

RENT BANK AGREEMENT

This Agreement is effective as of April 1, 2009

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
(the "Ministry")

- and -

City of Ottawa (the "Recipient")

Background:

The Recipient has been delivering a rent bank program under an agreement with the Ministry signed on **October 27, 2004**;

Purpose of the Agreement:

The Ministry intends to provide funds to the Recipient to assist the Recipient to operate a new rent bank program ("Program") under this Agreement.

Purpose of the Program:

The purpose of the Program is to provide immediate assistance to low-income households that, due to an emergency or unforeseen circumstance, are in short-term arrears and facing eviction.

Consideration:

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

1.0 Interpretation and Definitions

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of this Agreement; they are for reference only and shall not affect the interpretation of this Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
and

(e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 25.1.

“**Effective Date**” means the date set out at the top of this Agreement.

“**Household**” means an individual who lives alone or two or more individuals who live together and who pay rent in return for the right to occupy a rental unit.

“**Loan Repayment Funds**” means the money the Recipient receives from applicants for the repayment of loans made under the Program.

“**Local Rules**” means the rules for the Program set by the Recipient for the Recipient’s Service Manager Area.

“**Parties**” means the Ministry and the Recipient.

“**Program**” means the Recipient’s rent bank program funded and operating under this Agreement.

“**Program Funding**” means the money the Ministry provides to the Recipient pursuant to this Agreement.

“**Recipient’s Service Manager Area**” means the Service Manager’s geographic area as set out in the *Social Housing Reform Act, 2000*, Ontario Regulation 638/00, as amended.

2.0 Term of this Agreement

2.1 The initial term of this Agreement shall commence on the Effective Date and end on the date that is one year following such date (the “**Expiry Date**”). Notwithstanding the foregoing, this Agreement shall automatically renew for a one year term on each successive anniversary date of the Expiry Date unless the Ministry provides the Recipient with written notice of the termination of this Agreement at least ninety (90) days prior to any automatic renewal of this Agreement.

3.0 Representations, Warranties and Covenants

3.1 The Recipient warrants that it shall carry out and administer the Program in accordance with this Agreement, including Schedule “A” and the rules as set out in articles 5.0, 6.0 and 7.0.

3.2 The Recipient warrants that it shall carry out and administer the Program in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Program.

3.3 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it will provide the Ministry with proof, on or before October 31, 2009, that the Recipient's Council or Board, as appropriate, has approved the Program, including whether the Program is loan, grant, or loan and grant based.

4.0 Ministry Program Funding

- 4.1** The Ministry will provide annual Program Funding in the amount of **\$368,402** to the Recipient which the Recipient shall place in an interest-bearing account at a Canadian financial institution.
- 4.2** Despite section 4.1, the Ministry, in its sole discretion, may adjust the amount of the annual payment referred to in section 4.1.
- 4.3** Despite section 4.1, the Ministry, in its sole discretion, may require the Recipient to repay some or all of the Program Funding based upon the Ministry's assessment of the Recipient's annual audited financial statements and/or reports provided to the Ministry pursuant to article 15.0 and/or Schedule "A" of this Agreement.
- 4.4** Despite section 4.1 the Ministry, in its sole discretion, may adjust the amount of the annual payment referred to in section 4.1 and/or require the Recipient to repay some or all of the Program Funding should the Recipient breach any terms of this Agreement.
- 4.5** Despite section 4.1, the Ministry, in its sole discretion, may adjust the annual payment referred to in section 4.1 if the Ministry determines a need to constrain public expenditures.
- 4.6** Despite section 4.1, and pursuant to the provisions of *the Financial Administration Act* (Ontario), as amended, if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment that the Ministry is obligated to make under this Agreement, the Ministry shall not be obligated to make the payment and may, if it so chooses, terminate this Agreement upon notice to the Recipient.

