# Multi-Unit Residential Acquisition Program (MURA)Request For Proposals 2025

Addendum #1 December 23, 2025

Appendix 1 Forms and Information



## **APPENDIX 1 A Proposal Submission Form**

Proponent Name:	
I/we hereby submit my/our application for the this application.	MURA RFP 2025 as described within
I/we have carefully examined the documents a knowledge of the requirements and have subn to provide those goods and/or services to the and specifications contained in the proposal d this submission is being made without any co	nitted all relevant data. I/we agree, if selected city in accordance with the terms, conditions ocument and our submission. I/we agree that
Acknowledge receipt of addenda by number a	nd issue date:
Addendum Number	Dated (yyyy-mm-dd)
Addendum Number	Dated (yyyy-mm-dd)
Addendum Number	Dated (yyyy-mm-dd
Submitted by (Non-Profit Full Legal Name):	
Business Address:	
Authorized Signing Officer Signature:	
Authorized Signing Officer Name and Title:	
Date:	
This form is to be sig	ned and submitted

A. Application	Information

	• •	
A-1	Non-Profit Name	
A-2	Applicant Contact Name	
A-3	Business Address	
A-4	Applicant Telephone Number	
A-5	Alternate Applicant Telephone/ Fax Number	
A-6	Applicant Email	
A-7	Alternate Contact Name (if not the applicant)	
A-8	Contact Person Email and Telephone Number	

## B. Applicant Is:

B-1	Non-Profit Corporation	Registration No.	
B-2	Indigenous Non-Profit	Registration No.	
B-3	Community Land Trust	Registration No.	
B-4	Co-operative	Registration No.	

C-1	Municipal address if known				
0-1	Municipal address il known				
C-2	Ward(s)number				
C-3	Closest major intersection or area of the city you are considering				
C-4	Number of units by type for Existing or Proposed Building and Existing or			Number	Average Rent for Unit Type
	Proposed Average Rent for Unit Type	Roo	m		
		Stud	io		
		1- b	edroom		
		2- b	edroom		
		3- b	edroom		
		Tota			
D. C	Capital Funding Requested				
D-1	Please indicate the total amount of funding requesting under this RFP.	)	\$		
D-2	How many units is the funding for?			/apartme	nts
				/rooms	
D-3	Funding request per unit?		\$	/apartm	ents
			\$	/rooms	
E. ⊦	lousing Benefits				
City 1	dition to providing 20% of the units to house funding is available, do you intend to include to the maximum affordable rents under MUR	e redu	ucing ren	t levels in	additional units

Yes

No

Housing Allowances?

Plea		to reduce rents and the number of units to be reduced. any housing benefits known at this time and provide ards confirmation.		
F. C	ther Non-Residential Uses			
Are t	here any non-residential uses in t	the proposed project (e.g., retail, office)?  Yes No		
If yes	s, please explain (use, GFA, vacar			
G. I	and Ownership			
G-1	Do you have an Offer of Purchase and Sale?	Yes No		
G-2	When does it expire?			
G-3	Do you have an Agreement of Purchase and Sale?	Yes No		
G-4	When is closing?			
H. W	H. Who Will Manage the Property			
H-1	Applicant			
H-2	Property Management Compan (Name)	ny		

I. Other Sources of Funding	
Are you applying for, or have you secured any o	ther sources of fundi

Are you applying for, or have you secured any other sources of funding and/or loan financing to support your project?				
Yes No				
yes, please list the source, type and amounts.				

### APPENDIX 1 B Capital Budget Form

Proponent Name:	
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<b>Project Address</b> (	if known)	):
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Provide known cost or estimated cost for proposed property/building type e.g. 30 unit apartment building or 12 room house.

**Note:** Costs should be based on current prices.

**Note:** Proposals may not have all cost categories included below, such as Planning approvals, and certain consultant work. Indicate NA – not applicable - for these items. If a cost is applicable but not known at this time use TBD – to be determined - for these items. Include HST in all costs if applicable.

### **Hard Costs including HST**

	Property Costs	Total Cost	Per Unit
1.	Purchase Price		
2.	Land Transfer Tax		
3.	Legal Fees		
4.	Other Closing Costs		
5.	Sub-Total of Property Costs (sum of lines 1-4)		
	Health and Safety Repair Costs		
6.	Health and Safety Repair Costs (incl. HST)		
7.	Environmental Remediation Costs (if any)		
8.	Appliances/ Furniture and Equipment (if any)		
9.	Other (e.g., not included in line 6, list)		

10.	Contingency & Escalation (insert % of line 6)%	
11.	Sub-Total of Health and Safety Repair Costs (sum of lines 6-10)	
Α	Total Hard Costs (sum of lines 5 and 11)	

### **Soft Costs Including HST**

	Consultants	Total Cost	Per Unit
12.	Architectural		
13.	Structural (indicate if in Architectural fee)		
14.	Mechanical & Electrical (indicate if in Architectural fee)		
15.	Landscape		
16.	Fire Safety/Building Code		
17.	Building Condition Audit		
18.	Cost/ Quantity Surveyor		
19.	Development Consultant/ Project Manager		
20.	Other (specify e.g. Environmental)		
В	Consultants Soft Costs Sub-Total (sum of lines 12-20)		

