

SOCIAL HOUSING AGREEMENT

15 Denison Avenue

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SOCIAL HOUSING AGREEMENT

THIS AGREEMENT dated this XX day of XX 2026.

BETWEEN:

XX
(the "Owner")

and

CITY OF TORONTO
(the "City")

BACKGROUND

- A. WHEREAS the Owner is the registered and beneficial owner of certain lands and premises situated in the City of Toronto, in the Province of Ontario known municipally in the year 2026 as 15 Denison Avenue, Toronto as more specifically described in Schedule "A" attached hereto (hereinafter called the "**Lands**")
- B. AND WHEREAS the Council of the City has, by the adoption of MM45.46 at its meeting held on June 15 and 16, 2025 authorized the transfer of ownership of the Lands to an Indigenous non-profit housing provider to be selected through the Request for Proposals with such housing provider to design, build, finance, own and operate a new mixed-use affordable rental housing building, with rental units remaining affordable for a minimum period of 99 years;
- C. AND WHEREAS which Lands were acquired from the City as of the date of this Agreement, pursuant to an Agreement of Purchase and Sale between the City as vendor and the Owner as purchaser dated XX (the "**APS**");
- D. AND WHEREAS the Council of the City has, by the adoption of XX at its meeting held on XX authorized the Executive Director, Housing Secretariat to enter into with XX an agreement pursuant to Section 453.1 of the City of Toronto Act, 2006 to set out the terms of the operation of the Social Housing Facility for 99 years as affordable housing, all on terms and conditions satisfactory to the Executive Director, Housing Secretariat and in a form satisfactory to the City Solicitor;
- E. AND WHEREAS Pursuant to subsection 453.1(16) of the City of Toronto Act, 2006 the City may enter into an agreement with the owner of land that is to contain housing accommodation for the purposes of a social housing program but for which no by-law under section 34 of the Planning Act prescribing the matters set out in subsection (2) is required;

- F. AND WHEREAS Under s. 453.1 of the City of Toronto Act, 2006 a “social housing program” means, inter alia, a program or project that is entirely owned or operated by a non-profit corporation as defined in the National Housing Act (Canada) and that, in the opinion of the City, is designed to provide housing accommodation primarily for persons with low to moderate incomes, at a charge not exceeding the amount required to finance, operate and maintain such accommodation without profit (the “**Social Housing Program**”);
- G. AND WHEREAS the Owner has agreed to operate the Social Housing Facility in accordance with the Social Housing Program;
- H. AND WHEREAS this agreement is made pursuant to subsection 453.1(16) of the City of Toronto Act, 2006;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada and the acquisition of the Lands from the City at less than fair market value and other valuable consideration now paid by the City to the Owner (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees to and with the City as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and Schedules attached hereto, the following terms shall have the following respective meanings:

“**Access Plan**” means a policy established by the Owner and approved by the Executive Director, Housing Secretariat which policy shall specify how tenants are to be selected and how information about such process is disseminated to the public, to be settled in accordance with the terms of the Contribution Agreement;

“**Act**” means the City of Toronto Act, 2006, S.O. 2006, C.11 Schedule A, and any statute that may be substituted therefor, as may be amended from time to time;

“**Affordability Period**” means ninety-nine (99) years from First Occupancy, as that term is defined in the Contribution Agreement;

“**Affordable Housing Unit**” means a rental housing unit within the Social Housing Facility provided and maintained on the Lands at Affordable Rents in accordance with and pursuant to this Agreement;

“**Affordable Rent**” or “**Affordable Rents**” means Monthly Occupancy Costs at or below the lesser of the City’s Affordable Rents and the Provincial Affordable Rents;

“**Agreement**” means this agreement and all Schedules to this Agreement, as may be amended from time to time;

"Average Market Rents" or "Average Rents" or "AMR" means average monthly Toronto-wide rents by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; if CMHC does not publish a survey of City-wide rents, then "Average Market Rents" for the calendar year shall be City-wide average rents as determined by the City acting reasonably;

"Business Day" means any day of the week on which the offices of the City are open to the public for business, excluding in any event, Saturdays, Sundays and holidays observed in the City;

"City" means the City of Toronto and where appropriate in the context, includes formerly The Corporation of the City of Toronto;

"City's Affordable Rents" means Monthly Occupancy Costs, as determined by the City and published on the City's website, that are at or below the lesser of Average Market Rent or 30% of the before-tax monthly income of renter households in the City as follows:

- i. studio units: one-person households at or below the 50th percentile income;
- ii. one-bedroom units: one-person households at or below the 60th percentile income;
- iii. two-bedroom units: two-person households at or below the 60th percentile income;
- iv. three-bedroom units: three-person households at or below the 60th percentile income.

