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London
CANADA

Housing Division Notice

Date: August 29, 2002

HDN# 2002 - 29

This applicable legislation/policy is to be implemented by the housing provider(s) under the following programs:

Please note, if your program is **not checked**, this change is **not applicable** to your project.

Federal Non-Profit Housing Program

Private Non-Profit Housing Program

Co-operative Non-Profit Housing Program

Municipal Non-Profit Housing Program (Pre-1986)

Local Housing Corporation

Subject: Part V Service Agreement Companion Document

Background:

The Part V Service Agreement, effective August 1, 2002, provides for Housing Providers to perform certain duties and exercise certain powers of a Service Manager under the Social Housing Reform Act 2000. These duties are reflected in the City of London Social Housing Transfer Plan as approved by Council in May 2001.

The attached companion document is for discussion purposes only. Any legislation noted is not to be considered an interpretation, but has been included to facilitate a review of the document. In the event of a discrepancy the legislation prevails. Please advise the Housing Division if any policy, guideline or procedure is difficult to understand.

Louise Stevens
Director of Housing

Attachment

*This document is for discussion purposes only.
Legislation noted is not to be considered an interpretation, but
has been included to facilitate a review of the document.
In the event of a discrepancy the legislation prevails.*

Part V Agreement

This Agreement effective the first day of August, 2002.

Between:

The Corporation of the City of London,
(hereinafter referred to as the "service manager")

OF THE FIRST PART;

-and-

(hereinafter referred to as the "service provider")

OF THE SECOND PART;

WHEREAS the service manager is a service manager pursuant to the definition contained in the *Social Housing Reform Act, 2000* (hereinafter referred to as the "Act");

AND WHEREAS pursuant to Section 16 of the Act, a service manager may enter into an agreement with any person providing for that person to perform all or some of the duties or exercise all or some of the powers of a service manager under the Act with respect to all or part of the service manager's service area;

AND WHEREAS the service manager wishes to enter into an agreement with the service provider pursuant to Section 16 of the Act in respect of certain duties and powers of the service manager as set out in the Act;

AND WHEREAS the service provider wishes to enter this agreement (hereinafter referred to as the "Agreement") with the service manager in respect of certain duties and powers contemplated in the Act and as set out herein;

NOW THEREFORE WITNESSETH in consideration of the sum of Ten Dollars (\$10.00) paid by the service manager to the service provider and in consideration of the covenants and agreements herein contained and such other consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

**Part I
GENERAL AND APPLICATION**

- 1.01 This Agreement shall commence as of August 1, 2002 and shall continue until August 1, 2002 pursuant to the terms of the Agreement.
- 1.02 The service provider acknowledges and agrees that any words or phrases contained in this Agreement shall have the same meaning as contained in the Act and the Regulation thereunder, being Ontario Regulation 298/01 (the "Regulation") all as may be amended from time to time.
- 1.03 The service manager and service provider shall at all times observe and comply with the terms of this Agreement.
- 1.04 For the purposes of this Agreement a designated housing project is the one or more housing projects designated as such in Schedule "1" attached hereto for the purpose of any one or more parts of this Agreement.
- 1.05 For greater certainty, the service manager acknowledges and agrees that this Agreement does not confer any ownership rights in the real property of the service provider.

It's up to the Board of each project to ensure that staff are qualified and trained to perform the duties of the job.

**Part II
APPLICATIONS**

- 2.01 The service manager shall be responsible for the co-ordinated access/central waiting list system, which will receive applications for all rent-geared-to-income assistance for any designated housing project in London & Middlesex and determine initial eligibility in accordance with the Act and Part II of the Regulation.

The Regulation referred to is 298/01 – Amended to O.Reg. 452/01. Sections 5 and 6 contain the requirements for receiving applications. Since Housing Providers are not being asked to verify the information [the Housing Access Centre (HAC) will check the application for completeness] site staff need only to make sure the application is signed by all household members 16 years of age and up. Alternative Housing Providers must ensure that the households applying directly to them meet their mandate.

- 2.02 In connection with the receipt of applications, the service manager will prepare and implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives, including without limitation whatsoever, those dealing with the following items:
- (a) the type, quality and nature of information and documents required by an applicant or any member of a household;
 - (b) the type of verification required by an applicant or member of a household regarding any income or assets;

- (c) whether an appraisal or other information is required by an applicant or others to verify the value of certain assets, and if so, the type of appraisal or information that is acceptable;
- (d) the circumstances, pursuant to subsection 5(6) of the Regulation, under which an applicant need not comply with subsections 5(2) and 5(5) of the Regulation; and
- (e) the circumstances, pursuant to subsection 5(10) of the Regulation, under which a household or a third party shall not be required to provide information or a document.

HAC must give notice to the applicant within 7 business days advising whether or not the application is considered to be complete. Housing Providers must get the applications in as quickly as possible to enable them to meet these tight timelines.

2.03 The service manager will prepare a standardized application form(s) in connection with applications for rent-geared-to-income assistance. The service manager may amend or modify the applications from time to time as it deems necessary or desirable.

You will receive various forms of communication as information becomes available and policies /procedures are established.

