



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

TRACKING NO.: 2024-176

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 25, 2024	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 Adam Atkins and Candice Dorman (the " Tenant ") with respect to the property municipally known as 37984 Fourth Line, located in St. Thomas, Ontario for the purpose of residential use (the " Lease Agreement ").		
Property	The residential property municipally known as 37984 Fourth 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 a two (2) years 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 total rent revenue from the Lease Agreement is estimated to be \$63,180.00 as per below for a term of two (2) year, commencing on August 1, 2024, or \$2,600.00 per month for the period of twelve (12) month, commencing on August 1, 2024, and ending July 31, 2025, and \$2,665.00 per month for the period of twelve (12) month, commencing August 1, 2025, and ending July 31, 2026.</p> <p>2024: \$13,000.00 (no HST) 2025: \$31,525.00 (no HST) 2026: \$18,655.00 (no HST) Total: \$63,180.00 (no HST)</p> <p>In addition, the Tenant is responsible for all utilities and occupancy costs including water, gas, hydro, heating, and cooling.</p> <p>Revenues to the City will be included in 2024 Council Approved Operating Budget for Corporate Real Estate Management (CREM) under cost center 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 May 22, 2024, 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 2 years starting on August 1, 2024 and ending July 31, 2026. 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>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.:	34 24 000 005 064 00	
	Approximate Size:	2,200 sq ft.	
	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"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.	<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"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOs.
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 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. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	<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 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.
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. Delegated to more senior positions.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <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:		<input type="checkbox"/>	Phone	<input type="checkbox"/>	E-Mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other		
Contacted by:		<input type="checkbox"/>	Phone	<input type="checkbox"/>	E-mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other		
Comments:							Comments:				
Consultation with Divisions and/or Agencies											
Division:		SWMS					Division:		Financial Planning		
Contact Name:		Sara Little					Contact Name:		Ciro Taratino		
Comments:		No Objections					Comments:		No Objections		
Legal Services Division Contact											
Contact Name:		Chris Cieslik (Comments incorporated)									

DAF Tracking No.: 2024- 176	Date	Signature
		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services, Nike Coker	July 8, 2024	Signed by Nike Coker
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services, Scott Barrett	July 16, 2024	Signed by Scott Barrett

Appendix A

Location Map

1. 37984 Fourth Line

PT LT 20 CON 3 SOUTHWOLD AS IN E293133; SOUTHWOLD (PIN: 35158-0125)



37984 Fourth Line



Appendix "B"
Major Terms and Conditions

Gross Rent:	Year 1 rent: \$2,600.00 / month (no HST) effective August 1, 2024 Year 2 rent: \$2,665.00 / month (no HST) effective August 1, 2025
Additional Rent:	N/A
Area of Premises:	2,200 ft ²
Term:	2 years commencing August 1, 2024 – July 31, 2026 (month to month thereafter, pursuant to the terms of the Residential Tenancies Act, 2006)
Use:	Residential
Landlord's Work:	N/A.
Utilities	Tenant is responsible for Hydro, Heat and Water.
Deposit:	\$2,665.00 applicable to last month's 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 after the initial term in accordance with the LTB forms
Landlord Ending the Tenancy:	Must give proper notice with LTB forms in certain situation set out under the <i>Residential Tenancies Act</i> , 2006 (the Act)
NSF Fee:	\$40.00 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 must have liability insurance at all time, if the landlord asks for proof of coverage, the tenant must provide it, it is up to the tenant to get contents insurance if they want it.