"Contribution Agreement" means the agreement dated [XX] between the Owner and the City pursuant to section 252 of the *City of Toronto Act, 2006*, S.O. 2006, c 11 and the City of Toronto Municipal Code, Chapter 513, for the provision of municipal housing project facilities on the Lands;

"Director, Housing Stability Services" or "Director" means the Director responsible for the Housing Stability Services Unit and includes their designate or successor, if any;

"Dispose" means the entering into of any agreement or the taking of any act or any omission which results or shall in the future result in a Disposition;

"Disposition" means, with respect to the Lands, the sale, assignment, exchange, transfer, mortgage, hypothecation, pledge, encumbrance, the granting of an option, or other disposition of any interest in the Lands, or any agreement for the sale, assignment, exchange, transfer, mortgage, hypothecation, pledge, encumbrance, or other such disposition of an interest in the Lands;

"Effective Date" shall have the meaning ascribed thereto in section 2.1 of this Agreement;

"Event of Default" means:

- (a) any uncured default under the Contribution Agreement;

- (b) where there is a change in the use of the Social Housing Facility and a building permit is issued relating to the Social Housing Facility, including all or part of the Units cease to be used as rented residential premises as required under this Agreement;
- (c) the Owner has, in the opinion of the City, acting reasonably, failed to proceed with the implementation, construction and/or the operation of the Social Housing Facility in a timely manner, except where such failure is due to causes which, in the opinion of the City, acting reasonably, are beyond the control of the Owner;
- (d) the Owner ceases to be an Indigenous Housing Provider;
- (e) a subdivision agreement under Section 51 of the Planning Act is executed by the Owner and the City in respect of the Lands or any part thereof without the prior written approval of the Executive Director, Housing Secretariat;
- (f) a consent agreement under Section 53 of the Planning Act is executed by the Owner and the City in respect of the Lands or any part thereof, or a consent under Section 53 of the Planning Act is granted by the Committee of Adjustment in respect of the Lands or any part thereof without the prior written approval of the Executive Director, Housing Secretariat
- (g) the Owner becomes bankrupt or insolvent;
- (h) the Owner ceases to operate the Social Housing Facility pursuant to the terms and conditions of this Agreement or any Rent Supplement Agreement;
- (i) the Owner ceases to be a non-profit corporation as defined in the National Housing Act (Canada);
- (j) if in the opinion of the City, acting reasonably, the Owner knows or ought reasonably to have known at Initial Occupancy that an Affordable Housing Unit or Rent Controlled Unit is being provided to a tenant whose Household Income exceeds the Initial Income Limit or that the household composition has been misrepresented or has not been verified on Initial Occupancy as required under this Agreement and such violation is part of a consistent and persistent series of several and material violations over time such that the Owner has failed to consistently operate the Social Housing Facility as required by the provisions of this Agreement;
- (k) the Owner knows or ought reasonably to have known in the opinion of the City, acting reasonably that the average Monthly Occupancy Costs for an Affordable Housing Unit or Rent Controlled Unit (as applicable) in the Project exceed the applicable Affordable Rent or Rent Controlled Rent (as applicable); the Owner has breached this Agreement in whole or in part;

- (l) the Owner, in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the City;
- (m) the Owner is unable or unwilling to pay its debts as they become due or defaults under any mortgage encumbering the Social Housing Facility;
- (n) an order is made or resolution is passed for the winding up or dissolution of the Owner, or the Owner is dissolved;
- (o) the Owner becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or fails any proposal or makes any assignment for creditors or any arrangement or compromise;
- (p) a receiver or receiver-manager is appointed for the Social Housing Facility by a creditor;
- (q) the Social Housing Facility or any Unit is sold, leased or further encumbered or otherwise disposed of by the Owner contrary to this Agreement; or
- (r) there is, in the opinion of the City, acting reasonably, a material adverse change in risk in the Owner's ability to carry out its roles and responsibilities under this Agreement with respect to the implementation and/or the operation of the Social Housing Facility.

"Executive Director, Housing Secretariat" means the division head responsible for the administration of the City's Housing Secretariat Division and includes the Executive Director's designate or successor, if any;

"First Occupancy" means the first day of the first month immediately following the month in which a Unit in the Social Housing Facility is rented for the first rental period following Substantial Completion;

"Household" means all the persons occupying a Unit and includes an individual living alone;

"Household Income" means total household income from all sources of all persons who reside in an Affordable Housing Unit or Rent Controlled Unit, or who will reside in an Affordable Housing Unit or Rent Controlled Unit if it is rented to them as defined by the City, as may be amended or replaced from time to time;

"Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

"Housing Access System" means the City's centralized housing access system(s) including the Coordinated Access System, Centralized Waiting list, and other affordable housing access system(s) as may be determined by the City and approved as part of the Access Plan; and which includes the allocation and administration of Housing Benefits;

"Housing Benefits" means a financial benefit provided for or on behalf of a tenant to make up the difference between the rent-geared-to-income rent payable by a tenant and the rent payable to the landlord for a residential unit;

Indigenous Housing Provider means: a Non-Profit Housing Organization in which Indigenous People are key decision-makers, such as board members and/or senior management and which meets the criteria set out in Section 3.1 of the Request for Proposals titled "Development and Operation of For Indigenous, By Indigenous Housing at 15 Denison Avenue" dated [XX], 2026. Indigenous Housing Providers are organizations that have a mandate to provide housing/services primarily to Indigenous People and are accountable to the Indigenous community by having a board of directors elected by, and from, the Indigenous community;

"Initial Income Limit" means Household Income at or below four (4) times the annualized Monthly Occupancy Costs, as determined annually by the Director, Housing Stability Services;