5.0 Provincial Rules for Use of Program Funding

- 5.1** The Recipient shall use the Program Funding in accordance with the following rules:
 - (1) Up to a maximum of 10% of the Program Funding is to be used for the Program's administrative costs;
 - (2) The remainder of the Program Funding is to be used to provide assistance for applicants under the Program as follows:
 - (a) Payments of Program Funding for applicants shall be in the form of a loan and/or grant;

- (b) Payments of Program Funding for applicants shall be based on an application process to be used by applicants to apply for Program Funding;
- (c) The rules for the application process shall be Local Rules set by the Recipient for the Recipient's Service Manager Area;
- (d) The Recipient shall evaluate each applicant's application for Program Funding on an individual basis;
- (e) The Recipient shall take into account the applicant's needs and the potential for long-term housing, before considering an application for Program Funding;
- (f) The Program Funding shall only be used for payment of rent arrears;
- (g) The Recipient shall provide Program Funding to only one applicant per Household and shall do so no more than once every two years from the date of receipt by the applicant of the Program Funding;
- (h) Notwithstanding (g), where an applicant receives Program Funding as a loan and the applicant has repaid the loan in full within two years of the date of the applicant's receipt of the loan, the Recipient may after such repayment provide Program Funding to the applicant, or another member of the applicant's Household, even though the two year period referred to in (g) may not have expired.; and
- (i) The Recipient shall ensure that the Program Funding to applicants is paid to the applicant's landlord and not to the applicant.

5.2 The Recipient shall use the Program Funding in accordance with the Provincial Rules set out in section 5.1 and effective October 1, 2009 in accordance with the following additional Provincial Rules:

- (1) The applicant must be a resident of the Recipient's Service Manager Area and meet requirements for status in Canada;
- (2) The applicant must be in immediate danger of losing his or her residence due to unpaid rent;
- (3) The applicant's Household income must be below the household income limits as set by the Ministry from time to time;
- (4) The applicant's Household must not be receiving Rent-Geared-to-Income assistance; and
- (5) Program Funding for each approved applicant shall not exceed two times the average market rent for the Recipient's Service Manager Area as set by the Ministry from time to time.

6.0 Local Rules for the Use of Program Funding

- 6.1 In addition to the Local Rules required under section 5.1(2)(c), the Recipient may establish Local Rules for the use of Program Funding that are more stringent than the Provincial Rules under article 5.0.
- 6.2 Where the Recipient's Local Rules conflict with the Provincial Rules set out in sections 5.1 and 5.2, the Provincial Rules in sections 5.1 and 5.2 govern with respect to the use of Program Funding under this Agreement.
- 6.3 The Recipient shall provide the Ministry, on or before October 31, 2009, with proof that the Recipient's Council or Board, as appropriate, has confirmed that the Recipient's Local Rules for the use of Program Funding are in compliance with this Agreement and the purpose of the Program.

7.0 Local Rules for Use of Loan Repayment Funds

- 7.1 Where a Recipient provides Program Funding as a loan, it shall establish Local Rules for the repayment of such loans and may, in addition establish Local Rules for the Recipient's use of Loan Repayment Funds
- 7.2 Where the Recipient receives Loan Repayment Funds from applicants the Recipient shall use such Funds for the Program either in accordance with the rules under articles 5.0 and 6.0 or its Local Rules established under section 7.1 for the use of Loan Repayment Funds.
- 7.3 The Recipient shall provide the Ministry, on or before October 31, 2009, with proof that the Recipient's Council or Board, as appropriate, has confirmed that the Recipient's Local Rules for the use of Loan Repayment Funds are consistent with the purpose of the Program.

8.0 Interest

- 8.1 The Recipient shall, under Schedule "A", account to the Ministry on the interest earned on the Program Funding placed by the Recipient in the interest-bearing account to the date specified by the Ministry.
- 8.2 All interest earned on the Program Funding is to be used by the Recipient as if such monies were Program Funding and in accordance with articles 5.0 and 6.0.

