

## ATTACHMENT 2 - POLICY FRAMEWORK FOR GROUND LEASES WITH COMMUNITY HOUSING PROVIDERS

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### I. Policy Statement

The [HousingTO 2020-2030 Action Plan](#) ("HousingTO Plan") envisions a city in which all residents have equal opportunity to develop to their full potential. It is also centred on a human rights-based approach to housing which recognizes that housing is essential to the inherent dignity and well-being of a person and to building healthy, inclusive sustainable and liveable communities.

The City of Toronto's Policy Framework for Ground Leases with Community Housing Providers ("Policy Framework") sets out a framework to guide the City when making decisions to renew, amend, or enter into new ground lease agreements with Community Housing Providers who operate a vital part of Toronto's affordable housing stock.

This Policy Framework supports four key strategic priorities in the HousingTO Plan which are:

1. Ensure well-maintained and secure homes for renters;
2. Maintain and increase access to affordable rents;
3. Continue the revitalization of neighbourhoods; and
4. Create new rental housing responsive to residents' needs.

### II. Background

In Toronto, together with the City-owned Toronto Community Housing Corporation and Toronto Seniors Housing Corporation, there are over 200 non-profit, Indigenous and co-op Community Housing Providers that operate over 97,000 social and affordable housing units. About 75% of this stock was built before 1987.

There is a need to preserve the existing community housing stock which provides much-needed housing for many lower income households, including vulnerable and marginalized tenants. At the same time, there is an urgent need to create more affordable homes to address the needs of current and future residents.

At its meeting on December 14 and 15, 2022, City Council adopted Item [CC2.1 - 2023 Housing Action Plan](#), directing the City Manager to develop a Housing Action Plan for the 2022-2026 term of Council that will support the City in achieving or exceeding the provincial housing target of 285,000 new homes over the next 10 years.

At its meeting of March 21, 2023, the City Council's Executive Committee adopted Item EX3.1 - [Housing Action Plan 2022-2026 - Priorities and Work Plan \(the "HAP"\)](#). The HAP outlined a strong 'made-in-Toronto' multi-pronged approach to increasing housing supply, housing choice and affordability for current and future residents.

The Community Housing Modernization and Growth Strategy is one of the 54 actions outlined in the HAP. The primary objectives of the Strategy are to protect the city's existing community housing stock; improve access to safe, adequate and affordable

homes for low-and-moderate-income households; increase the supply of new affordable rental homes; and help enhance capacity of the community housing sector.

At its meeting on November 9, 2023, City Council adopted Item EX9.3 – [Generational Transformation of Toronto’s Housing System to Urgently Build More Affordable Homes](#), which directed staff to develop a Community Housing Sector Strategy aimed at protecting existing non-profit homes and co-operative homes on City land and to increase the net new community housing stock.

This Policy Framework is a key component of the Community Housing Sector Modernization and Growth Strategy, and will support delivery of the HousingTO Plan and the HAP.

### **III. Scope**

This Policy applies to all Community Housing Providers who have existing leases with the City in respect of Applicable Community Housing Lands, and applies to any subsequent Lease by the Community Housing Provider for the same Applicable Community Housing Lands. This policy does not apply to new sites for which an initial Community Housing Provider is being selected (such as through a competitive process). Leases for new sites and any exemptions from the provisions of this Policy will be subject to Council approval unless authorized in accordance with other existing delegated authorities.

### **IV. Principles**

This Policy Framework is guided by the following key principles:

- Equity;
- Collaboration;
- A human rights-based approach to housing;
- Security of tenure for residents;
- Consistency; and
- Transparency.

The Deputy City Manager, Development and Growth Services and the Deputy City Manager, Corporate Services in consultation with supporting Divisions, City Agencies and Corporations, including CreateTO, as appropriate, will review this Policy Framework at least every five years and recommend any changes to ensure that it continue to meet policy objectives.

### **V. Intended Outcomes**

This Policy Framework is not intended to conflict with any regulatory authority or statutory responsibility of the City or any other level of government, nor with the City of Toronto Municipal Code and existing City policies. Where it does conflict, the regulatory authority or statutory requirements, the City of Toronto Municipal Code and pre-existing City policies shall govern.

This Policy Framework is intended to support:

- Preservation of the existing community housing stock;
- Supporting the growth of the community housing portfolio;
- Enhancing capacity in the community housing sector; and
- Supporting the long-term operational and financial viability of Community Housing Providers.