"Initial Occupancy" means when a new Household occupies a Unit regardless of whether it was previously rented;

"Non-Profit Housing Organization" means a corporation in good standing incorporated under the Not-for-Profit Corporations Act, 2010, S.O. 2010, c.15 or the Canada Not-for-Profit Corporations Act, S.C. 2009, c.23;

"Lands" means 15 Denison Avenue, Toronto as more specifically described in Schedule "A" attached hereto;

"Low to Moderate Income" means household income that is below the Initial Income Limit;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. M. 56;

"MFIPPA Protected Information" means any "Personal Information" as defined in MFIPPA;

"Monthly Occupancy Costs" means the total of the monthly rent payable to the Owner for a Unit including the cost of hydro, heat, water and hot water; and Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges;

"Parties" means the City and the Owner and their respective successors and permitted assigns; and "Party" means any one of the Parties;

“Provincial Affordable Rents” means the affordable rents by bedroom type set out in the “Affordable Residential Units for the purposes of the Development Charges Act, 1997 Bulletin”, as it is amended from time to time, that is published by the Minister of Municipal Affairs and Housing pursuant to section 4.1(2) of the Act;

“Rent Controlled Units” means the [XX] units in the Social Housing Facility at Rent Controlled Rent;

“Rent Controlled Rent” means Monthly Occupancy Costs for a unit that are at or below one hundred fifty percent (150%) of the Average Market Rents when first rented to a new tenant, and that are increased in respect of a tenancy not more than annually and by no more than the Rent Increase Guideline plus two per cent;

“Rent Increase Guideline” means the prevailing rent increase guideline established each calendar year pursuant to the Residential Tenancies Act, 2006, S.O. 2006, c. 17, or any successor legislation;

“RTA” means the Residential Tenancies Act, 2006, S.O. 2006, C.17, and regulations thereunder, as may be amended or replaced from time to time;

“Social Housing Facility” means the [XX] Affordable Housing Units and the [XX] Rent Controlled Units on the Lands, together with all common areas, storage areas, utility and mechanical areas, areas required for ingress and egress, vehicle parking areas and all other areas that are required by or associated with such units and shall include the Lands;

“Substantial Completion” means the Social Housing Facility has achieved Substantial Performance as contemplated in the *Construction Act*, R.S.O. 1990, c. C.30;

“Unit” means one of the Affordable Housing Units or Rent Controlled Units within the Social Housing Facility; and

“Utility Allowance” means the average amount of separately metered utility costs, determined by the City and published on the City's web site.

1.2 This Agreement, the Schedules incorporated into it by reference and any documents entered into pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.3 Any reference in this Agreement to a statute shall be deemed to include any regulations made under the statute, any amendments made from time to time and any successor legislation.

1.4 Where the City has agreed herein that any required consent shall not unreasonably be withheld, the parties agree that the City will be acting reasonably by considering the availability, need, and priorities identified by the City for the Social Housing Program provided by the Owner under this Agreement.

ARTICLE 2 EFFECTIVE DATE

- 2.1** The Effective Date of this Agreement shall be the date that title to the Lands was registered in the name of the Owner.

ARTICLE 3 OWNER REPRESENTATIONS AND WARRANTIES

- 3.1** The Owner represents and warrants that:
- (a) it is duly incorporated as a non-profit organization under the laws of Ontario or Canada;
 - (b) it is an Indigenous Housing Provider;
 - (c) the Board of Directors of the Owner has authorized the Owner to enter into this Agreement and such authorization has not been withdrawn;
 - (d) it shall not, without the prior written consent of the City, which consent shall not unreasonably be withheld, alter, supersede or cancel its articles of incorporation, letters patent or other constating document in any way which would affect its ability to perform its obligations under this Agreement;
 - (e) no member of the Council of the City or members of any of its agencies, boards or commissions shall be entitled to any share or part of this Agreement or to any benefit to arise therefrom; and
 - (f) no individual to whom the City's Code of Conduct for Members of Council, the City's Re-Employment of Former City Employees' Policy or the Employee Conflict of Interest Policy apply, shall derive a direct benefit from this Agreement.
- 3.2** The Owner agrees that Units in the Social Housing Facility shall be made available solely to Low to Moderate Income Households in accordance with this Agreement.
- 3.3** Unless otherwise approved by the City, the Owner agrees that it shall not apply to convert the Social Housing Facility for a purpose other than Housing, nor to demolish the Social Housing Facility without replacement.

ARTICLE 4 SOCIAL HOUSING FACILITY TO BE PROVIDED

- 4.1** The Owner covenants and agrees to construct (or cause the construction of) a minimum of [XX] Units on the Lands for the purpose of the Social Housing Facility.

ARTICLE 5 AFFORDABILITY PERIOD

- 5.1** The Units shall be maintained as affordable rental housing in accordance with the terms of this Agreement for the Affordability Period.
- 5.2** Unless otherwise approved by the City, the Owner agrees that it shall not apply to convert the Social Housing Facility for a purpose other than housing, nor to demolish the Social Housing Facility without replacement.