2.04 The application form shall contain requests for information and documents, as required by the service manager from the applicant, and the service manager shall establish the standards by which the nature and quality of the information required of the applicant can be verified. The service manager shall be responsible for both receiving the information and documents from the applicant and determining whether or not the information and documents submitted meet the standards that have been established.

A revised form will be written to ensure it meets the requirements of the legislation and reflects the information decided to be acceptable at the point of application.

2.05 The service manager and the service provider will comply with Section 162 of the Act and in particular, the prescribed standards for the collection, use, disclosure and safe-guarding of privacy of personal information and for a person's access to his or her personal information. The service manager and the service provider as applicable will ensure that all applicants for rent-geared-to-income assistance for a designated housing project are notified of the right to share information pursuant to Section 165 of the Act for the purposes of making decisions or verifying eligibility for assistance under the Act.

***Social Housing Reform Act*, Section 162 does not provide specifics for the collection of personal information, but Providers have been expected to maintain confidentiality and ensure that personal information is secured.**

***Social Housing Reform Act*, Section 165 (1)states "each administrator, each housing provider...may share with any of the following persons personal information that is in their possession and was collected under this Act, the *Ontario Works Act, 1997*, the *Ontario Disability Support Program Act 1997*, or the *Day Nurseries Act*, if the information is necessary for the purposes of making decisions or verifying eligibility for assistance under this or those Acts:**

1. With one another
2. With the Director appointed under the Ontario Disability Support Program Act, and any person exercising the Director's powers and duties
3. With the Director appointed under the Ontario Works Act, 1997 and any person exercising the Director's powers and duties
4. With the Director or an administrator appointed under the Day Nurseries Act"

Section 165 (2) Requires the notification of the household that information provided by the household may be shared as necessary for making decisions or verifying eligibility for assistance and the name, business address and phone number of a person who can answer questions and respond to complaints about the collection, use or disclosure of the information.

HAC has only 7 business days from the date of application to advise the household whether or not the application is complete. Turning over the applications as soon as possible is crucial to keeping these timelines.

The Housing Division will be working with Income Support to establish a protocol for the information exchange.

Part III ELIGIBILITY RULES

- 3.01 The service provider agrees that it shall determine the continuing eligibility for rent-geared-to-income assistance pursuant to the Act and Part III of the Regulation for any designated housing project. As part of this function, the service provider shall take all reasonable steps necessary to ensure that each household receiving rent-geared-to-income assistance complies with the requirements set out in Sections 9 and 10 of the Regulation.

Section 9 Households receiving r.g.i. agree to the divestment of residential property suitable for year round occupancy within 180 days after the first month r.g.i. is received or after the interest in the property is acquired if gained while receiving r.g.i.. (E.g. inherits a house)

- 180 days can be extended at your discretion if appropriate to do so
- must be extended for S.P.P. household if the person believes to comply puts them at risk

N.B.: the divestment of property refers only to residential property and does not apply to such assets as a parcel of land with no buildings on it.

Section 10 Household must give notice in writing of changes within 30 days

- documentation may be submitted within a period of time determined to be appropriate under the circumstances since Housing Providers are doing this on behalf of the Service Manager
- does not apply to alternative Housing Providers for homeless and hard to house where it might not be appropriate to have this expectation

- 3.02 In connection with the determination of continuing eligibility for rent-geared-to-income assistance, the service provider agrees to implement, follow, adhere to and comply with Sections 7, 9 and 10 of the Regulation and all written policies, guidelines, procedures or directives established by the service manager from

time to time in connection therewith and in particular, but without limitation whatsoever, those matters, in whole or in part, set out in subsections 7(1)(e)(i), 7(1)(e)(ii), 7(1)(f)(i), 7(1)(f)(ii), 7(1)(g), 7(1)(h), 7(2), 7(3), 7(5), 9(3) and 10(b).

Section 7 Outlines eligibility rules

- At least one member of the household must be 16 or older and be able to live independently
- Each member of the household is at least one of the following
 - Canadian Citizen
 - Has been granted status as a permanent resident
 - Refugee claimant
- No deportation order, departure order or exclusion order exists against any member of the household.

Section 7(1) (e) No member of the household (unless S.P.P.) owes arrears with respect to a housing program or if there are arrears there is a repayment agreement that is being observed.

Section 7(1) (f) (i) For S.P.P.'s owing rent on a unit where they were joint tenants with the abuser you must be satisfied that

- extenuating circumstances exist, or
- a repayment agreement for 50% of the arrears exists and the intent to repay is proven satisfactory.

Section 7(1) (f) (ii) For S.P.P.'s owing rent on any other unit

- extenuating circumstances exist, or
- there is an agreement for repayment of the arrears that satisfactorily demonstrates the intent to pay.

Section 7(1) (g) No member of the household has been convicted of an offence under the Criminal Code in relation to receiving r.g.i. or

Section 7(1) (h) Found by the Ontario Rental Housing Tribunal to be guilty of misrepresentation.

Section 7(2) Is able to live independently.

Section 7(3) If Housing Providers think a household may be eligible to receive income they are not receiving Housing Providers shall give them written notice requesting them to apply for that income, includes: Ontario Works, Child Support, Unemployment Insurance Benefits, Old Age Pensions, GAINS, Guaranteed Income Supplement, C.P.P., Immigration Support.