If any organization or individual would like to request a review of a decision made in accordance with this Policy Framework, they may request a review, in writing, to the Housing Secretariat. The Executive Director or designate will review the request and make a determination and respond in writing to the requestor. The Executive Director or designate may seek input or advice from other City Divisions as appropriate. This Policy Framework and the process and instructions on how to submit a comment or concern will be posted on the City's website and be accessible in print upon request.

## **VI. Policy Framework Details**

Below are the general parameters that will govern the City when negotiating Leases with Community Housing Providers under this Policy. It is the intent of the City to commence lease negotiations with Community Housing Providers no later than twelve months' prior to the expiry of their existing lease. The City's Corporate Real Estate Management (CREM) division will identify leases with Community Housing Providers that are expiring and will then notify the City's Housing Secretariat to commence the due diligence process together.

### **1. Due Diligence**

Prior to the expiry of a lease with a Community Housing Provider (the Tenant), the City will work with the Tenant to undertake a review of the Tenant and the Applicable Community Housing Lands site.

#### *(i) Due Diligence for Tenants*

Housing Secretariat Staff will:

- Confirm the Tenant meets the eligibility criteria set out in Section 2 of this Policy.
- Where applicable, confirm the Tenant is in good standing under any Operating Agreement, or any other related agreement(s) with the City.
- Review the Tenant's Audited Financial Statements and operating budget to assess long-term financial viability and sustainability of the Tenant and the operation of the housing on the Applicable Community Housing Lands.

CREM Staff will:

- Confirm the Tenant is in good standing under the existing lease, including that all rent has been paid up to date and that there have been no unrectified breaches of their current lease(s).
- Ensure that no writ, lien, open building permit or code violation has been issued against the Tenant or in respect of the building.

## *(ii) Applicable Community Housing Lands Due Diligence*

CREM Staff will:

- Review a building condition assessment report and capital reserve fund study conducted by an accredited professional that has been conducted no earlier than three years prior to the lease term expiry.
- Review as-built drawings and a full account of what has been built, reference plans as required etc.
- Complete an updated technical review of the property to update current and future infrastructure uses and needs.
- Undertake any declare surplus steps as required.
- Conduct a title search to confirm ownership and interests registered on title to the Applicable Community Housing Lands.

Housing Secretariat and CREM Staff will:

- Assess City-building opportunities and current and future infrastructure needs in the immediate vicinity and potential impacts on the Applicable Community Housing Lands and existing residents in the short and long-term.

## **2. Eligibility Criteria**

An organization eligible under this Policy Framework must:

- Be a Non-Profit Housing Organization, a Non-Profit Housing Co-operative or an Indigenous Housing Provider, and may not be a subsidiary or related entity of a for-profit corporation or a for-profit social enterprise;
- Have an existing lease agreement with the City for Applicable Community Housing Lands;
- Satisfy all due diligence requirements outlined in this Policy;
- Be in compliance with all Applicable Laws and policies of the City; and
- Have an existing Operating Agreement with the Housing Secretariat or agree to enter into a new Operating Agreement upon execution of a Lease under this Policy.

## **3. Lease**

The Executive Director, CREM in consultation with the City Solicitor, shall undertake a review of any existing lease, as amended and or extended, along with other relevant documentation relating to the existing relationship between the City and the Community Housing Provider. Following the completion of a successful due diligence and eligibility review, the Executive Director, CREM in consultation with the Executive Director, Housing Secretariat, may enter into a Lease with a Community Housing Provider on the terms and conditions as set out in Appendix 1, and such other and amended terms and conditions deemed appropriate by the Executive Director, CREM, and in a form satisfactory to the City Solicitor.

The Executive Director, CREM, in consultation with the Executive Director, Housing Secretariat, may enter into alternative real estate agreements with Community Housing

Providers provided such agreements are authorized in accordance with other existing delegated authorities or authorized by Council.

## **VII. Key Roles and Responsibilities**

### **1. *Housing Secretariat***

- Enter into and provide oversight and monitoring of an Operating Agreement with the Community Housing Provider
- Act as the main point of contact with Community Housing Providers on housing-related matters outlined in the Operating Agreement on behalf of the City of Toronto.
- Work with the City's Corporate Real Estate Management Division upon expiry of a lease under the Policy to mutually determine whether a Lease will be entered into based on the eligibility criteria and due diligence process indicated in this Policy.
- Work collaboratively with internal City divisions, Agencies and Corporations to support the implementation and monitoring of the Policy Framework.