	Property	Total Cost	Per Unit
21.	Market Appraisal	Total Goot	1 51 51111
22.	Land Survey/ Topographical Survey		
23.	Geotechnical Assessment		
24.	Environmental Assessment		
С	Property Soft Costs Sub-total (sum lines 21-24)		

	Legal and Organizational	Total Cost	Per Unit
25.	Legal Fees - Acquisition including Title Insurance		
26.	Legal Fees- Contracts and Agreements		
27.	Organizational Expenses (specify- e.g. rent-up)		
28.	Community Consultation and Communications		
29.	Final Cost Audit		
D	Legal & Organizational Soft Costs Sub-total (sum lines 25-29)		

	Financing Cost	Total Cost	Per Unit
30.	Construction Loan Interest Only		
31.	Other (specify- e.g. lenders fees)		
E	Financing Soft Costs Sub-total (Sum of lines 30-31)		

	Eace & Dormite (actimates if applicable)	Total Cost	Dorl Init
32.	Fees & Permits (estimates, if applicable)  Building Permit Fees	Total Cost	Per Unit
33.	Development Charges		
34.	Parkland Dedication Fees		
35.	Planning Fees		
36.	Hydro & Water Connection Fee		
37.	Other (specify)		
F	Fees and Permits Soft Costs Sub-total (Sum lines 32-37)		

	Soft Cost Summary		Total Cost	Per Unit
G	Soft Costs Subtotal (B+C+D+E+F)			
38.	Contingency (insert % as well as cost)	%		
Н	Soft Costs Total			

	Total Project Cost	Total Cost	Per Unit
I	Hard Cost Total (A)		
J	Soft Cost Total (H)		
K	TOTAL PROJECT COST (total lines I & J)		
L	HST included in Total Project Cost		

### Contributions

		Total Coat	Dor Unit
39.	Planning and Building Permit Fees Waived (estimate)	Total Cost	Per Unit
40.	Applicant Equity		
41.	Capital Funding Requested of MURA		

42.	Other Funding/Private Contributions – list	
43.	Mortgage Financing	
44.	HST Rebate	
М	TOTAL CONTRIBUTIONS	
N	Total Contributions Less Total Project Costs +/-	

## **Explanatory Notes - Capital Budget Form**

Please explain in detail how you arrived at your estimates for each of the requested lines.

Line		
Item	Description	Explanation
6	Specify what is included in the immediate renovations costs estimate including HST by providing a detailed breakdown on a separate sheet. Please indicate what work is involved and why it is urgent: Electrical; Heating/Cooling; Plumbing; Fire Safety; Structural etc. Provide proof of estimate if available (e.g. cost consultant report).	
8	Provide details for the number and cost of fridges, stoves and laundry equipment for units and common areas as well as the office for housing management only if needed.	
9	Specify items not included in line 6, necessary for completion of renovation e.g. bonding, construction management fees, etc.	
10	Include reasoning for contingency percentage giving consideration to the type of renovation contract.	
12-20	Specify the basis of budgeted fee for the consultants (e.g. a percentage of renovation costs, flat fee, etc.).	
	<b>Note:</b> the City will consider prevailing market trends for fees when scoring the budget for feasibility, not necessarily those fees proposed by the Applicant.	

19	Applicants with limited experience in housing acquisition and renovation are encouraged to use the services of a professional development consultant/ project manager.	
21	Cost for a market appraisal to substantiate the acquisition price. Include the appraisal report if complete.	
22	Include land or topographical survey costs, if necessary.	
24	Include costs to carry out, as applicable, a Phase 1 ESA, a Phase 2 ESA and/or a Record of Site Condition if needed for financing.	
35	Include costs associated with the hydro, sewer and water connections/ upgrade to the property. Or these costs can be considered as part of the Urgent Renovation Cost.	
39	Include your calculation for the estimated amounts of waived fees.	
42	Specify amounts received from other sources of funding. Provide written confirmation of each, where possible. Applicants interested in pursuing funding opportunities through the National Housing Co-Investment Fund are encouraged to contact CMHC to confirm eligibility prior to adding assumptions in Capital Budget. Please provide copies of any correspondence to date.	
43	Provide details such as lender, interest rate, term and amortization period known or seeking.	

## **APPENDIX 1 C** Operating Budget Form

Proponent Name:	
Project Address (if known):	

### Project Revenue (Per Year)

		Amount/Year
1	Gross Rental Income (includes tenant rents and hobenefits contributions)	pusing
2	Laundry Income	
3	Parking Income	
4	Other Sources of Revenue	
5	Gross Project Revenue	
6	Minus Vacancy Allowance (specify %)	%
7	Minus allowance for Bad Debt (specify %)	%
Α	NET PROJECT REVENUE	

### **Project Expenses (Per Year)**

Pr	pject Expenses should be based on current costs.	
		Amount/Year
8	Administration Costs (e.g., bookkeeping, audit, legal, phone, office supplies, etc.)	
9	Property Management (as per proposed model e.g., staff or property management firm)	

10	Utilities	
10-a	Heat (common areas and units)	
10-b	Electricity (common areas and units)	
10-с	Water/Sewer (common areas and units)	
10-d	Garbage Levy (use \$341/unit)	
10-е	Other (common areas and units)	
11	Maintenance Staff Salaries and Benefits	
12	Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.)	
13	Other Operating Expenses (e.g., Insurance)	
14	Capital Replacement Reserve (minimum 8% of gross revenue)	
15	Other (specify)	
16	Contingency (Minimum 1% of expenses less mortgage payment)	
17	Sub-Total Operating Expenses	
18	Mortgage payments	
В	TOTAL PROJECT EXPENSES	
С	OPERATING SURPLUS/DEFICIT (A- Net Project Revenue less B- Total Project Expenses)	

## **Explanatory Notes - Operating Budget Form**

Please explain in detail how you arrived at your estimates for each of the requested lines. Costs are to be based on current costs.