9.0 Conflict of Interest

- 9.1 The Recipient shall ensure that the Program is administered and carried out without a conflict of interest by any person associated with the Program in whatever capacity and the Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

9.2 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. Nothing in this section shall prevent the Recipient, if it so chooses, from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Program.

10.0 Freedom of Information and Protection of Privacy

10.1 FIPPA. The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.

11.0 Limitation of Liability

11.1 The Ministry, its officers, employees and agents shall not be liable for any direct, incidental, indirect, special or consequential damages or injury of the Recipient arising out of or in any way related to the Program or this Agreement.

12.0 Indemnity

12.1 The Recipient shall indemnify and hold harmless the Ministry, its officers, employees and agents from, and against all costs incurred, as a result of a claim or proceeding related to the Program and/or this Agreement, unless it was caused by the negligence or wilful act of an employee of the Ministry.

13.0 Insurance

13.1 The Recipient should carry all the necessary and appropriate insurance that a prudent person in the business of the Recipient would maintain. The Recipient is responsible for its own insurance and is not covered by the Province of Ontario's insurance program. No protection will be afforded to the Recipient by the Government of Ontario for any claims that may arise out of this Agreement.

14.0 Communication Protocol

14.1 The Recipient shall coordinate all communications activities, including media releases, relating to the Program jointly with the Ministry.

14.2 The Recipient shall make the details of its Program available to the public.

14.3 Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Program using the statement provided below:

This project has received funding support from the Ontario Ministry of Municipal Affairs and Housing.

14.4 In the material the Recipient publishes relating to the Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Ministry.

15.0 Reports

15.1 The Recipient shall submit to the Ministry at the address provided in section 18.1:

- (a) reports as set out in Schedule "A",
- (b) such other reports as the Ministry may require from time to time and
- (c) within one hundred and eighty (180) days of the Recipient's fiscal year end, either the Recipient's audited financial statements, or a rent bank audit attached as an addendum to a municipal or third party audit, or a certificate of the chief financial officer of the Recipient, certifying the amount of Program Funding that the Recipient used in the last fiscal year and confirming that all such funds were used in accordance with this Agreement at the discretion of the Recipient.

15.2 For the purposes of the first Program Funding year, expenditures incurred in accordance with this Agreement from April 1, 2009 to December 31, 2009 may be included in the Recipient's annual report under Schedule "A".

15.3 The Recipient shall, upon the Ministry's request, provide the Ministry with details of its Local Rules under section 7.1.

16.0 Termination by Ministry

16.1 Where the Ministry is of the opinion that the Recipient has breached a term of this Agreement and the Ministry, in its sole discretion, considers the nature of the breach to be such that it cannot be remedied, the Ministry may, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement upon giving at least thirty (30) days notice to the Recipient.

16.2 Where the Ministry is of the opinion that the Recipient has breached a term of this Agreement and the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Recipient the opportunity to remedy the breach, the Ministry may give the Recipient an opportunity, as determined by the Ministry, to remedy the breach.

16.3 If the Ministry has provided the Recipient with an opportunity to remedy the breach, and

- (a) the Recipient does not remedy the breach as determined by the Ministry;
or

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

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipient.

16.4 In the event of termination pursuant to this section, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

17.0 Grant Funding Upon Termination and/or Misuse

17.1 If this Agreement is terminated by the Ministry, the Ministry may demand the repayment of any Program Funding remaining in the possession or under control of the Recipient.

17.2 If the Recipient uses the Program Funding for purposes other than the Program and/or not in accordance with this Agreement, the Ministry may demand the payment of funds equal to the Program Funding provided to the Recipient, including Program Funding already used by the Recipient, or any part of such Program Funding.