Section 7(5) Household doesn't respond to a notice within a specified period of time or didn't make reasonable efforts to pursue income within a specified period of time makes household ineligible for r.g.i.

Section 9(3) Refers to extending the time for divestment.

Housing Providers will be notified if a new policy is developed for this.

Section 10(b) Extending the time for submission of documents.

Standards may be set for this in the future, but Housing Providers must use their discretion for now.

- 3.03 The service provider acknowledges and agrees that the service manager is entitled to establish local eligibility rules pursuant to Sections 8, 13 and 17 of the Regulation. The service provider agrees that in performing the function of determining the continuing eligibility for rent-geared-to-income assistance pursuant to the Act and Sections 7, 9 and 10 of the Regulation for a designated

housing project, it shall implement, observe and comply with all local eligibility rules established by the service manager in accordance with Sections 8, 13 and 17 of the Regulation.

Areas of flexibility will be reviewed and local rules may be established in the future by the Housing Division for ...

Section 8 Household income limits

Household asset limits

Section 13 Absence from unit affecting eligibility for r.g.i. (cannot be less than 60 consecutive days)

Section 17 Lengthening the time for ineligibility for r.g.i. beyond 2 years if convicted of misrepresentation under Criminal Code and found guilty by ORHT

3.04 The service manager agrees to notify the service provider in writing of the local eligibility rules established from time to time by the service manager pursuant to the Act and Sections 8, 13 and 17 of the Regulation. In addition, the service manager agrees to notify the service provider in writing of changes to any local eligibility rules and in particular, but without limitation, any changes to:

- (a) the maximum gross household income amounts that are to apply to units in the service area pursuant to subsection 8(2) of the Regulation;
- (b) the maximum aggregate household assets amounts applicable to units in the service area pursuant to subsection 8(4) of the Regulation;
- (c) the specified payments to be excluded for the purpose of determining the gross household income of a household pursuant to subsection 8(10) of the Regulation;
- (d) the specified things that shall not be included in assets for the purpose of subsection 8(11) of the Regulation;
- (e) the circumstances in which a household either satisfies or fails to satisfy the requirements of subsections 13(1)(b) and (c) of the Regulation; and

Section 13 refers to establishing time limits for a household to be absent from a unit.

- (f) the maximum absence period for the purpose pursuant to subsection 13(2) of the Regulation.

3.05 The service provider agrees that in connection with a designated housing project, it shall review the continuing eligibility for rent-geared-to-income assistance in accordance with Part III of the Regulation and determine:

- (a) whether such households continue to be eligible for rent-geared-to-income assistance pursuant to Section 11 of the Regulation for the designated housing project(s), and

Section 11 Eligibility shall be reviewed at least once in a 12 month period

- (b) whether the size and type of unit is within the range in respect of which each household is eligible to receive rent-geared-to-income assistance

under the applicable occupancy standard pursuant to Section 32 of the Regulation.

Section 32 Housing Providers must determine whether or not household still meets the requirements for unit size.

As part of the above described responsibilities, the service provider shall determine whether a household receiving rent-geared-to-income assistance ceases to be eligible for assistance pursuant to Section 12 of the Regulation.

Section 12 Sets out the circumstances when a household ceases to be eligible for r.g.i.

- (a) it's discovered that the household did not meet an eligibility requirement either initially or in a subsequent review - Section 7(1)
- (b) the household ceases to be an eligibility requirement - Section 7(1)
- (c) the household is ineligible because it didn't respond to a notice or didn't pursue income - Section 7(5)
- (d) the household is ineligible because of a local eligibility rule established by the Service Manager regarding household income limits - Section 8
- (e) the household is ineligible because of a local eligibility established by the Service Manager regarding household asset limits - Section 8
- (f) the household fails to provide information of a change affecting r.g.i. within 30 days of the change - Section 5 (5)
- (g) household fails to comply with the divestment of property - Section 9
- (h) household fails to provide document pertaining to a change within a specified time - Section 10
- (i) household fails to comply with annual review of eligibility - Section 11
- (j) overhoused household that is on the centralized list for smaller accommodations requests to be removed from that waiting list - Section 33 (3)
- (k) the household is on the centralized waiting list for an alternate unit and refuses three offers - Section 39
- (l) the household refuses to pay the utility charges - Section 51

Section 12(4) Household is ineligible if, for 12 months, the r.g.i. rent payable by the household is equivalent to the market rent. If r.g.i. is required after 12 months, must reapply with new application date.

- 3.06 In connection with the determination of whether a household continues to be eligible for rent-geared-to-income assistance, the service provider agrees to implement, follow, adhere to and comply with Section 11 and 12 of the Regulation and all written policies, guidelines, procedures and directives established by the service manager from time to time in connection therewith and in particular, but without limitation whatsoever, those matters in whole or part, set out in subsections 11(2), 11(3) and 11(6) of the Regulation.

Section 11(2) Housing Providers may review the household's continued eligibility more than once per year if such a review is considered to be "desirable".

Section 11(3) The household, subject to the review, shall provide such information and documents requested.