Line Item	Description	Explanation
1	Include your calculations for Gross Rental Income e.g. – tenant rents plus any housing benefits)  Note: this amount must match the amount in Appendix 1 E Rent Form	
3	Identify the number of parking spaces and the proposed monthly charge per space.	
4	Specify amounts received from other revenue sources e.g. cell tower, locker rental etc.	
9	Specify if property management expenses is in the form of staff salaries/benefits or contracted services.	
10	Identify which utilities are individually metered and which are included in the rent.	
10-d	Building owners are now required to pay a fee for garbage collection based on how much garbage is set out by building residents.	
12	Detail budgeted expenses under Repairs and Maintenance category. E.g. supplies, trades and service contracts including sprinklers, snow removal, elevators, fire safety etc.	

### **Appendix 1 D Rent Chart**

Unit#	Unit Type	Modified Unit Type BF/FA	Subsidy Source CFCA/CFPA/PROV/AG/	Actual Occupancy Cost (Rent)

#### NOTES:

Occupancy Cost – includes all utilities

Unit types: Room, Studio, 1 bedroom apartment, 2 bedroom apartment, 3 bedroom apartment, 4 bedroom apartment,

Barrier Free (BF), Fully Accessible (FA)

Subsidy Sources: Rent supplement - City Funded, /Administered (CFCA), Rent supplement - City Funded/Provider Administered (CFPA), Rent sup - Other (Province/LHIN) (PROV), Rent supplement - Agency (AG), Housing Allowance (HA), Internal Subsidy (IS)

## APPENDIX 1 E **Mandatory Forms Proponent Name: Declaration Confirming the Absence of Any Conflicts of Interest** Form 1 I , Applicant Name/Organization\_\_\_\_\_ hereby acknowledge that it is the Applicant's responsibility to ensure that all contracts are entered into, with respect to the parties with whom the development and operation of affordable rental housing at (address): are to be at arm's length from both the Applicant and other contracting parties, and that any contracts with parties with whom the Applicant of other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Applicant for funding. Further, I understand that the City of Toronto reserves the right to verify any information provided in the Application. Authorized Applicant Signature: Applicant Name (First, Last): Date (yyyy-mm-d

### Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

#### Form 2

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter.

Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

#### **Declaration:**

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Complete Address:	Email:
Postal Code:	Telephone Number:
	Fax Number:
Authorized Signing Officer Name or Applicant Name Print – (First, Last)	Position Title:
Signature:	Date (yyyy-mm-dd):
Authorized Signing Officer or Applicant	
Multilingual Services: 311 and TTY 416-338-0889. Further	information: www.toronto.ca/diversity.ca
For Office Use	
Group/Vendor/Individual:	Date <sup>.</sup>

# Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts

#### Form 3

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- · As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Name (First, Last)

#### Notes:

- (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
- (2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee

### **Environmentally Responsible Procurement Statement**

#### Form 4

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to use products/services that are environmentally preferred.

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

- 1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy efficient lighting, and photocopiers capable of double-sided photocopying.
- 2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
- 3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
- Contain recycled materials: An Environmentally Preferred Product contains postconsumer recycled content. An example is paper products made from recycled post-consumer fibre.
- 5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
- 6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Application satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered.

preferred products/services shall be offered.	
Experimental or prototype products/services will not be considered. For a copy	of the City of Toronto
Environmentally Responsible Procurement Policy, visit the website at	
www.toronto.ca/calldocuments/pdf/environment_procurement.pdf	
State if environmentally preferred products are being used: Yes	No 🗌
We encourage the use of environmentally preferred products. Yes	No 🗌

#### **RFP Terms and Conditions**

#### Form 5

#### (I) Proponents Responsibility

It shall be the responsibility of each Proponent:

- to examine all the components of the Request for Proposals (RFP), including all appendices, forms and addenda;
- to acquire a clear and comprehensive knowledge of the requirements before submitting an Application;
- to become familiar, and (if it becomes a Successful Proponent) comply, with all of the <u>City's Policies and Legislation</u> set out on the City of Toronto website at www.toronto.ca/calldocuments/policy.htm

The failure of an Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into based on the Proponent's Proposal.

#### (II) City Contracts and Questions

The City invites questions concerning this RFP in writing. All questions should be sent by email to Vincenzo Salatino at <a href="https://doi.org/10.21/10.21/">HousingSecretariatRFP@toronto.ca</a>

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFPs, and any Opponent who uses any information, clarification or interpretation from any other representative does so entirely at the Applicant's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Opponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of an agreement is entered into with the successful Proponent, no communication with respect to this matter shall be made by any Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction.

