



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

TRACKING NO.: 2026-025

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: | March 11, 2026 | Phone No.: | 416-392-7665                     |

|                         |  |
|-------------------------|--|
| <b>Purpose</b>          | To obtain authority to enter into a lease agreement between the City of Toronto as landlord (the " <b>Landlord</b> ") and a third-party tenant (the " <b>Tenant</b> ") with respect to the property municipally known as 7251 Bells Road located in Southwold, Ontario for the purpose of residential use (the " <b>Lease Agreement</b> ").  |
| <b>Property</b>         | The residential property municipally known as 7251 Bells Road, Southwold, Ontario, legally described in Appendix "A" attached hereto including the house, any outbuildings, and the land on which same are situated are included as part of the leased premises and may be used by the tenants during the term of the lease (the " <b>Leased Premises</b> ").  |
| <b>Actions</b>          | Authority be granted to enter into a 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.  |
| <b>Financial Impact</b> | <p>This DAF seeks authority to formalize an existing month-to-month tenancy. The current monthly rent is \$1,136.90 excluding HST. Any future residential rent increases will follow the rent increase guidelines published by the Ontario Landlord and Tenant Board.</p> <p>In addition, the Tenant is responsible for the utilities and occupancy costs including water, gas, hydro, heating and cooling.</p> <p>Revenues to the City will be reported in the Operating Budget for Corporate Real Estate Management (CREM) under cost center FA2490.</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>  |
| <b>Comments</b>         | <p>On December 17, 2003, the Tenant agreed to and signed a tenancy agreement with D&amp;B Developments to reside at the Leased Premises. The lease agreement was for a fixed term of twelve months and eleven days, beginning on the 20<sup>th</sup> of December 2003 and ending on the 31<sup>st</sup> day of December 2004.</p> <p>The subject property is located between the cities of St. Thomas and London, Ontario and was acquired by the City of Toronto along with several other similar residential and agricultural properties from Green Lane Landfill in April of 2007. These lands were acquired to secure Toronto's long-term disposal/landfill requirements. Surrounding the landfill site is a buffer zone of agricultural and residential properties. This buffer zone is expected to be in place while the landfill is operational. The subject property is located within this buffer zone. Properties contained within the buffer zone are leased, generating required revenue to maintain the area. The subject property contains a detached one-story dwelling consisting of approximately 1,959 square feet, and the garage located north of the landfill site.</p> <p>As of March 2026, this Landlord and Tenant relationship continue 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> |
| <b>Terms</b>            | See Appendix "B".  |

|                         |                             |                      |
|-------------------------|-----------------------------|----------------------|
| <b>Property Details</b> | <b>Ward:</b>                | 00 – Outside City    |
|                         | <b>Assessment Roll No.:</b> | 3939-01-9-040-04800  |
|                         | <b>Approximate Size:</b>    | House = 1,959 sq ft. |
|                         | <b>Approximate Area:</b>    | N/A                  |
|                         | <b>Other Information:</b>   | PIN 09719-0080       |

| 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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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> |

|  |
|--|
| <b>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>   |
| <ul style="list-style-type: none"> <li>Documents required to implement matters for which each position also has delegated approval authority.</li> <li>Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).</li> </ul> |
| <b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>  |
| <ul style="list-style-type: none"> <li>Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>  |

|   |  |               |   |
|---|--|---------------|---|
| <b>Pre-Condition to Approval</b>  |  |               |   |
| <input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property |  |               |   |
| <b>Consultation with Councillor(s)</b>  |  |               |   |
| Councillor:   | Out of City  | Councillor:   |   |
| Contact Name:   | NA   | Contact Name: |   |
| Contacted by:   | <input type="checkbox"/> Phone <input checked="" 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:     |   |
| <b>Consultation with Divisions and/or Agencies</b>  |  |               |   |
| Division:   | Solid Waste Management   | Division:     | <b>Financial Planning</b>   |
| Contact Name:   | Sara Little  | Contact Name: | Karen Liu   |
| Comments:   | No objections  | Comments:     | No objections   |
| <b>Legal Services Division Contact</b>  |  |               |   |
| Contact Name:   | Chris Cieslik (comments incorporated)  |               |   |

| DAF Tracking No.: 2026-025   | Date       | Signature                |
|--|------------|--------------------------|
| Concurred with by:   |            | X                        |
| <input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services<br/>Eric Allen</b><br><input type="checkbox"/> Approved by: | 03-24-2026 | Signed by Eric Allen     |
| <input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services<br/>Alison Folosea</b>  | 03-31-2026 | Signed by Alison Folosea |

# Appendix "A"

## Location Map & Floor Plan

1. 7251 Bells Road

EAST 1/2 LT 24 CON 2, EXCEPT PT 1 PL 33R-13075; MIDDLESEX CENTRE TWP/DELAWARE CITY OF TORONTO

PIN 09719-0080



1 & 7263 Bells Rd)  
pass PMA

**7251 Bells Road – Main house**



**7225 Bells Road –Storage**



**Appendix "B"****Major Terms and Conditions**

|                                     |  |
|-------------------------------------|--|
| <b>Gross Rent:</b>                  | Current monthly rent: \$1,136.90 / month (no HST)  |
| <b>Additional Rent:</b>             | N/A  |
| <b>Area of Premises:</b>            | House = 1,959 ft <sup>2</sup> and structure (7225 Bells Road) on the same parcel is included.  |
| <b>Term:</b>                        | Month to month   |
| <b>Use:</b>                         | Residential Only for the main house, storage for 7225 Bells Road   |
| <b>Landlord's Work:</b>             | N/A  |
| <b>Utilities</b>                    | Tenant is responsible for Hydro, Heat, and Water.  |
| <b>Deposit:</b>                     | \$551.50 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.   |
| <b>Tenant Ending the Tenancy:</b>   | At least 60 days' notice after the initial term in accordance with the Landlord and Tenant Board ("L <sup>T</sup> B") forms.   |
| <b>Landlord Ending the Tenancy:</b> | Must give proper notice with LTB forms in certain situation set out under the <i>Residential Tenancies Act, 2006</i> (the Act).  |
| <b>NSF Fee:</b>                     | \$20.00 per NSF cheque.  |
| <b>Payment:</b>                     | 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.  |
| <b>Insurance:</b>                   | The Tenant is to maintain <ul style="list-style-type: none"> <li>a) third party bodily injury and property damage liability insurance in the amount of at least \$1,000,000.00 per occurrence;</li> <li>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</li> <li>c) such other insurance as a prudent tenant, acting reasonably, would maintain.</li> </ul>   |
| <b>Additional Space:</b>            | The house, any outbuildings, and the land on which the same are situated are included as part of the leased premises.  |
| <b>Indemnity:</b>                   | 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. |
| <b>Acknowledgement</b>              | The Tenant acknowledges that the City owns and operates a landfill and associated operations known as the Green Lane Landfill (the " <b>Landfill</b> "), 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.   |