ARTICLE 6 HOUSEHOLD SELECTION AND MONTHLY OCCUPANCY COSTS

Household Selection

- 6.1** The Owner agrees that Units in the Social Housing Facility shall be made available solely to Low to Moderate Income Households.
- 6.2** Households shall be selected in accordance with the Access Plan. The Access Plan shall be approved by the Executive Director, Housing Secretariat no later than ninety (90) days prior to First Occupancy. The Access Plan shall not be amended without the consent of the Director, Housing Stability Services, which consent shall not unreasonably be withheld.
- 6.3** If required by the City at any time during the Affordability Period, make up to 20% of the Units available to tenants who are the recipients of Housing Benefits, in accordance with the terms and conditions of this Agreement or any other agreement entered into with the City with respect to those Units;
- 6.4** The Owner may, at the option of the City, be required to participate in the City's Housing Access System or any similar process to be approved by the Director, Housing Stability Services in connection with the provision of Housing Benefits for Households.
- 6.5** For all Units in the Social Housing Facility, the Owner shall take such steps as are necessary to verify that the tenant has a Household Income that does not exceed the Initial Income Limit prior to occupancy, determined in accordance with the City's requirements and in a form acceptable to the Director, Housing Stability Services.
- 6.6** The Owner shall ensure that no Unit is rented to a member or director of the Owner, or any individual not at arm's length to the Owner, member or director of the Owner unless the Owner is a non-profit co-operative, as defined in the Co-operative Corporations Act, R.S.O. 1990, c. C.35, as amended, or is a not-for-profit corporation

Monthly Occupancy Costs

6.7 Monthly Occupancy Costs

- (a) for each separate Affordable Housing Unit, shall not exceed Affordable Rents; and
- (b) for each separate Rent Controlled Unit, shall not exceed Rent Controlled Rents.

6.8 If heat, water or hydro costs are separately metered and paid directly by the household of any Unit, the Owner shall deliver the Utility Allowance to the tenant by way of setting off the amount of the Utility Allowance against the monthly rent payable, such that the Monthly Occupancy Costs for any such Unit (as applicable) shall not exceed the limits set out in Section 6.7 above.

Monthly Occupancy Cost Increases for Affordable Housing Units

6.9 The Owner may adjust the Monthly Occupancy Costs, with respect to an Affordable Housing Unit, if at least twelve (12) months have elapsed:

- (a) since First Occupancy of the Affordable Housing Unit; or
- (b) since the day of the last rent increase with respect to the Affordable Housing Unit, if there has been an increase,

by no more than the prevailing Rent Increase Guideline, to an amount not to exceed the Affordable Rent. The Owner acknowledges that, if the Rent Increase Guideline does not apply to the Project, the Owner agrees that the Rent Increase Guideline applies by virtue of the contractual terms of this Agreement. In the event the Rent Increase Guideline is repealed and not replaced with similar legislation, Monthly Occupancy Costs may be adjusted based on annual changes to the Consumer Price Index - not seasonally adjusted, for all items - in January of each year for the Toronto Census Metropolitan Area (or, where available, the City of Toronto) as reported by Statistics Canada (the “**CPI Adjustment**”), to an amount not to exceed the Affordable Rent.

Monthly Occupancy Costs Increases for Rent Controlled Units

6.10 The Owner may adjust the Monthly Occupancy Costs, with respect to a Rent Controlled Housing Unit, if at least twelve (12) months have elapsed:

- (a) since Initial Occupancy of the Rent Controlled Housing Unit; or
- (b) since the day of the last rent increase with respect to the Rent Controlled Unit, if there has been an increase,

by no more than the prevailing Rent Increase Guideline plus two percent (2%). The Owner acknowledges that, if the Rent Increase Guideline does not apply to the Project, the Owner agrees that the Rent Increase Guideline applies by virtue of the

contractual terms of this Agreement. In the event the Rent Increase Guideline is repealed and not replaced with similar legislation, Monthly Occupancy Costs may be adjusted based on the CPI Adjustment.

Leases

6.11 The Owner shall ensure that each lease with a Household:

- (a) shall provide that the disclosure to the City by the Owner of the Household's personal information including Household Income, has been consented to by all members of the Household;
- (b) shall provide that the lease is exempt from section 8, paragraphs 6, 7 and 8 of subsection 30(1), sections 51, 52, 54, 55, 56 and 95 to 99, subsection 100 (2) and sections 101, 102, 104, 111 to 115, 117, 120, 121, 122, 126 to 133, 140, 143, 149, 150, 151, 159, 165 and 167 of the RTA;
- (c) shall prohibit subletting or assignment by the residential tenant under any circumstances;
- (d) shall be for a period not exceeding 12 months;
- (e) for the Affordable Housing Units, a statement that the rent increases which can be imposed by the Owner are controlled by the City, and cannot exceed the prevailing rent increase guideline established each calendar year pursuant to the Residential Tenancies Act, 2006, S.O. 2006, c. 17 or any successor legislation, to an amount not to exceed the Affordable Rent, and that no above guideline increases are allowed; and
- (f) for the Rent Controlled Units, a statement that the rent increases which can be imposed by the Owner are controlled by the City, and cannot exceed the prevailing rent increase guideline established each calendar year pursuant to the Residential Tenancies Act, 2006, S.O. 2006, c. 17 or any successor legislation plus two percent (2%) and that no above guideline increases are allowed.