#### (ii) City Contracts and Questions

In addition, the City's Procurement Processes Policy provides that any Applicant found in breach of the policy may be subject to disqualification from this Call for Applications or a future Call for Applications or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By- Law and Interpretive Bulletin on Lobbying and Procurement:

www.toronto.ca/citybusiness/pdf/policy\_procurement\_process.pdf
www.toronto.ca/legdocs/municode/1184\_140.pdf
www.toronto.ca/lobbving/pdf/interpretation-bulleting\_lobbving-procurements.pdf

#### (iii) Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at <a href="https://www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a>. The City will post Addenda with all questions and answers on the Affordable Housing website.

The City reserves the right to revise this RFP up to 12 pm (noon) on the closing date of the RFP. When an Addendum is issued the date for Submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals. Proponents and prospective Proponents should monitor the website <a href="www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a> as frequently as they deem appropriate, until the day of the deadline.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Application Submission Form.

#### (iv) Exceptions to Mandatory requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

#### (v) Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFPs documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

#### (vi) Incurred Costs

The City will not be liable for, nor reimburse, any Proponent, as the case may be, for costs incurred in preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposal shall not render the City liable for any costs or damages to any form that submits a Proposal.

#### (vii) Post-Submission Adjustments and Withdrawal of Applications

No unilateral adjustments by a Proponent to submitted Proposals will be permitted. The Proponent may withdraw its Proposal to any time prior to 12:00 noon on the closing date of the RFP by notifying the contact for the Housing Secretariat designated in this RFPs by email.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

#### (viii) No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensure Agreement.

#### (ix) Prohibitions Against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favorable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

#### (x) Acceptance of Proposals

The City shall not be obliged to approve any Proposals in response to this RFP. The City may, without incurring any liability or cost to any Proponent:

- i. accept or reject any Proposal(s) at any time;
- ii. waive immaterial defects and minor irregularities in any Proposals;
- iii. modify and/or cancel this RFP prior to accepting any Proposals;
- iv. award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Applicant who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

#### (xi) Verification

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

#### (xii) Conflict of Interest

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise its performance. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. All members of the Proponent's team must be acting at arms 'length to each other.

#### (xii) Conflict of Interest cont'd

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

#### (xiii) Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Proponent in connection with, or arising out of this RFP, the acceptance of any Proposal:

- i. is and shall remain the property of the City;
- ii. must be treated by Applicants as confidential;
- iii. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

#### (xiv) Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposals submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Applicant in connection with, or arising out of this RFP, once received by the City:

- i. Shall become the property of the City and may be appended to the Agreement with the successful Applicant;
- ii. Shall become subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

#### (xiv) Ownership and Disclosure of Proposal Documentation cont'd

Each Proponent's name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to MFIPPA.

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

#### (xvi) Failure or Default of Applicant

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future RFP issued by the City. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

#### (xvii) Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

### **APPENDIX 1-F** Property Acquisition Package Information

After entering into an agreement of purchase and sale for an Eligible Property, a Successful Proponent shall submit the information and documentation listed below for the City's review and approval.

Confirmation of the final MURA Funding amount will be based on the financial information provided, in consultation with the Proponent. Housing Secretariat staff will work with the Proponent to complete the package with all relevant and necessary materials. This list is not exhaustive and is subject to change.

- 1) A summary of the property including:
  - a) Address and ward in which the building is located;
  - b) Number and size of existing units and rents, including any vacant units;
  - c) Details of any commercial or non-residential space, square footage, use, rents, tenants, lease information etc.;
  - d) Confirmation the property meets the eligible building types in Section 2.3 of this RFP, Eligible and Priority Properties;
- 2) The agreement of purchase and sale;
- 3) Revised and updated Proposal Sections 4.2 D) and E) Capital Budget and Financial Plan and Operating Budget and Management Plan, of this RFP, reflecting the site-specific property proposed for acquisition. In addition to the details required by these sections of the RFP, Proponents must include:
  - a) Details of discussions to date with the first mortgage lender or confirmation of the proposed first mortgage financing. Confirm Proponent equity contributions and address any other financing matters such as short and long term loans, lines of credit etc. supporting the acquisition;
  - b) Capital and operating budgets in the form of the budgets attached to this RFP as Appendix 1 B and C that demonstrate:
    - (i) in the case of the capital budget, that the financial resources currently available to the Proponent (including the Approved Funding) are sufficient to cover all acquisition costs, including adjustments, HST (where applicable), land transfer tax and legal fees, as well as any urgent health and safety repairs, and that;

- (ii) in the case of the operating budget, based on current costs, demonstrate there is sufficient revenue to operate the building in a good state of repair over the long term and that the proposed first mortgage financing can be serviced within the affordable rent limits;
- 4) Due diligence materials and information such as:
  - a) An appraisal conducted by a professional appraiser indicating a value not lower than the purchase price;
  - b) A building condition assessment/ property condition inspection detailing any known health and safety issues, and including an environmental site assessment, if required;
  - c) Details of any outstanding building work orders;
  - d) An indication of whether common areas and units meet Ontario Building Code and/or CMHC accessibility standards;
  - e) Existing parking available;
  - f) Type of heating, ventilation and air conditioning systems;
  - g) Any elevator or accessibility lifts, as applicable;
  - h) Existing laundry facilities;
  - i) Information regarding any support services agency active in building and the types of services provided to tenants;
  - j) Rooming house license status and/or an assessment of the current zoning that supports a rooming house use, as applicable;
  - k) Construction management plan if the property is occupied and requires renovations, including how impacts on existing tenants and neighbours will be mitigated, and a relocation plan of residential and/or commercial tenants, if applicable
  - I) Neighbourhood specific stakeholder engagement plan and details of any discussions with the local City Councillor regarding the property; and,
  - m) Additional materials deems important by the Proponent and/ or requested by the City.