Section 11(6) Requesting written verification of income and assets, written appraisals of assets at household's expense (e.g. real estate). Cannot force household to provide documentation if satisfied household is unable to do so (e.g. household member's employer loses job and company is out of business). S.P.P.'s are not to be refused if household member believes obtaining document puts them at risk.

3.07 In carrying out its responsibilities set out in this Part III, the service provider agrees to observe and comply with Sections 14, 15, 16 and 32 of the Regulation. In respect of Section 15 and subsection 32(2) of the Regulation, the service provider shall provide any notices contemplated or required thereunder.

Section 14 If a household ceases to be eligible for r.g.i.

- a) **cease to provide r.g.i. the month immediately following the 90th day after household is given written notice. Notice must include a provision advising of internal review process**
- b) **charge the unit market rent on the date noted in a).**

An internal review could reverse the ineligibility decision.

Section 15 Internal review decision

Section 16 Minimum 2 year period of ineligibility to apply if household found guilty of misrepresentation of income either by Criminal Court or by the Tribunal.

Section 32 Eligibility based on occupancy standards

Section 32(2) Requires notice to be given if the household is overhoused.

These rules are outlined in Section 33

- **household must be added to the centralized list if there are no appropriately sized units on the site;**
- **if after one year of being on the internal transfer list the household hasn't been moved, it must be added to the centralized list; and**
- **if the household requests to be removed from the centralized list for transfer it ceases to be eligible for r.g.i..**

NOTE: A household does NOT automatically become ineligible for r.g.i. because it's overhoused.

HAC provides a centralized list. Some refinements are needed to ensure complete compliance with the legislation, but this is a system that works well. Housing Providers must use the subsidiary list provided by HAC. Housing Providers must not have waiting lists, other than the subsidiary lists, except for internal transfers and, where applicable, special/alternative needs and modified unit applicants.

Section 33 Overhoused households must be added to internal transfer list if there are appropriately sized units on site. If no units available on the project, they must be added to centralized list with original date of application.

Section 36 Subsidiary lists will be provided to each Housing Provider each month. Housing Providers able to access the waiting list electronically may advise HAC if they do not wish to receive the hard copies of the subsidiary lists.

Section 37 Outlines the requirements for the centralized waiting list.

- households may apply for units as large or as small as their composition allows
- households that accept an offer for r.g.i. accommodations are removed from the waiting list
- the list of housing projects selected by the household are all to be listed and indicated on the waiting list
- households may not apply for projects if they don't meet the mandate of the project

Section 38 Allows for applications to transfer from an r.g.i. unit to one in another project. These requests are to be forwarded to the centralized list.

Section 44 Housing Providers must reconcile any old waiting lists with the current subsidiary list. If there are names on internal lists that are not on the HAC list, they should be forwarded to HAC with the original date of application.

Reg. 339/01, Section 12 (1) A housing provider shall not establish or maintain a waiting list of households eligible for rent-geared-to-income assistance other than the following:

1. A waiting list for internal transfers established and maintained in accordance with Section 11.
2. A waiting list for special needs housing established and maintained in accordance with Section 13.

Section 12 (2) A housing provider shall refer all households for rent-geared-to-income assistance to the service manager (HAC).

The Act, Section 77 Explains that rules for ranking/not ranking households may be established and allows for local priority rules.

Section 41 Sets out ranking according to date

- households are ranked by date of application (Housing Providers must date any applications they receive)
- although not formally adopted as a local priority rule yet, the current practice (allowable under s.s. (3) the date a household adds an additional project to its request for consideration is used as the date of application for the particular project)
- homeless and hard to house applicants living with an alternative provider retain their original date of application if applying for other r.g.i. units.

Section 42 S.P.P. households rank higher than other households not designated as S.P.P.

Date of application is used for ranking S.P.P.'s

O. Reg. 339/01, Section 18, Refusal to offer

Section 18(3) – Housing provider must notify the household of a refusal to offer.

Part IV
SPECIAL PRIORITY HOUSEHOLD CATEGORY AND PRIORITY RULES

- 4.01 In connection with the ranking of special priority households pursuant to subsection 42(2) of the Regulation, the service provider agrees to follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the service manager from time to time.

Section 42 (2) Allows for the Service Manager (HAC) to determine if one S.P.P. household is at greater risk than another. Housing Providers must not make this determination.

- 4.02 The service provider agrees to observe and comply with local Priority Rules as established pursuant to Section 77 of the Act.

Part V
OCCUPANCY STANDARDS

- 5.01 The service provider agrees to observe and comply with the provincial occupancy standards contemplated in the Act and Part V of the Regulation for the purpose of determining the size and type of unit in respect of which a household with prescribed characteristics is eligible to receive rent-geared-to-income assistance.

Provincial occupancy standards apply until local rules are established.

A household may apply to transfer to a larger or smaller unit. The household must meet the occupancy standards for the unit size requested. Applications being forwarded to HAC will be reviewed by HAC for completeness and eligibility.

Section 11 Occupancy standards must be checked at the annual review of eligibility

- 5.02 The service provider agrees that it shall receive requests and withdrawals of requests as described in Section 30 of the Regulation.
- 5.03 The service provider agrees to implement, observe and comply with the local occupancy standards established by the service manager pursuant to subsection 76(4) of the Act.