Additional Owner Obligations

6.12 The Owner shall:

- (a) manage the Social Housing Facility so that the following occupancy standards are observed when entering into a tenancy agreement for a Unit:
 - (1) a minimum of one and a maximum of two persons per bedroom;
 - (2) a maximum of one bedroom for Spouses;
- (b) operate and maintain the Social Housing Facility in accordance with the terms and conditions of this Agreement and in a good state of repair and fit

for occupancy in the same manner as a prudent owner would do;

- (c) ensure occupancy is maximized in accordance with Subsection 6.12(a);
- (d) provide the City with access to all information obtained from the Household concerning the Household Income and family composition of each Unit, which information the City may verify;
- (e) otherwise comply with the provisions of MFIPPA, in its collection and sharing of any MFIPPA Protected Information, collected and shared, in accordance with the terms of this Agreement; and
- (f) obtain evidence of the income of the Household at the time of their application and agrees to grant occupancy of all vacancies only to Households with Household Incomes below the Initial Income Limit.

6.13 For the Units in receipt of Housing Benefits, at all times during the Affordability Period, the Owner shall comply with the Contribution Agreement and any Rent Supplement Agreement to be entered into between the City and the Owner, on terms and conditions satisfactory to the Executive Director, Housing Secretariat.

ARTICLE 7 REPORTING

7.1 The Owner agrees that it will provide the Director on or before the 90th day following the end of each fiscal year of the Owner with:

- (a) a copy of the Owner's audited financial statements for the fiscal year prepared in accordance with Generally Accepted Accounting Principles;
- (b) a certificate, in a form approved by the City, signed by two officers of the Owner confirming that the annual Household Income of all Households becoming new residents of the Social Housing Facility was verified and that all new occupancies were by Households with Low to Moderate Income and were selected in compliance with the Access Plan
- (c) the Owner's Annual Occupancy Report in the form designated by the Director, Housing Stability Services; and
- (d) a management representation report, in a form designated by the Director, Housing Stability Services including management declarations and a report on compliance with the provisions of this Agreement;

7.2 The Owner agrees to furnish periodically at the request of the City such evidence as is necessary to satisfy the Council of the City that the Social Housing Facility are continuing to be used for the purpose of a social housing program and social housing as defined in the Act.

- 7.3** The Owner shall provide representatives of the City with access to its books and records with respect to the Project, subject to the rights of the residential tenants of the Project.

ARTICLE 8 OWNER COVENANTS

- 8.1** The Owner shall ensure that its articles of incorporation, letters patent or other constating documents state that if it is wound-up, after the payment of all debts and liabilities, any remaining interest of the Owner in the Social Housing Facility and the lands upon which it is located will be distributed or disposed of to charitable organizations which carry on their work solely in Canada.
- 8.2** The Owner shall maintain the Social Housing Facility, including the Units therein, in a good state of repair and fit for habitation and shall comply with all applicable health, safety, housing and maintenance standards.
- 8.3** The Owner agrees that subsections (6), (7) and (8) of section 453.1 of the Act apply to this Agreement.
- 8.4** The Owner agrees, pursuant to Subsection 453.1 (6) of the Act, that it will not, during the operation of this Agreement, without the written consent of the City which consent shall not unreasonably be withheld:
- (a) convey the Social Housing Facility or any Unit by way of deed or transfer, or grant, assign or exercise a power of appointment with respect to the Social Housing Facility or any Unit; or
 - (b) mortgage or charge the Social Housing Facility or any Unit or enter into an agreement of purchase and sale respecting the Social Housing Facility or any Unit; or
 - (c) enter into any agreement which has the effect of granting the use of or right in the Social Housing Facility or any Unit directly or by entitlement to renewal for a period of 21 years or more.
- 8.5** The Owner recognizes and agrees, pursuant to Subsection 453.1 (7) of the Act, that an agreement, conveyance, mortgage or charge made, or a power of appointment granted, assigned or exercised in contravention of the foregoing paragraph does not create or convey any interest in any Social Housing Facility or any one or more Unit.
- 8.6** If the City's consent is sought pursuant to this Section 8.4, the City agrees that it will not unduly delay and will not withhold or condition such consent unless the City determines that the conveyance, mortgage or agreement for which its consent is being sought would prevent or impair the ability of the City to enforce the provisions of this Agreement.

- 8.7 The Owner shall not effect a Disposition of the Social Housing Facility or any of Units without obtaining the prior written consent of the City, which consent will not be unreasonably or arbitrarily withheld, conditioned or delayed where the transferee is an Indigenous Housing Provider and is prepared to assume the obligations of the Owner to provide the Social Housing Program in accordance with this Agreement.
- 8.8 In determining whether the City is prepared to grant its consent to a Disposition, the City may consider the following factors:
- (a) whether the transferee is an Indigenous Housing Provider;
 - (b) whether the financial standing of the proposed transferee is sufficient to satisfy the obligations of the Owner under the Agreement;
 - (c) the reputation and experience of the transferee or its related corporation, its management and investors in the operation of affordable residential housing developments; and
 - (d) whether the Disposition will decrease the number of Units in the Social Housing Facility.
- 8.9 The City may, in its sole discretion, charge a commercially reasonable administration fee for such request.
- 8.10 The Social Housing Facility shall not be the subject of a conveyance unless the purchaser or transferee has first entered into an assignment and assumption agreement with the City assuming the covenants set forth herein, which agreement shall be duly executed by the purchaser or the transferee and delivered to the City prior to the conveyance.
- 8.11 As a condition precedent to any Disposition (other than to a mortgagee of the Owner, in its capacity as a secured lender of the Owner with respect to its interest in Lands) by the Owner or any of its successors in title, or any assignee of the Owner, or any of its respective successors in title (collectively referred to as an "**Assignor**"), any such Assignor shall obtain from the person to whom the Assignor desires to Dispose of its interest, an agreement in favour of the City (the "**Assumption Agreement** ") in a form satisfactory to the City in an exercise of its sole and absolute discretion, which Assumption Agreement shall be executed by the Assignor and the City in favour of the assignee, confirming that the assignee shall be bound by the terms of this Agreement. It shall be a condition precedent to any Disposition by an Assignor in favour of a secured lender with security affecting the Lands or any part thereof that the secured lender enter into a secured lender assumption agreement in a form satisfactory to the City in an exercise of its sole and absolute discretion.

ARTICLE 9 DEFAULTS AND REMEDIES

Monetary Damages

- 9.1** The Owner agrees that if at any time it fails to provide housing accommodation at rates equal to or less than that required by Section 6.7 of this Agreement, the Owner will pay to the City, in accordance with Subsection 453.12(12) of the Act an amount equal to the difference between the charge that should have been made for the occupation of such Units as set forth in Section 6.7 and the actual charge made for the occupation of such Units, for the period of time that the Owner has contravened this Agreement; and that such damages may be recovered as a debt due to the City.

Equitable Relief

- 9.2** The Owner acknowledges that the failure to provide housing accommodation to Households with Low to Moderate Incomes as required under this Agreement will result in irreparable harm to the City which cannot be adequately compensated for by damages. Neither the Owner, nor any term in this Agreement, shall interfere with, delay, or prevent the City from seeking an interim and interlocutory equitable remedy to enforce any provision of this Agreement. The Owner agrees not to oppose an application for equitable relief by the City in such circumstances. Any such relief or remedy shall not be exclusive, but shall be in addition to all other available legal or equitable remedies. The Owner agrees that the provisions of this Section are fair and reasonable in the commercial circumstances of this Agreement.

Remedies

- 9.3** In addition to all other rights and remedies available to the City, whether under this Agreement or otherwise, if there is an Event of Default, and the Owner has not, within thirty (30) days after receiving notice from the City of the Event of Default, remedied or commenced to remedy the Event of Default to the satisfaction of the City, the City may exercise any or all of the following remedies in any combination that the City chooses, and without limiting the generality of the foregoing, the City may:
- (a) require the Owner to provide additional information or documents to the City;
 - (b) correct the breach itself or by retaining a third party and the cost of so doing shall be payable forthwith by the Owner to the City and may be recovered in any court of competent jurisdiction as a debt due to the City; or
 - (c) seek any additional remedy available to the City at law or in equity.
- 9.4** All rights and remedies of the City under this Agreement shall be cumulative and

not alternative.

ARTICLE 10 INSURANCE

- 10.1 Building in Course of Construction Insurance.** During the period of construction including demolition or construction on the Social Housing Facility, the Owner shall effect, maintain or cause to be maintained and keep in force, until completion of such work including demolition, repair, alterations, construction, additions and/or renovations, insurance insuring the Owner and their employees and all those for whom they are at law responsible from damage to the Social Housing Facility from time to time during the work including demolition and construction (which may be by policies effective from time to time covering the risks during different phases of the work, demolition and construction) by a Builders' Insurance Policy including resultant damage from error or design and faulty workmanship and, to the extent available and as would be obtained by a prudent owner of such a Social Housing Facility, to the replacement cost thereof. The City will be included as a mortgagee and joint loss payee, according to its interest, on the insurance policies required in this Section
- 10.2 All Risks" Property Insurance.** Except as to any portion of the Social Housing Facility under construction which is insured by the insurance coverage provided pursuant to Section 10.1, the Owner shall, at all times during the Affordability Period, insure and keep insured the Social Housing Facility and all other insurable property belonging to the Owner and from time to time located on the Social Housing Facility in an amount not less than the replacement cost thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risks" policy and to the extent available and as would be obtained by a prudent owner of such a Social Housing Facility). If a separate policy of insurance is maintained for the boiler and pressure vessels, the policies will include a Joint Loss Agreement between insurers. The boiler and machinery coverage shall be on a repair and replacement basis, in an amount to reflect the replacement cost of the building and the contents and equipment located on the premises. The City will be included as a joint loss payee and mortgagee, according to its interest, on the insurance policies required in this Section 10.2
- 10.3 Public Liability Insurance.** The Owner shall, at all times during the Affordability Period, maintain or cause to be maintained comprehensive Commercial General Liability insurance including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Social Housing Facility or out of the operations of the Owner or its sublessees in, on or about the Social Housing Facility, indemnifying and insuring the Owner and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a Social Housing Facility would, from time to time, carry (which amount shall initially be not less than Five Million Dollars (\$5,000,000.00), and, during any

period of construction, to be written on a Wrap Up form in an amount not less than Ten Million Dollars (\$10,000,000.00) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and, without limiting the generality of the foregoing, with provisions for cross liability and severability of interests. During the course of the work or any other construction, the liability insurance required under this Article shall relate to property damage, death or injury arising out of the performance or non-performance of the work or any other construction or related work and shall include non-owned automobile liability insurance. All liability insurance policies shall cover the costs of defence or adjustment of claims over and above money limitations of the policies. The City will be included as an additional insured on the wrap-up during construction and Commercial General Liability insurance policy which is to be maintained by the proponent following the completion of construction.

- 10.4 Automobile Liability Insurance.** The Owner will maintain and keep in force or cause to be maintained during the period of construction Automobile Liability insurance in an amount of at least Two Million Dollars (\$2,000,000.00) for all licensed motorized vehicles used in the performance of work.
- 10.5 Other Insurance.** The Owner shall maintain, or cause to be maintained, and shall keep in force during the Affordability Period such other insurance as may be reasonably required from time to time.
- 10.6 Certificates.** The Owner shall deliver certificates of insurance to the City, including the renewal or the replacement of the insurance policies, without request or demand by the City.
- 10.7 City Approval.** Such insurance policies shall be provided by an insurer licensed to carry on the business of an insurer in Ontario or satisfactory to the City in its sole and absolute discretion.
- 10.8 Non-Cancellation.** Each of the policies of insurance provided pursuant to this Article shall contain an agreement by the insurer to the effect that it will not cancel the policies whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) clear days' prior written notice to the City.
- 10.9 Premiums and Evidence of Payment Thereof.** The Owner shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. The Owner will produce to the City as soon as reasonably feasible, and in any event within ten (10) clear days prior to the expiry of any policy of insurance placed pursuant to this Article, evidence of the renewal or replacement of such insurance.
- 10.10 Loss or Damage.** The City shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Social Housing Facility or damage to property of the Owner or of others located on the Social Housing Facility, nor shall it be responsible for any loss of or damage to any property of the

Owner or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the negligence or wrongful acts of the City, its agents, employees, contractors, or others for whom it may, in law, be responsible. Without limiting the generality of the foregoing, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, failing fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Social Housing Facility or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the building or from the street or any other place or by dampness or by any other cause whatsoever. The City shall not be liable for any such damage caused by other Persons on the Social Housing Facility or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Owner kept or stored on the Social Housing Facility shall be so kept or stored at the risk of the Owner only and the Owner releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Owner's insurers.

ARTICLE 11NOTICES

- 11.1** Unless otherwise provided in this Agreement, any notice, approval or other communication required or permitted to be given ("Notice") shall be in writing and shall be personally delivered, sent by prepaid registered mail, or sent by email to the following addresses:

In case of notice to the City:

City of Toronto
Metro Hall, 6th Floor
55 John Street
Toronto ON M5V 3C6

Attention: Jenn St. Louis
Director, Shelter, Support & Housing Administration
Tel. No.: (416) 392-6177

with a copy to the City Solicitor, at

City of Toronto
55 John Street, Stn. 1260
26th Floor, Metro Hall
Toronto, ON M5V 3C6

Attention: City Solicitor
Email: legalrec@toronto.ca

and in the case of Notice to the Owner, addressed to it as follows:

[XX]

Name: Tel. No.:
e-mail:

with a copy to the Owner's solicitor:

[XX]

Name: Tel. No.:
e-mail:

The Owner hereby appoints the Owner's solicitor named above as its agent with full authority to give, receive and bind the Owner by any Notice to be delivered under this Agreement, until such time as the Owner shall otherwise notify the City in writing.

- 11.2** Any Notice shall be deemed to have been validly and effectively given and received: (1) if personally delivered, on the date of delivery; (2) if sent by prepaid registered mail, on the third (3rd) Business Day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be provided by personal delivery or email; and (3) if sent by e-mail prior to 5:00 p.m. on a Business Day, on the day on which it was sent, or otherwise on the Business Day next following the day on which it was sent.
- 11.3** Any Notice permitted or required to be given by the City may be given by the Deputy City Manager. However, the Deputy City Manager specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to City Council for its determination.
- 11.4** Either Party under this Agreement may from time to time by Notice to the other Party change its address for service under this Agreement.

ARTICLE 12 REGISTRATION AND TITLE

Registration on Title to the Lands

- 12.1** The Owner warrants and represents that, as at the date of execution of this Agreement, it is the registered owner in fee simple of the Lands.
- 12.2** The Owner consents to and agrees that, following execution and immediately on conveyance of the Lands to the Owner, at its sole cost and expense, that it will register the following on title to the Lands in accordance with this Article 10 to the satisfaction of the City Solicitor:

- (a) this Agreement, or notice thereof;
 - (b) a restriction under section 118 of the *Land Titles Act*, R.S.O. 1990, c. L.5, as amended, on the Lands restricting any transfer or charge of the Lands without the written consent of the Executive Director, Housing Secretariat, or its designate; and
 - (c) notice of the restrictions in section 453.1 (8) (b) and (c) of the Act
- (collectively, the “**Registrations**”)

12.3 The Owner shall do such things and obtain such discharges, releases or postponements of any interest in or encumbrance of the Lands as are required to ensure that the Registrations shall, once registered, shall have priority over any interest, other than the Owner’s fee simple interest, and such encumbrances as may be accepted by the City Solicitor as permitted encumbrances.

12.4 The Owner shall, if required by the City and at its sole expense, provide the City with an opinion addressed to the City from its solicitors, being solicitors in good standing in the Province of Ontario, which opinion the Owner acknowledges and agrees may be relied upon by the City, wherein such solicitor opines to the City that:

- (a) the Owner has the corporate authority to execute this Agreement and it is enforceable as against the Owner;
- (b) this Agreement and the restrictions pursuant to section 453.1(8) of the Act shall, once registered on title to the Lands, will have the priority over any interest other than the Owner’s fee simple interest and such encumbrances as may be accepted by the City Solicitor as permitted encumbrances;
- (c) with respect to any permitted encumbrance, that there are no liens, charges, mortgages or other security interests or options to purchase, leases or options to lease, or similar rights contained therein which could result in the exercise of rights and remedies by the holders thereof such that the City could not exercise its rights or enforce the provisions of this Agreement against the party or parties in possession or control of the Lands;

and such opinion shall be in form and substance satisfactory to the City Solicitor.

12.5 The City consents to partially release this Agreement and to partially discharge the Registrations to the extent that the foregoing encumber any lands required to be transferred and conveyed to the City or any other Governmental Authority for the creation of any roads, parkland dedication and the like, subject to the City being entitled to review the proposed transfers to which the release and partial discharge is being requested and same being in a form satisfactory to the City.

ARTICLE 13 INDEMNIFICATION

13.1 The Owner hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the City, and its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the “**Indemnified Parties**”), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

- (a) this Agreement;
- (b) the Social Housing Facility;
- (c) the obligations of the Owner hereunder;
- (d) the failure of the Owner, its officers, consultants, contractors, agents, servants or employees to exercise reasonable care, skill or diligence in carrying out any work in respect of the Social Housing Facility;
- (e) any act or omission of the Owner, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Owner is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Owner;
- (f) all insured and uninsured loss or damage to property installed, property in transit and contractors' tools and equipment during the course of the construction/renovation work to the Social Housing Facility; and/or
- (g) death or economic loss, caused by or in any way related to any of the Owner's obligations under this Agreement;

provided that the Owner shall not be liable for any actions, loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties or for those whom in law the Indemnified Parties are responsible.

ARTICLE 14 GENERAL PROVISIONS

14.1 The parties agree that this Agreement is a social housing agreement made pursuant to subsection 453.1 (16) of the Act.

14.2 The Owner consents to the registration of this Agreement and the restrictions

under Subsections (6), (7) and (8) of section 453.1 of the Act against the lands occupied by the Social Housing Facility, and the Owner will execute the documents necessary to register same.

- 14.3** This Agreement and the covenants, provisos, conditions and Schedules herein contained shall enure to the benefit of the City and its successors and assigns and shall be binding upon the Owner and its respective successors and permitted assigns.
- 14.4** No failure or delay on the part of the City in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof.
- 14.5** This Agreement is not intended nor does it create a joint venture or partnership between the Owner and the City.
- 14.6** If any provision or part of this Agreement is held or rendered invalid, unenforceable or illegal by a court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.
- 14.7** Nothing in this Agreement shall relieve the Owner from discharging its duties and obligations to the City under any other agreement with the City or otherwise imposed by statute, regulations, by-law or by any other lawful manner.
- 14.8** The termination of this Agreement shall not affect the liability of any of the parties to this Agreement to the other with respect to any obligation under this Agreement which has occurred up to the date of such termination but not been properly satisfied or discharged.
- 14.9** The parties agree that no provision of this Agreement operates as a constraint or fetter on the exercise by the City of any power or duty that may be conferred on the City under a by-law or any general or special legislation.
- 14.10** The Owner agrees that it will enter into such further agreement or agreements as are contemplated by this Agreement and as may be requested by the City in order to give effect to the intent of this Agreement.
- 14.11** This Agreement may be executed and delivered in any number of separate counterparts, each of which may be executed and delivered by facsimile transmission or electronically in PDF, DocuSign or other similar secure format. The parties shall be entitled to rely on delivery of such facsimile or electronically delivered counterparts and all such executed counterparts will be deemed an original and when taken together such counterparts will constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that behalf.

[signature page follows]

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

[XX]

Name:

Title:

Name:

Title:

I/We have authority to bind the Corporation.

CITY OF TORONTO

Name: Doug Rollins

Title: Executive Director, Housing Secretariat

JSL/____

I have authority to bind the City.

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS AND OF THE SOCIAL HOUSING FACILITY

[XX]