#### APPENDIX 1-H Questions and Answers

Please refer to the following questions and answers for more information about the MURA RFP and Program. The below are largely questions and answers that were submitted during previous RFP processes and have been updated for the 2025 RFP.

#### General

1) Is the intent of this RFP to create new housing stock or an opportunity to preserve existing stock by converting it to non-profit ownership?

The intent of the MURA program and this RFP is to fund the purchase of existing rental housing by non-profit organizations who will keep the properties affordable for 99 years.

MURA is not a new construction funding program so it is not intended to create "new housing stock".

2) Can we get MURA funding to purchase land and then CMHC funding to build a new seniors home?

MURA funding is not available for the purchase of land for future development. MURA is an acquisition program intended for the purchase of existing housing buildings to be operated as affordable rental housing by non-profit proponents.

3) Can an agency find a property independently of the City and apply to MURA or is the City choosing properties that will be available under the MURA Program?

MURA is designed so that agencies approved for a funding allocation find a property independently of the City and then submit those properties to the City for approval. The City will not circulate a list of eligible properties for agencies to choose from.

4) Can the property be located outside the 416 boundaries.

MURA does not support the purchase of properties outside the City of Toronto.

5) How fast can we get funding approved if the property is already listed in the market and we are looking to purchase.

The timing of MURA allocation decisions are subject to the volume of applications submitted from review by City staff and other factors. The City has not set a deadline for these decisions.

6) Can MURA funds be used in the purchase a mixed-use building that includes a nonresidential component, for example an apartment building with retail storefronts at grade? Yes, however, MURA funds are to be used to purchase the housing component of the building, not the non-residential component.

Mixed use buildings are acceptable provided that the appraisal for the property clearly distinguishes the values of the non-residential and residential portions of the building separately, and the MURA funding does not exceed the value of the residential portion of the building.

Please note that non-residential space will be subject to property taxes, unless otherwise exempt.

7) What are the ramifications of selling a MURA-funded property before the 99-year Affordability Period is up?

Similar to other City housing programs, the MURA Contribution Agreement requires that the City approve any sale or transfer of the property to a new owner. The new purchaser must either enter into a Contribution Agreement for the remainder of the Affordability Period, or the unforgiven balance of the MURA Funding must be paid back to the City. MURA Funding is forgiven at a rate of 1% per year for each year the agreement is in effect.

8) As the MURA funding is forgivable at a rate of 1% per year, if for example we were to sell the property after 5 years, we would be asked to repay 95% of the funding.

We are trying to mitigate a risk we could face if the property we purchase becomes less than ideal for some reason before the end of 99 years. If that happens and we need to sell, but with that sale we acquire the same number of affordable housing units within the City of Toronto, would we have to repay the funding? We would essentially be moving the affordable housing, instead of reducing it, with the hopes the funding remains intact and does not require repayment.

The program does not currently address or allow for this scenario as the intent is that Proponents purchase properties that will provide affordable housing over the 99-year term of the agreement.

In the event that a property becomes unsuitable, a Proponent could make a proposal to the City based on this scenario, with the understanding that the City would have no obligation to accept the proposal. Should the request be rejected, the Proponent would have to repay the unforgiven balance of the funding.

9) If a MURA-funded property is sold due to termination of the housing provider entity, what happens to any appreciation to the property value? For example, if a housing provider purchases a property for \$1 million, and later the housing provider is dissolved and property is sold for \$1.2 million, what happens to the \$200,000 increase?

The property value increase described in this scenario is not subject to or addressed by the MURA program or the related agreement.

# 10) Is it acceptable to submit a property under this RFP that has received City funding previously but for which the funding agreement will soon be expiring, such as a rooming house that received repair funds?

Yes, assuming there are no further complicating factors, this would be acceptable.

Using the example of a private rooming house that received repair funds, there is likely a repayment option in the repair funding agreement that would allow the agreement to be dissolved. In selling the property to a non-profit group, the private owner could repay the City the outstanding balance or unforgiven portion of the repair funding through the proceeds of the sale.

## 11) Is it permitted under this RFP for a Proponent to sell a currently funded affordable housing property(ies) to help fund the purchase of a bigger and better building?

This would be decided on a case-by-case basis after determining what any existing funding agreements in place for the properties considered for sale might permit. A Proponent interested in pursuing this approach should begin discussions with the City in relation to the existing affordable housing obligations as soon as possible and include all available information in their MURA Proposal.

# 12)Does the City offer or encourage other institutions to offer financing advantages to the housing provider who participates into the MURA program? For example, better conditions when housing providers apply for a mortgage?

The City has no such relationships with lenders. Groups are encouraged to speak to their lenders about the level of financing that could be secured to support a competitive proposal. Groups are encouraged to increase the purchasing power of the program by contributing equity, charitable contributions and financing.

## 13) Is there any way a MURA-purchased property can remove its affordable housing status, return to market-level rents, and be sold?