17.3 If the Ministry demands the repayment of, or funds equal to, any part of the Program Funding the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

17.4 The Ministry reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable.

18.0 Notices

18.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be delivered personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing. All notices or communications shall be addressed as follows:

To the Ministry:

Ministry of Municipal Affairs
and Housing
777 Bay Street
Toronto ON, M5G 2E5

To the Recipient:

City of Ottawa
100 Constellation Cresc. 8th floor
Ottawa, Ontario
K2G 6J8

Attention:

Manager,
Housing Programs Branch

Fax: (416) 585-7003
Telephone: (416) 585-7201

Attention:

Ms. Janice Burelle
Acting General Manager

Fax: (613)-580-2648
Telephone: 613-580-2424 (Ext. 24366)

18.2 All notices shall be effective:

- (1) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (2) seventy-two (72) hours after deposit in the mail when the notice is sent by certified, registered or postage prepaid mail.

19.0 Severability of Provisions

19.1 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.

20.0 Waiver

20.1 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.

21.0 Assignment of Agreement

21.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of the Ministry.

22.0 Governing Law

22.1 This Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

23.0 Circumstances Beyond the Control of Either Party

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under 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.

24.0 Survival

24.1 The provisions in articles 5.0 (Provincial Rules for the Use of Program Funding), 6.0 (Local Rules for Use of Program Funding), 7.0 (Local Rules for Use of Loan Repayment Funds), 8.0 (Interest), 11.0 (Limitation of Liability), 12.0 (Indemnity), 13.0 (Insurance), 15.0 (Reports), 17.0 (Grant Funding upon Termination and/or Misuse), and Schedule "A" shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

25.0 Schedules

25.1 This Agreement includes the following schedule:

- (1) Schedule "A" - Accounting and Reporting Requirements.

26.0 Entire Agreement

26.1 This Agreement together with the attached Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and Agreements.

26.2 This Agreement may only be modified by a written agreement duly executed by the Parties.

26.3 Despite section 26.2, the Ministry, at its sole discretion, may modify Schedule "A".

27.0 Ministry Notifications

27.1 The Recipient shall comply with all written notifications relating to the Program and/or this Agreement that the Ministry may give to the Recipient from time to time.

28.0 Third Parties

28.1 The Recipient shall ensure that all third parties involved in the administration and delivery of the Program and the carrying out of this Agreement are bound by, and comply with, the terms of this Agreement, including Schedule "A".

IN WITNESS WHEREOF the Parties have executed this Agreement.

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

Signature: _____

Name: Kathleen Blinkhorn

Title: Assistant Deputy Minister, Housing Division

Date:

City of Ottawa

Signature: _____

Name:

Title :

Date:

I have authority to bind City of Ottawa

Schedule "A" – Accounting and Reporting Requirements

RECORDS

In carrying out, delivering and administering the Program and this Agreement, the Recipient:

- a) shall conduct itself in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Program;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Program Funding or otherwise to the Program and/or this Agreement in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the Program Funding or otherwise to the Program and/or this Agreement, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Recipient's premises to review the status and manner of operation of the Program and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Recipient which relate to the Program Funding or otherwise to the Program and/or this Agreement. The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.

Clauses (b) through (d) above shall survive expiry or termination of this Agreement for a period of seven (7) years.

REPORTING

By March 31 in each year, the Recipient shall prepare and submit to the Ministry an annual report on its use of Program Funding and interest under article 8.0 during the previous funding year (being the previous period from January 31 to December 31) which shall include:

- a) the number of families/individuals assisted and follow-up report on clients' housing stability;
- b) the total dollar amount spent on assistance, in total and per client;
- c) the amount of money paid back to the local rent bank if applicable;
- d) the year end balance in the local rent bank;
- e) administrative costs as a percentage of total cost incurred; and

- f) name of the party administering the rent bank if not the Recipient.

For the purposes of the first Program Funding year, the Recipient shall submit the annual report for the period from April 1, 2009 to December 31, 2009.

The Recipient shall ensure that all reports are in a form satisfactory to the Ministry and are signed on behalf of the Recipient by a person authorized to sign them.