

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2023-169

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property			
Prepared By:	Lianne Chen	Division:	Corporate Real Estate Management
Date Prepared:	June 05, 2023	Phone No.:	416-392-7665
Purpose	To obtain authority to enter into a lease agreement between the City of Toronto as landlord (the " Landlord ") and Charles Henry Adams & Charles Henry Adams Sr. (the " Tenant ") with respect to the property municipally known as 6633 Bells Road, located in Middlesex Centre Township, Ontario for the purpose of residential use (the " Lease Agreement ").		
Property	The residential property municipally known as 6633 Bells Road, Middlesex Centre Township, Ontario, legally described and outlined in Appendix "A" attached hereto including the house, any outbuildings, and the land on which same are situate (the " Leased Premises ").		
Actions	Authority be granted to enter into the month to month Lease Agreement with the Tenant, substantially on the major terms and conditions set out in Appendix " B ", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
Financial Impact	<p>The purpose of this DAF is to document the status of an existing month to month tenancy. The current monthly rent is \$1,478.78 excluding HST. Any future residential rent increases will follow the rent increase guidelines published by the Ontario Landlord and Tenant Board. In addition, the Tenant is responsible for the utilities including water, gas, heating and hydro.</p> <p>Revenues to the City will be included in 2023 Council Approved Operating Budget for Corporate Real Estate Management (CREM) under cost centre FA2490, and will be included in future year operating budget submissions for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>		
Comments	<p>On December 8, 2015, the Tenant agreed to and signed a standard form residential lease agreement with the Landlord to reside at the Leased Premises. The lease agreement was for a fixed term of two (2) years starting on January 1, 2016 and ending December 31, 2017. At the conclusion of this fixed term, the Tenant had the opportunity to continue to reside at the Leased Premises on a month to month basis.</p> <p>No records show a DAF was finalized at the time. As a result, the current status of the lease agreement exercised by the Tenant is deemed as not fully executed. However, Landlord and Tenant relationship still exists between the parties beginning on January 1, 2016.</p> <p>As of June 2023, this Landlord and Tenant relationship continues to exist. In order to ensure all documentation is complete, authority is now being sought via DAF for the Landlord to sign this Lease Agreement. The aforementioned Lease Agreement is the same lease agreement originally executed by the Tenant on December 8, 2015.</p> <p>Compass Commercial Realty LP manages the City-owned properties surrounding the Green Lane Landfill site on behalf of City of Toronto. A credit check on the Tenant was conducted and was deemed to be satisfactory. The proposed rent and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of market rates.</p>		
Terms	See Appendix " B ".		
Property Details	Ward:	00 – Outside City	
	Assessment Roll No.:	3939 01 9 040 04101	
	Approximate Size:	2,422 square feet	
	Approximate Area:	N/A	
	Other Information:	N/A	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

Pre-Condition to Approval											
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property											
Consultation with Councillor(s)											
Councillor:		N/A - 00 – Outside City				Councillor:					
Contact Name:						Contact Name:					
Contacted by:		Phone	E-Mail	Memo	Other	Contacted by:		Phone	E-mail	Memo	Other
Comments:						Comments:					
Consultation with Divisions and/or Agencies											
Division:						Division:		Financial Planning			
Contact Name:						Contact Name:		Ciro Tarantino			
Comments:						Comments:		Jun 08, 2023 - No Objections			
Legal Services Division Contact											
Contact Name:		Chris Cieslik (Comments incorporated)									

DAF Tracking No.: 2023- 169	Date	Signature
		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services, Abdulle Elmi	July 21, 2023	Signed by Abdulle Elmi
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Property Management & Lease Administration, Graham Leah	August 1, 2023	Signed by Graham Leah

Appendix A

Appendix "A"
Location Map & Property Picture

1. 6633 Bells Road

PT LT 21 CON 2, PT 1 34R561 MIDDLESEX CENTRE TWP/DELAWARE (PIN: 09719-0019)



Appendix "B"
Major Terms and Conditions

Gross Rent:	Current monthly rent : \$1,478.78 / month (no HST)
Additional Rent:	N/A
Term:	Month to Month
Use:	Residential
Landlord's Work:	N/A.
Utilities	Tenant is responsible for water, gas, heating and hydro.
Deposit:	\$1,350.00, applicable to the last month rent. The Tenant agrees to increase the amount of deposit for the last month's rent to the current monthly rent as it may be increased from time to time by paying the landlord the difference between the then currently-held deposit and the newly increased monthly rent.
Tenant Ending the Tenancy:	At least 60 days' notice.
Landlord Ending the Tenancy:	Must give proper notice with LTB forms in certain situation set out under the <i>Residential Tenancies Act, 2006</i> (the Act).
NSF Fee:	\$20.00 per NSF cheque.
Payment:	Rent is to be paid in advance on the 1 st of the month, and subject to any increases imposed thereon by the Landlord from time to time at least (90) days prior written notices in accordance with the Ontario Landlord and Tenant Board guidelines.
Insurance:	The Tenant is to maintain a) third party bodily injury and property damage liability insurance in the amount of at least \$1,000,000.00 per occurrence; b) all risks property insurance in an amount equal to one hundred percent (100%) of the full replacement cost, insuring all property located on the Property that is owned by the Tenant, installed by or on behalf of the Tenant, or for which the Tenant is legally liable, including, without limiting the generality of the foregoing, all leasehold improvements, furniture, and equipment; and c) such other insurance as a prudent tenant, acting reasonably, would maintain.
Indemnity:	The Tenant shall at all times release, indemnify, and save harmless the City and its representatives from and against any and all manner of claims, demands, damages (including indirect and consequential damages), losses, liabilities, costs, charges, fines, penalties, orders, expenses, actions, and other proceedings whatsoever made or brought against, suffered by, or imposed upon the City and its representatives, in connection with any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person, animal, or property arising or resulting directly or indirectly from any and all of: a) the exercise of the Lease; b) the occupation or use by the Tenant of the property or any part thereof; c) any occurrence in, on, or about the property; and d) the breach by the Tenant of any covenant or agreement under the lease.
Acknowledgement	The Tenant acknowledges that the City owns and operates a landfill and associated operations known as the Green Lane Landfill (the " Landfill "), and that the operation of the Landfill shall not be deemed to constitute a nuisance, annoyance, or similar concern constituting a default of the obligations of the City under the lease or providing the Tenant with any right of set-off in respect of the payment of rent. The Tenant further agrees not to object to any application, appeal, or Regulatory filing in respect of the continued operation of the Landfill or the expansion thereof, and cooperate with the City in respect of any such applications, appeals, or filings, as reasonably requested by the City.