The intent of the MURA Program is to provide permanently affordable rental homes. Selling or renting a MURA-funded property at market rents would put the proponent in default under the terms of the Contribution Agreement, potentially requiring the proponent to repay the unforgiven MURA funds.

# 14)If the non-profit housing provider chooses to work with a third-party renovation company, is the owner of the reno company allowed to be a member of the non-profit housing provider?

No, renovation contracts must be at arms-length.

15)If a proponent is approved for one building with 50 units but later prefers to purchase a 10-unit building, can they do so and also purchase another property with the remaining 40-unit allocation within the one-year funding period?

This scenario will be considered on a case-by-case basis.

## 16)If a non-profit housing provider had the opportunity to acquire another non-profit agency and their properties would the MURA funding still be applicable?

MURA is intended primarily for the purchase of rental housing that is at risk of losing affordability through market pressures such as sale to a private owner and rent increases.

The acquisition of one non-profit corporation by another, or a merger of two groups, are not scenarios contemplated for funding from the MURA program.

This scenario appears to describe the purchase of existing non-profit housing that may already be committed or under contract to providing affordable rents. In this case, the affordability of the homes would not appear to be at risk and the acquisition would not be eligible under MURA.

# 17)To what extent are proposals evaluated based on the individual resumes of team members versus the organization as a whole? Will an individual's experience with another organization count?

The experience and capacity of both the organization as a whole and the individual team members will be taken into consideration.

Each individual team member's experience with the organization and before joining the organization can be considered. Similarly, a consultant's experience with similar work and other organizations will be considered.

An organization or team's prior experience working together is valuable and should be noted.

## 18) What does the City think about a newly founded non-profit housing provider which may have very experienced members but the organization itself is new?

As per the previous answer, proposals will be evaluated on both the experience and capacity of the organization as a whole and the individual team members. Using this example provided, the proponent should provide as much information as possible about the experience and capacity of the new organization's members.

## 19) Are proponents with an identified property in their proposal evaluated higher than proponents with a hypothetical proposed target property?

The RFP is intended to be neutral in this regard. An RFP submission can be completed fully with or without a specific property identified. The RFP's primary intent is to select capable non-profit proponents and teams that are able to purchase an eligible property

within a one-year timeframe and successfully operate the building over the long term as good quality, financially sustainable, affordable rental housing.

## 20) What is the interest rate, repayment frequency, and amortization period of a MURA loan?

There are no interest costs or regular payments required for MURA funding.

## 21)We're contemplating the purchase of two properties. Should we make one or two applications under MURA?

Only one application per organization is permitted but proponents can request funding for multiple buildings within the \$12 million per proponent program limit.

Using the example given, a single proposal should include the two proposed properties as two clearly separate components of the overall submission i.e. buildings A and B, with full details on each.

The City reserves the right to approve one component/building and not others. Should the properties only be available as a group and not individually, this should be explained in detail in the proposal.

Proponents interested in purchasing multiple properties should note that this RFP is a competitive process with limited funding.

# 22)If a sale were to fall through and a proponent could not meet the one-year program timeline to purchase a property, what would be the process for repaying funds? What if some funds have been spent? Is the promissory note binding?

Any funds advanced must be spent according to the terms of the program, including the Letter of Commitment and the Escrow and Contribution Agreements.

The promissory note is binding and secures the deposit and pre-acquisition funds.

If a sale falls through but the one-year deadline has not be reached, the proponent is able to pursue the purchase of another property. However, no additional deposit or preacquisition funding will be available.

The City reserved the right to extend the one-year deadline at its sole discretion.

Should funds have been spent on pre-acquisition expenses (for example an appraisal or building condition assessment), in relation to a sale that ultimately falls through and the one-year funding horizon has passed and not been extended, an accounting with supporting documentation would be required to verify that the expenses were eligible under the program. Eligible expenditures would not need to be repaid to the City. Otherwise, any remaining unspent funding would be returned to the City in exchange for the promissory note.

# 23) What is the security position of the City mortgage charge on title (i.e. must MURA be secured as the first mortgage?) Is subsequent financing allowed on title, if needed?

Private lender financing charges are permitted in priority to the MURA charge on title.

## 24) When we are applying can we meet one of your team members to review our application?

No, for fairness reasons, during the RFP period City staff cannot meet directly with proponents to discuss proposals.

Outside of the RFP period, Housing Secretariat staff are free meet with groups and discuss programs and proposals.

## 25) Are there any "minimums" applicable to occupancy levels that need to be maintained for funding models?

MURA properties are intended to maintain full occupancy, subject to normal operations.

## 26) Would philanthropic transfers of property be considered acquisitions, potentially freeing up MURA funds for more substantial renovations/ improvements?

Yes, philanthropic transfers of a property at nominal or below-market cost would be considered an eligible acquisition.

The MURA program is primarily intended as an acquisition program with the renovation component intended to focus on critical health and safety repairs and renovations to bring the properties acquired up to acceptable standards.

MURA incentives (tax relief and the waiver of Planning and Permit fees) can also be provided in the absence of MURA acquisition funding.

## 27) How does this RFP intend to deal with the inequity barriers a new group may have in applying to this RFP compared to a more experienced group?

A new or less experienced group would be encouraged to partner with or be mentored by a more experienced group to have their support and assistance in the acquisition and operation of the property.

A new or less experienced group would also be encouraged to assemble a qualified and experienced team. The proponent will be evaluated on their own direct experience and that of the consultants or other experienced contributors involved in the acquisition, operations and property management.

# 28)If a group were interested in establishing a new non-profit group or a land trust could this plan be included in an RFP submission or should the new entity be incorporated before a submission is made?

The City requires the proponent to be an existing legal entity, so if the trust is not yet established, it would be premature to submit an application on its behalf.

29) My understanding is that our agreement of purchase and sale must have a 60-day financing condition, and then a 60-day closing from that conditions waiver go-firm date. We are trying to get properties under contract now. Does our 60-day financing condition period need to start the day we get the property under contract (say tomorrow) or does it need to start once the City has made a decision?

The 60-day conditional period is a minimum intended to ensure sufficient time for the proponent to confirm financing and for the City to review and approve of the Property Acquisition Package. Proponents are encouraged to begin the 60-day conditional period once they have agreed to the terms of the Commitment Letter and are ready to submit a Property Acquisition Package. This is intended to allow adequate time for approvals and due diligence prior to the proponent waiving the conditions in their offer to purchase.

Any acquisition in advance of MURA funding approvals or site-specific approvals are entirely at the group's own risk.

Successful Proponents will be provided with a Commitment Letter confirming the maximum Approved Funding based on their Proposal. After agreeing to the terms of the Commitment Letter, Successful Proponents will receive 10% of their Approved Funding as deposit funds, as well as \$25,000 in pre-acquisition funding, to be paid in trust to their lawyer, and can submit a Property Acquisition Package to the City when a property is identified. The City will complete the review and approval of acquisitions within 30 days of receipt of a Property Acquisition Package.

## 30)If we don't have a building/site, do we submit the maximum number of units within our capacity for approval and scale down once a site is secured?

Under these circumstances, proposals are to reflect the type and size of property proponents are interested in acquiring, and that the group can realistically purchase in the Toronto market and successfully operate. These matters will be scored through the evaluation.

Funding is allocated on a per unit basis, so in the event that a successful proponent purchases a property with fewer units than they have been allocated, the City will fund the purchase only up to the proponent's per unit funding amount.

As noted in the RFP at section 2.7 Approval and Payment Processes:

A Proponent's final site-specific MURA Funding will be determined based on the Proponent's Approved Funding as set out in the City's Commitment Letter. The Commitment Letter provides a maximum funding amount and a per-unit funding amount, with the following implications:

- a) MURA Funding cannot be increased should the Proponent choose to purchase a property with more units than they were approved for. For example, should a Proponent be approved to purchase a 30-unit building at \$175,000/unit for a total allocation of \$5,250,000, and then chooses to purchase a 35-unit building, no additional funding beyond the allocation of \$5,250,000 will be provided.
- b) Should a Proponent choose to purchase a property with less units than they were approved for, their final site-specific MURA Funding will be reduced proportionately based on their per-unit allocation. Using the above example, should the Proponent be approved to purchase a 30-unit building at \$175,000/unit for a total allocation of \$5,250,000, and proposes to purchase a 25-unit building, based on their per-unit funding allocation of \$175,000, MURA Funding of \$4,375,000 will be provided, reflecting 25 units multiplied by \$175,000/unit.For example, a group may be allocated \$150,000 per unit for a total of 40 units and a total of \$7 million in funding. Should the proponent purchase a 30-unit property, a total of \$5.25 million in funding will be provided, representing 30 units x \$175,000/unit.

Proponents should note that this RFP is a competitive process with limited funding.

31)Is a property purchased through this RFP exempt from land transfer tax, and if not, is the cost of land transfer tax an eligible cost?

Properties purchased with MURA funding are not exempt from land transfer tax and the cost of land transfer tax is an eligible cost under the program. The full amount of land transfer tax due should be included in the capital budget and the budget will be the basis for MURA funding.

32)Are you required to purchase an entire building, or is it possible to purchase a few units within a building? Would this also be available to purchase a home for group living?

Other than the purchase of a number of units within a condominium building, the MURA program is not designed for the purchase of a portion of rental units within a rental property.

Congregate living arrangements in the form of multi-tenant/rooming houses are eligible for MURA.

33)Is there a reason why the City continues to disburse funds through forgivable loans (which represent liabilities rather than equity and impede future growth in non-profit housing sector) rather than utilizing other means of securing affordability such as Social Housing Agreements, reconveyance agreements, etc. also registered on title?

Yes, these forms of security are either unavailable to MURA projects or do not provide the City with a level of security in keeping with the funding provided.

# 34)Is any specific funding/unit allocation provided to B3 organizations (Black-led, Black serving and Black-focused), or organizations specifically supporting affordable housing for Black and visible minorities?

At this time the only dedicated funding set-aside or carve-out is the 20% of MURA funding that is dedicated to supporting Indigenous housing organizations.

#### Indigenous Housing

# 35)Is the Miziwe Biik Development Corporation (MBDC) set aside for 20% of funding for Indigenous housing providers an entirely separate selection process? If so can an Indigenous organization apply to this separate RFP as well?

The 20% MURA set aside for Indigenous housing providers is part of this City RFP process, not a separate MBDC process. MBDC will be involved in the review and selection of Indigenous proposals. MBDC may have other funding available to Indigenous housing providers that can be combined with the City's MURA program.