### **2. *Corporate Real Estate Management***

- Negotiate, monitor and manage the tenancy and Lease throughout the term of the Leases with Community Housing Providers.
- Consult with applicable City divisions and Agencies and Corporations on municipal interest in Applicable Community Housing Lands, including current and future infrastructure needs and potential City-building opportunities.
- Conduct a review of the physical space of Applicable Community Housing Lands as part of the due diligence process indicated in this Policy Framework.
- Work with the Housing Secretariat upon expiry of a lease under the Policy to mutually determine whether a Lease will be entered into based on the eligibility criteria and due diligence process indicated in this Policy.
- Coordinate completion of necessary City administrative requirements related to applicable Leases, including completing necessary 'surplus' designations in accordance with City policies.
- Audit fire/life safety records of the Community Housing Provider, as necessary.
- Include a summary of Leases under this Policy Framework in its annual report to General Government Committee on all real estate transactions.

### **3. *Community Housing Providers***

- Comply with the provisions of the Lease, including maintain the Applicable Community Housing Lands in a state of good repair over the Lease term;
- Manage Residents and any Housing Contracts with Residents;
- Comply with Applicable Laws; and

- Comply with the provisions of the Operating Agreement, including providing Annual Financial Statements and annual occupancy reporting to the City as part of Operating Agreement reporting.

## VIII. Definitions

- a) **Applicable Community Housing Lands** means any City-owned lands where Residential Units are located which are leased by the City to a Community Housing Provider to provide rental or co-operative housing to Residents;
- b) **Applicable Laws** mean all applicable legal obligations, including, without limitation, requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, City of Toronto by-laws, rules, regulations, policies, official plans, permits, licences, regulatory approvals, authorisations, directions, and agreements with all authorities that now or at any later any time hereafter may be applicable to Community Housing Providers or the Applicable Community Housing Lands, including, without limitation, the Residential Tenancies Act, 2006, S.O. 2006, c. 17, the Co-operative Corporations Act, R.S.O. 1990, c. C.35 all as may be amended, supplemented, re-enacted or replaced from time to time.
- c) **Annual Financial Statement** means the Community Housing Provider's statement of assets and financial liabilities for their fiscal year, a statement of revenue and expenditures for their fiscal year, as well as any accompanying notes that provide details on accounting policies, investments, or future obligations. These statements must be prepared by an external auditor to ensure an independent and professional opinion of the Community Housing Provider's financial position has been provided.
- d) **Average Market Rent** means average monthly Toronto-wide rents by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; if CMHC does not publish a survey of City-wide rents, then Average Market Rent for the calendar year shall be City-wide average rents as determined by the City acting reasonably.
- e) **Building Condition Assessment ("BCA")** means an inspection and study of the Premises, presented in ASTM E2018-15 Standard or as may be otherwise determined by the City, to determine the priority and anticipated costs of major repair and replacement expected to be required over the term of the Lease in order to maintain the Premises in the condition as required under this Lease.
- f) **Capital Plan** means a report prepared by a professional engineering or architectural firm which complies with the then-current generally accepted industry standards and which sets out the plans to repair, replace and/or upgrade the capital components of the Leased Premises over the term of the Lease, including the estimated costs of any capital projects to be undertaken in the following five (5) years and their estimated project timelines, to the satisfaction of the Director, Property Management, Corporate Real Estate Management or their successor from time to time.

- g) **City Agencies and Corporations** means either a body to the board of which City Council delegates powers and duties for delivering a service or performing an adjudicative or quasi-judicial function, or a corporation wholly-owned by the City of Toronto to the board of which City Council provides shareholder direction.
- h) **Community Housing Provider(s)** means those Non-Profit Housing Organizations, Non-Profit Housing Co-operatives, and Indigenous Housing Providers, each of which meet the eligibility criteria contained in this Policy.
- i) **Dwelling Room** means a private room for the exclusive use of the occupant or occupants of the room, designed or intended for use for living accommodation and may include either but not both culinary or sanitary conveniences accommodation;
- j) **Dwelling Unit** means living accommodation comprising a single housekeeping unit, designed or intended for use by one person or by persons living together as a family, and consisting of a room or suite of two or more rooms in which both culinary and sanitary facilities are provided for the exclusive use of such person or persons, where such living accommodation is provided, and may include a studio unit or a one-bedroom unit, but does not include a Dwelling Room;
- k) **Housing Contract** means:
  - a. a tenancy agreement as that term is defined in, and that is subject to the *Residential Tenancies Act*, 2006, S.O. 2006, c.17 ("RTA");
  - b. an agreement that complies with section 5.1(3) of the RTA in respect of a transitional housing program that is exempt from the application of the RTA pursuant to section 5.1; or
  - c. an agreement governing the membership and occupancy of a member unit in a Non-Profit Housing Co-operative;

between a Community Housing Provider and a Resident for the use of a Residential Unit which shall be subject to Applicable Laws and which the total monthly remuneration (in the form of rent, occupancy or housing charges) payable to the Head Tenant for the Unit shall not exceed 100% of Average Market Rent.
- l) **Indigenous Housing Provider** means a Non-Profit Housing Organization with a mandate to provide housing for Indigenous communities, operate under Indigenous governance models, have executive and senior management who identify as Indigenous, and are primarily staffed by Indigenous community members and/or follow an Indigenous service model.
- m) **Lease** means any of the following: a new lease, a lease renewal or a lease extension within the scope of this Policy with a Community Housing Provider for Applicable Community Housing Lands.

**n) Non-Profit Housing Co-operative** means a non-profit housing co-operative as that term is defined in the *Co-operative Corporations Act*, R.S.O. 1990, c. C.35, and that is in good standing under that Act;

**o) Non-Profit Housing Organization** means:

- a. a corporation to which the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, c. 15 applies, that is in good standing under that Act;
- b. a corporation without share capital to which the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23, applies, that is in good standing under that Act;
- c. any other corporation, no part of the income of which is payable to or is otherwise available for the personal benefit of any proprietor, member or shareholder thereof,

and that is incorporated for the primary purpose of providing housing, and not permitted, on dissolution or otherwise, to distribute its property or other assets or any accretions therein to its shareholders, directors or members.

**p) Operating Agreement** means an agreement with the City that sets out the requirements for the operation of social or affordable housing and contains requirements relating to an access plan, affordability, capital reserve contribution, housing benefits, annual reporting, and submission of Annual Financial Statements, among other things, including, without limitation, an agreement that is subject to:

1. Municipal capital facility by-laws for housing authorized by Section 252 of the *City of Toronto Act*;
2. A social housing program subject to Section 453.1 of the *City of Toronto Act*;
3. Part VII.1 of the *Housing Services Act*, and;
4. Other City Council-approved municipal housing programs.

**q) Policy** means “The City of Toronto’s Policy Framework for Ground Leases with Community Housing Providers”

**r) Resident** means an individual or individuals who have entered into a Housing Contract with a Community Housing Provider in accordance with Applicable Laws, or who are members of a Non-Profit Housing Co-operative with a right to occupy a Residential Unit as a member unit, as that term is defined in the *Co-operative Corporations Act*, R.S.O. 1990, c. C.35.

**s) Residential Unit** means a Dwelling Unit or Dwelling Room contained within Applicable Community Housing Lands.

## APPENDIX 1 – LEASE TERMS AND CONDITIONS

Term No.	Heading	Terms
1.	Landlord	City of Toronto
2.	Tenant	Community Housing Provider, also referred to as the Head Tenant
3.	Leased Premises	Applicable Community Housing Lands
4.	Premises ("As-is Where is")	The Leased Premises will be leased "as is, where is" as of the Commencement Date with no representations or warranties by the City as to its existing condition.
5.	Term	Up to forty-nine (49) years commencing on the first of the month next following the termination of the existing lease between the Landlord and Head Tenant or as otherwise determined by the Parties (the "Commencement Date")
6.	Basic Rent	\$2 per year plus all applicable taxes.
7.	Additional Rent	The Head Tenant is responsible for the cost of all utilities, the cost of the Head Tenant's insurance, all applicable costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the use and occupancy of the Leased Premises, including all of the costs and expenses of maintaining and operating the Leased Premises, its services, equipment and facilities.
8.	Net Lease	The Landlord shall not be responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Leased Premises including, without limitation, the use, occupancy and maintenance thereof, or the contents thereof or the business or operation carried on therein, and the Head Tenant shall pay all charges, impositions, costs and expenses of every nature and kind whatsoever relating to the Leased Premises and the use thereof by the Head Tenant

Term No.	Heading	Terms
		including, without limitation, the costs of all insurance and all Taxes. Any obligation which is not stated to be that of the Landlord shall be the Head Tenant's responsibility
9.	Tenant's Work	Any work to the Leased Premises to be completed at the behest of the Head Tenant will be completed by the Head Tenant at its own expense, provided: (a) the Head Tenant shall not perform material work on the Leased Premises until it has received the Landlord's written approval of its plans and drawings and (b) once approved, such plans and drawings shall not be modified by the Head Tenant without the prior written consent of the Landlord. All Tenant's Work shall be undertaken in accordance with Applicable Laws, including the Landlord's policies respecting non-discrimination and Fair Wage Policy.
10.	Maintenance	<p>Head Tenant shall pay all costs in connection with the maintenance, repair, alteration, replacement and operation of the Leased Premises and shall keep in good repair and maintain the entirety of the Leased Premises including the interior of the Leased Premises, building systems and foundation and structural elements, equipment maintenance, repair and replacement, as well as snow removal, pest control and all janitorial services.</p> <p>The City may enter the Premises to view the status of repair from time to time, as the Landlord deems necessary or appropriate and in accordance with Applicable Laws.</p>
11.	Security	The Head Tenant will be responsible for the safety and security of the Leased Premises.
12.	Building Condition Assessment (BCA) and Reserve Fund	<p>Prior to the Commencement Date, o and the BCA and Capital Plan will be updated every five (5) years during the Term.</p> <p>The Head Tenant shall open a Reserve Fund Account and shall deposit sufficient funds to establish at the end of each Lease Year the annual</p>

Term No.	Heading	Terms
		<p>amount required in the most recent BCA, or if a BCA has not been conducted within five (5) years, shall deposit an amount not less than five per cent (5%) of the aggregate annual effective gross income (including all subsidies) from the Leased Premises.</p> <p>The Head Tenant may, with the prior written approval of the Landlord, withdraw amounts from the Reserve Fund Account to fund capital repairs.</p> <p>All amounts in the Reserve Fund shall revert to the Landlord absolutely at the end of the Term.</p> <p>The City reserves the right, acting reasonably, to review the amount of the Reserve Fund Deposit with each BCA conducted and to require the Tenant to increase the amount of the Reserve Fund Deposit where the City has determined in its sole discretion that the amount of the Reserve Fund Deposit is not sufficient to establish at the end of each Lease Year the annual amount required in the most recent BCA.</p>
13.	Permitted Use	<p>The Head Tenant shall use, manage and operate the Leased Premises solely, continuously and actively for the sole purpose of providing affordable rental or co-operative housing (as applicable), together with all ancillary uses including the provision of support services for Residents.</p>
14.	Operating Agreement	<p>The Head Tenant will enter into an Operating Agreement with the City and will comply with the Operating Agreement for the duration of the Lease Term.</p> <p>Defaults uncured by the timeframes set out in the Lease or the Operating Agreement shall constitute a default of both the Lease and the Operating Agreement and shall cause both the Lease and the Operating Agreement to be terminated.</p>
15.	Insurance	<p>The Head Tenant shall acquire insurance as required by the City. The Head Tenant shall, at all times during the Term, insure and keep insured the Leased Premises in an amount not less than the amount equal to that which would be required to</p>

Term No.	Heading	Terms
		<p>replace or repair any loss or damage (the "Replacement Cost") thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risks" policy issued by insurers from time to time).</p> <p>The Head Tenant shall, at all times during the Term, maintain or cause to be maintained comprehensive general liability insurance in such amounts and to such extent as a prudent owner of such a Leased Premises would, from time to time, carry (which amount shall initially be not less than that recommended by the City's Insurance and Risk Management division) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and with provisions for cross liability and severability of interests. Each insurance policy obtained by the Head Tenant in respect of the Leased Premises will contain a clause requiring the insurers to notify the Landlord of any material change or cancellation of the Policy.</p> <p>The Head Tenant will release the Landlord from any and all liability for claims which the Head Tenant is indemnified under any insurance.</p>
16.	Environmental Matters	<p>The Head Tenant shall not cause or allow any Hazardous Materials to be used, generated, stored, or disposed of on, under or about, or transported to or from, the Leased Premises except in strict compliance, at the Head Tenant's expense, with all applicable Environmental Laws and using all necessary and appropriate precautions which a prudent operator would exercise.</p> <p>The Landlord shall not be liable to the Head Tenant for any Hazardous Materials Activities conducted on the Leased Premises during the Term however caused, whether or not consented to by the Landlord.</p> <p>The Head Tenant shall indemnify, defend with counsel, and hold the Landlord harmless from and against any claims, damages, costs and liabilities</p>

Term No.	Heading	Terms
		arising out of any and all such Hazardous Materials Activities.
17.	Construction Liens	<p>If any construction lien is registered against the building or the Leased Premises by reason of work done or materials supplied for or to the Head Tenant or for or to anyone holding an interest in the lands through the Head Tenant or a Resident or if the City is given notice of any such lien, the construction lien shall be discharged and vacated by the Head Tenant or Resident and the City shall be fully indemnified by the Head Tenant.</p> <p>If the Head Tenant or Resident fails to discharge or vacate any liens within the time periods set out in the Lease, the City may do so and may recover its costs as Additional Rent from the Head Tenant.</p>
18.	Indemnity	The Head Tenant shall indemnify and save harmless the Landlord from any and all costs, expenses, claims, actions and losses of every nature and kind whatsoever and of and from all liabilities of every nature and kind whatsoever in connection with the Leased Premises and the Lease to be entered into with the Head Tenant, whether accrued, actual, contingent.
19.	Termination on Breach	In the event of default by the Head Tenant under the Lease, the Landlord may: terminate the Lease and all rights of the Head Tenant; immediately re-enter and repossess the Leased Premises and the Term shall be forfeited and void; enter the Leased Premises and make such alterations and repairs as are necessary in order to relet the Leased Premises; exercise its right of distress and the Head Tenant will waive any present or future limitation on the Landlord's right of distress; suspend the supply to the Leased Premises of any benefit, service, utility or additional service furnished by the Landlord until the default is cured.
20.	Assignment/Subletting	The Head Tenant shall not Transfer or sublet all or any part of the Leased Premises for the whole or any

Term No.	Heading	Terms
		<p>part of the Term without obtaining the prior written consent of the City.</p> <p>No assignment by the Head Tenant shall be effective until the Transferee has entered into an agreement directly with the City, in a form satisfactory to the City, whereby the assignee expressly agrees to assume all of the obligations and liabilities.</p> <p>Notwithstanding the forgoing, the Head Tenant may enter into Housing Contracts with Residents in accordance with the Lease and Operating Agreement without the consent of the City.</p>
21.	Head Tenant's Right to Mortgage	The Head Tenant shall not mortgage the Leased Premises without the consent of the Landlord, which consent may be unreasonably withheld.
22.	Land Transfer Tax	<p>Where exigible, the Head Tenant shall pay Land Transfer Tax upon execution of the Lease.</p> <p>Where the Head Tenant applies under the <i>Housing Services Act, 2011</i> or other Applicable Laws to exempt the Lease from exigible Land Transfer Tax, the City agrees to execute and deliver to the Head Tenant or appropriate governmental authority such documentation in this regard as the Head Tenant may reasonably require.</p>
23.	Overholding	If the Head Tenant remains in occupation of the Leased Premises at the expiration of the Term or any extension thereof, the Head Tenant shall remain as an overholding tenant, on a month-to-month basis, which tenancy may be terminated on six (6) month's notice, and otherwise upon and subject to the terms and conditions contained in the Lease. This provision does not authorize the Head Tenant to overhold.
24.	Condition of Leased Premises at Expiry or Early Termination	At the expiry or earlier termination of the Lease, the Head Tenant shall surrender the Leased Premises and related buildings to Landlord in good order, condition and repair, except for reasonable wear and tear consistent with the building's age along with all

Term No.	Heading	Terms
		documentation relating to the construction, maintenance and operation of the building.
25.	Lease	The City shall prepare the Lease on the City's standard form. This table contains the basic terms and conditions of the Lease. Supplementary terms and conditions shall be contained in the Lease. All documentation shall be in a form and content satisfactory to the City Solicitor.