Part VI
CALCULATION OF GEARED-TO-INCOME RENT

- 6.01 The service provider agrees that it shall calculate the geared-to-income rent payable by households in a designated housing project for the purpose of Section 69 of the Act and Part VII of the Regulation.

Social Housing Reform Act, Section 69, assigns the duties of calculating rents.

Part VII of Reg. 298/01, Sections 46 to 54, outline the rules for calculating rents.

6.02 In connection with the calculation of geared-to-income rent payable by a household, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the service manager from time to time in connection with Part VII of the Regulation, including without limitation, those dealing with subsections 50(10) and 50(13) of the Regulation and the obligations and duties of the service provider thereunder.

Section 50(10) If a member of a family unit transfers, by sale, lease, gift or in any other manner his or her interest in an asset (legislation currently reads "non-income producing asset" but this is expected to be changed) to a person who is not a member of the household, less than 36 months before applying for r.g.i., the member is still deemed to have the interest in the asset unless it can be determined the transfer was done in good faith and not for the purpose of reducing imputed income to reduce r.g.i. rent.

Section 50(13) Where a household's income fluctuates from month to month, Housing Providers may use, as the adjusted family income of the family unit for a month, the average monthly adjusted family income of the family unit over such a period as considered reasonable in the circumstances.

Where possible, Housing Division will provide support to Housing Providers to facilitate the implementation of policies, etc.

6.03 The service provider agrees that it shall review the geared-to-income rent payable by households in a designated housing project in accordance with Section 52 of the Regulation and shall determine whether the rent should be reduced, be increased or remain the same.

Section 52 Outlines the review of geared-to-income rent payable:

- to be reviewed once every 12 months
- reviewed more frequently if considered desirable
- household shall provide such information and documents as required within the time period specified
- consent may be required of any member 16 and older for the disclosure of information required for the review
- if rent is to be reduced, the reduction takes effect on the first day of the month following the month in which the service manager gives the household written notice of the decision
- if rent is to be increased, the increase takes effect on the first day of the second month following the month in which the housing provider gives the household written notice
- where the increase in r.g.i. would be less than \$10, Housing Providers may decide to implement or not to implement the increase
- households may request internal review of decisions to increase or decrease r.g.i.

If internal review decision is to reduce, it takes effect either the first day of the month following the month in which the household is given written notice of the decision or the first day of the month following the month which the household was given notice of the decision to reduce r.g.i. (whichever is later).

If internal review decision is to increase, it takes effect the first day of the month following the month with which the household is given written notice of the decision or the first day of the second month following the month in which the household is given written notice (whichever is later).

6.04 In connection with the review of the geared-to-income rent payable by a household, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the service manager from time to time in connection with Section 52 of the Regulation, and in particular subsections 52(2), 52(3), 52(6), 52(7), 52(8) and 52(9) and the obligations and duties of the service provider thereunder.

Section 52(2) Reviewing rent more than once every 12 months.

Section 52(3) Household provides information as specified.

Section 52(6) Refers back to section 5 regarding required income and asset information including not insisting documents be provided by Special Priority households where it might put them at risk to do so.

Section 52(7) Timing around when a rent reduction takes effect.

Section 52(8) Timing around when a rent increase takes effect.

Section 52(9) Whether or not increases of less than \$10 are to be implemented.

6.05 The service provider agrees that in connection with a designated housing project, it shall, pursuant to Section 53 of the Regulation, receive notification from a household under section 10 of the Regulation of a change in income or assets of such household and re-determine the geared-to-income rent payable by such household in accordance with Section 47 of the Regulation. Incidental to these obligations, the service provider agrees to provide the notices required to be provided by the service manager pursuant to subsection 58(6) of the Regulation.

Section 53 If a household notifies the Housing Provider within 10 days of a change in income (Section 10) the r.g.i. rate shall be re-determined according to the basic rules set out in Section 47.

Section 58(6) Refers to notices of the results of internal reviews that must be given within five days after the review is completed.

6.06 In connection with the re-determination of geared-to-income rent payable by a household pursuant to Section 53 of the Regulation, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the service manager from time to time.

6.07 The service provider agrees that in connection with a designated housing project, it shall, subject to the written policies, guidelines, procedures or directives established by the service manager, require any household that has paid less geared-to-income rent for a period than it should have paid to reimburse the excess amount of rent-geared-to-income assistance pursuant to Section 54 of the Regulation and Section 86 of the Act. Incidental to these obligations, the service provider agrees to provide the notices required to be provided by the service manager pursuant to subsections 54(3) and (4) of the Regulation.

Social Housing Reform Act Section 86 allows for the collection of subsidies owing by increasing the rent by a percentage.

Section 54(2) limits increasing the monthly rent to 10% of the current r.g.i. rate for the purpose of collecting subsidies.

Section 54(1) allows for the Housing Provider to request repayment from a household of overpaid subsidies which is the difference between the amount of r.g.i. paid and the amount the r.g.i. should have been for that period.

Section 54(3) A written notice of subsidies owing must specify:

- **the amount of the increased rent payable by the household**
- **that the rent increase takes effect on the first day of the second month following the month in which the notice is given**

6.08 In connection with performing its duty to require a household to reimburse the excess amount of rent-geared-to-income assistance that it received pursuant to Section 54 of the Regulation and Section 86 of the Act, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the service manager from time to time, including without limitation whatsoever, those in relation to subsection 54(2) of the Regulation.

Part VII PROCEDURAL PROVISIONS- DECISIONS, INTERNAL REVIEWS, NOTICES

7.01 The service provider agrees that in connection with a designated housing project, it shall provide household members an opportunity to comment and give notice of that opportunity in accordance with Section 55 of the Regulation.

NOTE: Section 55 (1) Housing providers are not required to give a member of a household an opportunity to comment on information that the member provides.

Only information received from a third party would require the thirty-day opportunity to comment period. (e.g. evidence is received that a member of the household is working, but the members of the household failed to disclose the additional income). The decision does not become final until the opportunity to comment period expires.

Section 55 (4) Housing Providers must provide the household with an opportunity to comment on information that will form the basis of the Housing Provider's decision. This written notice must contain:

- (1) a summary of the information considered**
- (2) a description of the proposed decision**
- (3) a statement that any member of the household may comment on the information**
- (4) a date (at least 30 days from the date that the notice is given to the household) that will be the last date that the Housing Provider will receive comments. All members of the household may waive their rights to comment prior to the date.**

The Act does not explicitly state how comments received from a household (if any) regarding the information should be considered. However, it follows that if the information is not accurate or complete, the Housing Provider should reconsider its proposed decision in light of the "new" information.

Overview of Opportunity to Comment

- (1) Agency reviews information regarding a household;**
- (2) Based on information, the Housing Provider reaches a proposed decision;**
- (3) Prior to making a final decision that will adversely impact a household (re. Section 82 matters) Housing Provider must provide household with written notice that a decision is pending and that household members have an opportunity to comment on the information that forms the basis for the proposed decision;**
- (4) Household members must be provided with at least 30 days to comment on the information that forms the basis of the proposed decision (unless rights waived);**
- (5) After 30 day period comment period has expired Housing Provider may follow through with proposed decision or in the event the Housing Provider received comments from household regarding the completeness or accuracy of the information the Housing Provider may reach a new decision or uphold its original decision.**

Social Housing Reform Act, Section 80

Section 80 of the Act provides that prior to making a decision that will adversely affect a household in relation to matters listed in Section 82 of the Act (i.e. loss of r.g.i. status) the Housing Provider must give the members of the household an opportunity to comment on information that will form the basis of the decision.

Social Housing Reform Act, Section 82 (1)

A member of a household may request an internal review of any of the following decisions of a service manager [housing provider], supportive housing provider or lead agency:

- 1. A decision that the household is ineligible for r.g.i. assistance**
- 2. A decision that the household is ineligible for special needs housing**
- 3. A decision respecting the type of accommodation in which the household may be accommodated**

4. A decision respecting the category into which the household has been placed on a waiting list
5. A decision respecting the amount of r.g.i. payable by the household
6. A decision respecting a deferral of r.g.i. payable by the household

7.02 In connection with the provision to members of a household an opportunity to comment, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the service manager from time to time in connection with Section 55 of the Regulation.

7.03 The service provider agrees that it shall provide notices of decisions in accordance with Section 56 of the Regulation for the designated housing projects.

Section 56(1) prescribes the restrictions and requirements for written notices required under the Act:

- continued eligibility for assistance 66(2)&(5)
- type of accommodation 67(4)
- amount of r.g.i. 69(3)
- deferral of rent 70(4)
- eligibility for special needs housing 72(5)
- type of accommodation 73(4)

Section 56(2) A notice must contain a statement of the date the decision to which the notice relates was made.

- If members of the household were given an opportunity to comment under section 80 of the Act before the decision was made,
 - i) a statement of the date the notice was given
 - ii) a statement of the date before which any comments must have been received, and
 - iii) a statement of which members of the household provided comments
- If a member of the household may request an internal review of the decision under section 82 of the Act.
 - i) a statement of the reasons for the decision
 - ii) a statement that the member of the household is entitled to request a review, and
 - iii) information on how to request a review and what the deadline is for doing so.
- If no member of the household may request an internal review of the decision under section 82 of the Act, a statement that the decision is final and an internal review may not be requested.

Section 57 Requests for Internal Reviews

- a request must be in writing made to the housing provider that made the decision
- a request made by a household for an internal review must be received by the housing provider within 10 days after the day the notice is received by the household

- **the 10 time limit may be extended if the member of the household acted in good faith and was unable to comply (e.g. absence, accident, illness)**
- **a request for review may be withdrawn, but not after the review is completed (if a tenant doesn't like the decision, he can't change his mind about having had the review)**

7.04 In connection with the notices of decisions, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the service manager from time to time in connection with Section 56 of the Regulation.

7.05 The service provider agrees that it shall receive requests for internal reviews from applicants or occupant households and conduct internal reviews in accordance with Sections 57 and 58 of the Regulation.

