allocated funding amount specified in the approved Housing Allowance Take-Up Plan in connection with the victims of domestic violence component of the Program, as set out in the Guidelines.
- 4.8 The Service Manager shall ensure that the Program is carried out without a conflict of interest by any person associated with the Program in whatever capacity and the Service Manager shall forthwith disclose to the Minister any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest. For these purposes, a conflict of interest includes a situation in which a person associated with the Program or any member of his or her family is able to benefit financially from his or her involvement in the Program.
- 4.9 Commencing as of January 1, 2007, the Service Manager shall report on the Program in the Service Manager Annual Information Return (“SMAIR”).
- 4.10 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

## **5. COMMUNICATIONS PROTOCOL**

- 5.1 The Service Manager acknowledges that they have been informed by the Minister that under the terms of the CMHC – Ontario Affordable Housing Program Agreement all publicity, including written materials respecting the Housing Allowance Program must recognize the contributions of CMHC, the Minister and the Service Manager. The Service Manager further acknowledges that they have been informed by the Minister that the CMHC – Ontario Affordable Housing Program Agreement requires the Minister to co-ordinate with CMHC and/or obtain CMHC’s approval with respect to communications and signage. The Service Manager agrees that they shall not do or omit to do any act which will cause the Minister to be in breach of the terms of the CMHC – Ontario Affordable Housing Program Agreement referred to in this section 5.1.
- 5.2 The Service Manager shall not make any public announcement respecting the CMHC – Ontario Affordable Housing Program Agreement, insofar as it relates to the Housing Allowance Program, or respecting its participation in the Program or respecting the Program in any other respect without obtaining the prior written consent of the Minister.

- 5.3 The Service Manager acknowledges that any breach by them of sections 5.1 or 5.2 of this Agreement shall cause the Minister to be in breach of the CMHC – Ontario Affordable Housing Program Agreement.

## 6. AUDITS AND EVALUATIONS

- 6.1 The Service Manager shall prepare and maintain accurate and complete books, records and accounts for payments made in connection with the administration of the Program. The Service Manager shall make or cause to be made available to the representatives, designates, agents or independent auditors of the Minister, all documents, books, records and accounts pertaining to the administration of the Program, for the purpose of conducting such financial audits and program evaluations as the Minister may require. The Minister shall keep all personal information confidential and shall not disclose any personal information to third parties, except in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and shall use such personal information only for the purposes stated herein. Such financial audits and program evaluations shall take place during ordinary business hours.

## 7. NOTICES AND REPORTS

- 7.1 Any notice, report, invoice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if delivered personally, sent by prepaid courier service, prepaid regular mail or sent by facsimile communication, addressed as follows:

- (a) in the case of notice to the Minister:

Ministry of Municipal Affairs and Housing  
Attention: Director, Delivery Branch  
777 Bay Street, 2nd Floor  
Toronto, ON  
M5G 2E5  
Fax: (416) 585-6588

- (b) in the case of notice to the Service Manager:

**[Service Manager to insert relevant information]**

or to such other address as either party may stipulate by notice to the other.

7.2 Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is delivered, provided that if such day is not a business day, the notice or other communication shall be deemed to have been given and received on the next business day. Any notice or other Communication delivered by prepaid regular mail shall be deemed to have been received on the fifth (5th) day after the day it was mailed. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and the transmission is completed before 4:30 p.m. on that day, failing which, the notice or other communication shall be deemed to have been given and received on the next business day.

## **8. TERMINATION**

8.1 The Service Manager may terminate this Agreement prior to the expiration of the Term, on twelve (12) months prior written notice to the Minister.

8.2 Where the Service Manager breaches a term of this Agreement, the Minister shall permit the Service Manager to remedy the breach, on such terms and subject to such conditions as the Minister may require.

8.3 Where the Service Manager has been permitted to remedy the breach, and:

- (a) the Service Manager does not remedy the breach as determined by the Minister; or
- (b) it becomes apparent to the Minister that the Service Manager cannot completely remedy the breach as determined by the Minister; or
- (c) the Service Manager is not proceeding to remedy the breach in a way that is satisfactory to the Minister;

the Minister shall have the right to immediately terminate this Agreement by giving notice of termination to the Service Manager.

8.4 In the event of termination of this Agreement by the Minister, the effective date of termination shall be the date specified in the notice of termination.

8.5 Upon termination of this Agreement pursuant to paragraphs 8.1 or 8.4, the Minister may demand the repayment of any funding remaining in the possession or under control of the Service Manager.

8.6 The Minister, in his sole discretion, may require the Service Manager to repay all of any part of the funding that is not expended in a manner consistent with the provisions of this Agreement and, in particular, paragraph 3.0 hereof, based solely upon the Minister's assessment of the reports provided to the Minister pursuant to

paragraphs 4.6 or 4.7 of this Agreement.

- 8.7 If the Service Manager uses the funding for purposes other than the Program, the Minister may demand the payment of monies equal to those used by the Service Manager for such purposes.
- 8.8 If the Minister demands the repayment of, or funds equal to, any part of the funding, the amount demanded shall be deemed to be a debt due and owing to the Minister and the Service Manager shall pay the amount to the Minister immediately, unless the Minister directs otherwise.
- 8.9 The Minister reserves the right to demand interest on any amount owing by the Service Manager at the then current rate charged by the Province of Ontario on accounts receivable.

## **9. GENERAL**

- 9.1 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement, other than as expressed in writing in this Agreement.
- 9.2 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 9.3 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 9.4 Time shall be of the essence in all respects in this Agreement, provided that the time for doing or completing any matter pursuant to this Agreement may be extended or abridged by agreement in writing, signed by the Minister and the Service Manager or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 9.5 The Service Manager shall not assign this Agreement without the prior written consent of the Minister, which consent may be withheld, in the Minister's sole discretion.
- 9.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of paragraph 9.5, restricting the Service Manager's ability to assign this Agreement.

- 9.7 This Agreement may be amended on the mutual consent of the parties, provided that any amendment shall be in writing, duly executed by the parties.
- 9.8 The Minister, his officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages or injury to the Service Manager arising out of or in any way related to the Program or this Agreement.
- 9.9 The Service Manager shall indemnify the Minister, his officers, employees and agents from and against all costs incurred as a result of any claim or proceeding related to the Program, unless such costs were caused by the negligence or wilful act of an employee of the Minister.
- 9.10 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision shall be deemed to be severed.
- 9.11 A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 9.12 Neither party shall be responsible for any damage caused by delay or failure to perform the terms of this Agreement resulting from matters beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

This Agreement has been executed by the parties.

**HER MAJESTY THE QUEEN IN  
RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER  
OF MUNICIPAL AFFAIRS AND  
HOUSING**

Per: \_\_\_\_\_

Print Name:

Title:

Pursuant to Delegated Authority

[Insert name of **SERVICE MANAGER**]

Per: \_\_\_\_\_

Print Name:

Title:

c/s

Per: \_\_\_\_\_

Print Name:

Title: