

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

TRACKING NO.: 2024-021

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:	May 15, 2023	Phone No.:	416-392-7665
Purpose	To obtain authority to enter into a new lease agreement between the City of Toronto as landlord (the " Landlord ") and Rob Joseph Hickson and Cynthia Valerie Hickson (the " Tenant ") with respect to the City-owned property municipally known as 37547 Third Line, Southwold, Ontario for the purpose of residential use (the " Lease Agreement ").		
Property	The residential property municipally known as 37547 Third Line, Southwold, Ontario, legally described and outlined in red in Appendix " A " attached hereto including the double attached garage with up and over doors and a private laneway with parking for several vehicles (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 \$1,312.75 no 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, heat and hydro.</p> <p>Revenues to the City will be included in 2024 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 June 3rd, 2013, Cynthia Upton and Gary Gouveia agreed to and signed a standard form residential lease agreement with the City (the "Landlord") to reside at the Leased Premises. The lease agreement was for a fixed term of one (1) year ten (10) days commencing on June 20th, 2013 and ending June 30, 2014. 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>DAF 2013-278 was approved on Dec 23, 2013. However, the respective Lease with CU and GG was not fully exercised at the time as a result of revisions required to incorporate Legal comments. At some point during the lease term, GG vacated the Leased Premises, the tenancy changed to RH and CH (former name CU). CH and RH over the last several years have continued to reside at the Leased Premises. Despite the Lease not being signed, a Landlord and Tenant relationship still existed between the parties beginning on June 20th, 2013.</p> <p>As of May 2023, this Landlord and Tenant relationship continues to exist. In order to ensure that this tenancy is accurately documented and reflective of current legal requirements, authority is now being sought via a new DAF for the Landlord to enter into a new month to month Lease Agreement on the current Landlord and Tenant Board's Residential Tenancy Agreement (Standard Form of Lease).</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.:	3424 000 005 05500	
	Approximate Size:	2,733 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:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
	<input type="checkbox"/> (b) Request Hearings of Necessity.	<input type="checkbox"/> (b) Request Hearings of Necessity.
	<input type="checkbox"/> (c) Waive Hearings of Necessity.	<input type="checkbox"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.	<input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.
	<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.	<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.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		<input type="checkbox"/> (b) Releases/Discharges
		<input type="checkbox"/> (c) Surrenders/Abandonments
		<input type="checkbox"/> (d) Enforcements/Terminations
		<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates
		<input type="checkbox"/> (f) Objections/Waivers/Cautions
		<input type="checkbox"/> (g) Notices of Lease and Sublease
		<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner
		<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title
		<input type="checkbox"/> (j) Documentation relating to Land Titles applications
		<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds

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	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:							Comments:			
Consultation with Divisions and/or Agencies										
Division:							Division:		Financial Planning	
Contact Name:							Contact Name:		Ciro Tarantino	
Comments:							Comments:		No objections	
Legal Services Division Contact										
Contact Name:		Chris Cieslik (Comments incorporated)								

DAF Tracking No.: 2024-021	Date	Signature
Concurred with by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Nike Coker	February 6, 2024	Signed by Nike Coker
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Graham Leah	March 4, 2024	Signed by Graham Leah

Appendix "A"
Location Map of Original Property

Address	Legal Description	S.F
1. <u>37547 Third Line</u>	PT N1/2 LT 18 CON 3 SOUTHWOLD AS IN E420385; SOUTHWOLD (PIN: 35158-0114) 	
<u>37547 Third Line</u>		2,733

Appendix "B"
Major Terms and Conditions

Basic Rent:	Current monthly rent: \$1,312.75 / month (no HST)
Additional Rent:	N/A
Term	Month to Month, pursuant to the terms of the Residential Tenancies Act, 2006
Area of Property:	Approximately 2,733 square feet
Utilities and Occupancy Costs:	All paid by Tenant
Use:	Residential only
Deposit:	\$1,126.00 (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.
Landlord Ending the Tenancy:	Must give proper notice with LTB forms in certain situation set out under the Residential Tenancies Act, 2006 (the Act)
NSF Fee:	\$20.00 per NSF cheque.
Payment:	Rent is to be paid in advance on the 1st 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.