Section 58 Conduct of Internal Reviews

- **no individual who participated in the making of the decision being reviewed shall participate in the review of that decision**
- **review shall be completed within 10 days after the request for the review is received**
- **written notice of the result of the review shall be given to the individual who requested it within five business days after the review is completed.**

7.06 In connection with the notices of decisions, the service provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the service manager from time to time in connection with Sections 57 and 58 of the Regulation.

Part VIII GENERAL

8.01 The service provider agrees that it is a duty of the service provider to make the information required in Section 60 of the Regulation available for inspection by members of the public during normal business hours. In addition, subject to the Act, the Regulations, the *Freedom of Information and Protection of Privacy Act*, and the *Municipal Freedom of Information and Protection of Privacy Act*, the service provider agrees to make all information and documentation collected or received by it in respect of the services provided hereunder available for inspection and copying by the service manager, as it reasonably requests or requires from time to time.

The Housing Division is working on ensuring the 18 points of information included in Section 60 are available to each provider. These points include the housing projects; how to apply for r.g.i.; eligibility criteria; requirements for special priority household category; rules and procedures in respect of the transfer of households to a unit operated by a different housing provider; how to apply for special needs housing etc.

Members of the public have the right to make copies of the information at their own expense.

8.02 The service provider shall at all times maintain full and complete records of all applications, reviews, notices, agreements, undertaking, documents, papers and information which it receives or produces in respect of the services provided hereunder.

- 8.03 In accordance with subsection 16(5) of the Act and upon reasonable notice by the service manager, the service provider agrees to:
- (a) provide the service manager such reports, documents and information as the service manager may request relating to the performance of the service manager's duties and the exercise of the service manager's powers delegated to it under this agreement; and
 - (b) give the requested reports, documents and information to the service manager at the times and in the form and manner requested by the service manager.

Ten days notice would be given for routine checks such as reviews of r.g.i. calculations or audits.

This would only occur if there was cause for concern because of reported irregularities or potential legal issues.

Part IX DEFAULT, ENFORCEMENT, REMEDIES

- 9.01 In the event that the service provider fails to observe or comply with any term of this Agreement, in whole or in part, the service manager shall be entitled to serve a notice of default on the service provider at its address for service specifying the nature of the default. In the event that the service provider fails to remedy such default within thirty (30) days following the date of such notice (or such longer or shorter period of time as deemed appropriate by the service manager in the circumstances), the service manager shall be entitled to take any one or more of the following steps:
- (a) remedy such default on behalf of the service provider;
 - (b) suspend or terminate the right and/or obligation of the service provider to perform any one or more service(s) on behalf of the service manager in connection with one or more specific household(s);
 - (c) suspend or terminate the right and/or obligation of the service provider to perform any one or more service(s) on behalf of the service manager for one or more specific housing provider(s) or housing project(s);
 - (d) suspend or terminate the right and/or obligation of the service provider to perform any one or more service(s) on behalf of the service manager in all or part of the service area of the service manager; or
 - (e) suspend or terminate this Agreement.

- 9.02 The service manager shall be entitled to terminate the right of the service provider to perform all or any part of the services contemplated by this Agreement without cause by providing the service provider at least ninety (90) calendar days notice in advance of termination. On the effective date of termination, the service provider shall surrender originals of all documents, applications, records, instruments, papers or other materials in its possession or control concerning the services provided by the service provider under this Agreement. Where an original is not available or where it is impractical or unreasonable to provide any original, the service provider shall provide a copy to the service manager.
- 9.03 The service provider shall be entitled to terminate its obligation and responsibility to perform all or any part of the services contemplated by this Agreement without cause by providing the service manager at least ninety (90) calendar days notice in advance of termination. On the effective date of termination, the service provider shall surrender original of all documents, applications, records, instruments, papers or other materials in its possession or control concerning the services provided by the service provider under this Agreement. Where an original is not available or where it is impractical or unreasonable to provide any original, the service provider shall provide a copy to the service manager.
- 9.04 Despite anything in this Agreement, the service provider and the service manager acknowledge and agree that the enforcement provisions under Part VI of the Act shall apply upon the occurrence(s) of a triggering event as defined in Section 115 of the Act.

**Part X
INSURANCE AND INDEMNITY REQUIREMENTS**

- 10.01 Service provider shall throughout the term of the Agreement, obtain and maintain and provide the Service Manager with satisfactory evidence of the insurance shown below from an insurer licensed in Canada and shall provide that the insurance described will not be cancelled or permitted to lapse unless the insurer notifies the Service Manager in writing at least thirty (30) days prior to the date of cancellation or expiry:
- (a) Third party general liability insurance covering the work and services described in this Agreement. Such policy shall include non-owned automobile liability, personal injury, contractual liability, contingent employer's liability, cross liability and severability of interest clauses. Such insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the Service Manager as an additional insured with respect to all of Service provider's responsibilities relating to this Agreement and;
 - (b) Automobile liability insurance for an amount not less than two million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

- 10.02 Prior to the effective date of this Agreement, and thereafter as required, Service provider shall furnish the Service Manager with the necessary evidence of insurance described above, together with a Waiver from the Workplace Safety and Insurance Board. The Service Manager reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this Agreement.
- 10.03 The Service Provider shall indemnify, defend and save the Service Manager harmless from and against all claims, actions, losses, expenses, costs, damages, liability and costs of defence of every nature and kind whatsoever which the Service Manager, its officers, employees, servants, or agents may suffer as a result of the negligence of the Service Provider, its employees, officers or agents in the performance of this Agreement.
- 10.04 The Service Manager shall indemnify, defend and save the Service Provider harmless from and against all claims, actions, losses, expenses, costs, damages, liability and costs of defence of every nature and kind whatsoever which the Service Provider, its officers, employees, servants, or agents may suffer as a result of the negligence of the Service Manager, its employees, officers or agents in the performance of this Agreement.

PART XI MISCELLANEOUS

- 11.01 The service provider acknowledges and agrees that the service manager may supplement any existing policy, guideline, procedure or directive or introduce any new policy, guideline, procedure or directive as it deems necessary or desirable from time to time in connection with any matter or issue contemplated in this Agreement and within thirty (30) days following written notice of issuance by the service manager in accordance with this Agreement, the service provider agrees to implement, follow, adhere and comply with all such supplemented or new policy, guideline, procedure or directive, as the case may be.
- 11.02 The service provider acknowledges and agrees that the service manager may amend, modify or eliminate any existing policy, guideline, procedure or directive previously issued by it in connection with any matter or issue contemplated in this Agreement and within thirty (30) days following written notice of issuance by the service manager in accordance with this Agreement, the service provider agrees to implement such amended, modified or eliminated policy, guideline, procedure or directive, as the case may be.
- 11.03 To the extent that the service provider finds, in carrying out its duties and responsibilities hereunder, if at all, that any policy, guideline or procedure is unclear, ambiguous or not in compliance with the Regulation or the Act, the service provider shall forthwith seek the written direction of the service manager in connection therewith and thereafter follow the written direction of the service manager. In addition, if the service provider has any questions about the interpretation of any written policy, guideline, procedure or directive, the service provider will refer it to the service manager and the service provider will follow the written direction of the service manager relating to it.

- 11.04 The service provider acknowledges and agrees that this Agreement, or any part thereof, or any services hereunder may not be assigned or transferred in any manner or respect whatsoever, without the express prior written consent of the service manager.

Advise the Housing Division if policies are difficult to understand. They are being written to make sure Housing Providers follow the guidelines so they must be clear.

- 11.05 The parties hereto acknowledge and agree that this Agreement may not be modified or amended unless done so in writing and signed by the authorized signing officers of the parties.
- 11.06 The service provider agrees to make staff available for training by the service manager, where the service manager deems it to be reasonably necessary, in its sole discretion, with such training to be arranged for times mutually agreed to by the service manager and the service provider, and the service provider shall be responsible for the cost of making its staff available for such training.
- 11.07 Failure by either party to require performance of any term, agreement, obligation or condition herein contained shall not be deemed to be a waiver of such term, agreement, obligation or condition or of any subsequent breach of the same or of any other term, agreement, obligation or condition herein contained. No term, agreement, obligation or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by the parties.
- 11.08 The Agreement and the schedules if any, attached hereto and forming a part hereof, set forth all the terms, obligations, covenants, promises, agreements, conditions and understandings between the service manager and service provider concerning the duties, responsibilities and functions of the service manager to be performed by the service provider and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the either party unless reduced to writing and signed by them.
- 11.09 Any notice to be given under the terms of this Agreement shall be sufficiently given if delivered by hand, fax or mail (postage pre-paid and registered) to the party for whom it is intended and in all cases addressed to the party for whom it is intended, in the case of notice to the service manager, addressed to the service manager at: **The City of London, Housing Division, 267 Dundas Street, London Ontario, N6A 1H2, fax number 1-519-661-5804**; and in the case of the service provider addressed to it at _____, fax number _____. Either party may change the address or fax number for notice by written notice to the other. If any notice or document is so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the third business day following the date of mailing as aforesaid, and on the next business day if transmitted by fax. Any party may from time to time by notice given as provided above, change its address for the purpose of this clause

IN WITNESS WHEREOF the service manager and service provider have signed and sealed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

) **The Corporation of the City of London**

)
) Per: _____
) Mayor

)
) Per: _____
) City Clerk

)
) _____
) Date

)
) **Service provider**
) _____
) Authorized Signing Officer

)
) _____
) Name and Title (Please Print)

)
) _____
) Authorized Signing Officer

)
) _____
) Name and Title (Please Print)

)
) _____
) Date

Schedule "A"

Designated housing projects

Each housing project listed below is considered a designated housing project for the purpose of Part II of the Agreement:

1. _____
2. _____
3. _____

Each housing project listed below is considered a designated housing project for the purpose of Part III of the Agreement:

1. _____
2. _____
3. _____

Each housing project listed below is considered a designated housing project for the purpose of Part IV of the Agreement:

1. _____
2. _____
3. _____

Each housing project listed below is considered a designated housing project for the purpose of Part V of the Agreement:

1. _____
2. _____
3. _____

Each housing project listed below is considered a designated housing project for the purpose of Part VI of the Agreement:

1. _____
2. _____
3. _____

Each housing project listed below is considered a designated housing project for the purpose of Part VII of the Agreement:

1. _____
2. _____
3. _____