## 36)Is there a minimum number of units or percentage of units for Indigenous tenants that defines a project as Indigenous?

There is no set minimum number of units or percentage of units for Indigenous tenants required to qualify a project as Indigenous or not. The key criterion is that the Proponent be an Indigenous non-profit housing provider, meaning the Proponent should be an Indigenous-led organization, located off-reserve in the Greater Toronto Area, whose mandate is to provide housing opportunities to Indigenous households.

The City appreciates that a property may be acquired with existing non-Indigenous tenants and that on turnover Indigenous tenants will be selected to move in.

#### **Public Information**

## 37) Will the names of Successful Proponents be announced publicly, as this could affect property price negotiations?

It is not anticipated that Successful Proponents will be announced publicly prior to the purchase of a property. After a property has been acquired the City publishes the name of the proponent and property's Ward location on its website.

# 38) Is there any potential that the proposal submissions, including resumes, would be posted publicly? (There is potentially private home / contact info of individuals/consultants etc.)

The City does not intend to release proposals publicly and has never done so.

Proposals are subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990.

#### Rent Levels and Housing Benefits

39)Can rents be increased when the unit becomes vacant, and if so, can they be increased beyond the provincial guideline amount as long as they stay below the maximum affordable rent? Or are rent increases restricted to once every 12 months according to the provincial guidelines, regardless of tenant turnover?

On unit turn-over rents can be increased to the current affordable rent level. Proponents that can successfully operate properties below affordable rent levels, while remaining financially viable and in a state of good repair, are encouraged.

40) The RFP states that 20% of the units in an approved property are to have City housing benefits if funding is available. Does that mean that if City funding is not available then 20% of the units do not have to be in receipt of a housing benefit?

That is correct, if City housing benefits funding is not available then the obligation to provide units to tenants in receipt of a housing benefit is waived. The City reserves the ability to place households in receipt of a housing benefit in up to 20% of the units during the affordability period. Organizations are encouraged to seek housing benefits from other sources for tenants in need.

41)If a proponent allocates 20% of units for housing benefit recipients, and the City allocates RGI housing benefits for these units, can the proponent set the total rent at the MURA max affordable rent for these units? For example, if an RHI-eligible insitu tenant is currently living in a bachelor unit and paying \$900 in rent, when an RGI housing benefit is allocated to this tenant, is it acceptable for a new lease (providing RGI lease requirements) to be signed with the tenant at a total rent of \$1,088? The tenant would of course only pay 30% of their income as the tenant's portion of rent.

Yes, with the exception that if the 30% rent calculation for the household results in a rent amount that is above the current rent but below the max affordable rent (i.e. they would still qualify for a small subsidy) the lower rent would apply under RTA rules since an in-situ tenant shouldn't receive an increase more than an RIG guideline.

42)If we can get rent supplements from another level of government up to 100% of AMR, but charge tenants only the ODSP shelter component (well below 80% of AMR) can we use 100% of AMR in our operating budget?

Whether from another source or the City, the rent supplement would be up to no more than the maximum program rents. Average Market Rent (AMR) and 80% AMR no longer apply.

43)How do housing benefits work in order to calculate operating revenue? If rent is \$1,000 and someone has a housing benefit of \$700 then:

- a) Does the person with the housing benefit have to come up with the \$300 gap?
- b) Does the rent become equal to the housing benefit (\$700)?
- c) Also, what value would you use to estimate the amount of a housing benefit?

Operating revenue is calculated on the full amount paid to the landlord i.e. the amount of rent the tenant pays plus the amount of any housing benefit. In your example, the unit's operating revenue would be a total of \$1,000, comprised of \$300 from the tenant and \$700 from the housing benefit.

Regarding the three components of the question:

- a) Yes, the tenant pays \$300;
- b) No, the rent is the combined tenant's payment and housing benefit, in this case, \$1,000;
- c) The value of the housing benefit is dependent on the income of the tenant. Utilize the full amount collected per unit to calculate your operating budget.

#### 44) Is the lease between landlord and tenant for 99 years?

No, the affordability term required by MURA is 99 years and this is reflected in the Contribution Agreement between the City and the proponent. In other word, the rents must be affordable for the 99 years or the life of the building. The lease between the proponent (landlord) and tenant is not 99 years.

45) Multi-Tenant (Rooming) HousesIf a non-profit purchased an existing building which included vacant, unlicensed rooming house units, and it converted those units to a reduced number of larger, renovated one-bedroom apartments (converting 11 rooming house rooms into 4 one-bedroom apartments), would those newly renovated/created one-bedroom apartments be eligible for MURA funding?

If what is being proposed is that a vacant multi-room property be purchased and renovated into separate apartments, this would be an eligible acquisition provided that the proponent had a strong and viable plan to fund and complete the renovations. In other words, any renovation costs would be the responsibility of the proponent.

As the intent would be to operate one-bedroom rental apartments, funding should be applied for on this basis rather than on the basis of the existing rooming house rooms. Using the above example of four 1-bedroom apartments the proposal would be eligible for a maximum of \$800,000 (4 x \$200,000 in funding).

It should be noted that this scenario may involve planning approvals and would require Building Permits. A proposal for this scenario should evidence that the proponent has the financial and professional ability to complete the renovations.