

APPENDIX E

PARTNERSHIP AGREEMENT

First Nation, Inuit, Métis Urban and Rural (FIMUR) Housing Program

Rental Component

Funding Delivery

This Agreement made the day of 2008.

BETWEEN:

Ontario Aboriginal Housing Support Services Corporation

(hereinafter called OAHSSC)

- and -

[INSERT NAME OF PROPONENT]

(hereinafter called the "Proponent")

WHEREAS:

- A. In order to address short-term housing needs for Aboriginal Canadians living off-reserve, the Government of Canada with the authority of Bill C-48 committed funding to the provinces and territories for affordable housing
- B. In Ontario the committed funding "Housing Trust" is being administered by The Minister of Municipal Affairs and Housing (MAH)

- C. The Minister of Municipal Affairs and Housing (MAH) is responsible for playing a role in the design and delivery of the housing policy and programs within their respective jurisdictions.
- D. The Minister engaged the Ontario Federation of Indian Friendship Centres (OFIFC), the Ontario Native Women's Association (ONWA), and the Métis Nation of Ontario to undertake an Off-reserve engagement in the province of Ontario to provide a basis for design and delivery of the funds. A Memorandum of Understanding was developed based on the outcome of the Engagement Process that specifies that OAHSSC will be the party responsible to design and deliver programs in conjunction with MAH
- E. The OAHSSC has confirmed that the Proponent has responded to the procurement process (the "Procurement Process") of the OAHSSC by submitting its proposal dated *[insert date of proposal]* (the "Proposal") to undertake Development Activities for the Project(s) in return for Funding.
- F. OAHSSC and the Proponent have entered into this Agreement for the Purpose of establishing the Proponent's obligations with respect to the Program and the OAHSSC obligation to provide funding to the Proponent.

NOW THEREFORE, the OAHSSC and the Proponent agree with each other as follows:

1. INTERPRETATION

- 1.1 In the Agreement, including its Schedules, unless the context requires otherwise,
- "Affordable Housing" means Housing which is modest in terms of floor area and amenities, based on household needs and Aboriginal community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
 - "Average Market Rents" means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no information from the CMHC Average Market Rent Survey;
 - "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
 - "Contribution by Others" means cash or in-kind eligible contributions from municipalities, in accordance with the Program. It does not include

contributions from any other Government of Canada sources, including, but not limited to the CMHC - Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent to the extent required in the Procurement Process;

- “Development Activities” means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property and activities for which Project Development Funding may be provided;
- “Force Majeure” means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- “Funding Schedule” means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by OAHSSC;
- “Funds” means FIMUR Funds as set out in the Program Guidelines;
- “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;
- “Capital Loan” means the total amount of advanced by OAHSSC to the Proponent, in accordance with the Funding Schedule;
- “Occupancy Date” means the date on which occupancy of all Units in a Project is permitted;

- “Parties” means the OAHSSC and the Proponent and “Party” means either of them, as the context may require;
- “Phase out period” means the later to occur of seven (7) years following the end of the Forgiveness Period or the date of any early termination of this Agreement
- “PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- “PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- “Procurement Process” means the request for proposals or procurement process used by the OAHSSC;
- “Program” means the Rental and Supportive Component of the FIMUR Housing Program, as set out in the Program Guidelines;
- “Program Guidelines” means the Program Guidelines issued by the OAHSSC in respect of the Rental and Supportive Component of the Affordable Housing Program and attached to this Agreement as Schedule “A”;
- “Project” means Housing proposed or approved for the Program, as the context may require;
- “Project Development Funding” means that part of the funds in an amount of up to TEN THOUSAND DOLLARS (\$10,000.00) which is available to private non-profit Proponents to pay for completing a response to the Procurement Process or funds advanced by CMHC for the FIMUR Housing program;
- “Proponent” means a person or other legal entity that has submitted a Proposal;
- “Proposal” means the response to the request for proposals or procurement process, submitted to OAHSSC pursuant to the Procurement Process;

- Partnership Agreement” means an Agreement between the OAHSSC and an approved Proponent for contributions from the OAHSSC under the Program;
- “Rental and Supportive Component” means the Affordable Housing Program described in the Rental and Supportive Component Program Guidelines;
- “Security Documents” means the security documents attached to and forming part of the Agreement;
- “Substantial Completion” means the substantial performance, within the meaning of the *Construction Lien Act*, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;

1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by members of non-profit housing co-operatives and “rental” is deemed to have a corresponding meaning.

1.3 The following Schedules are attached to and form part of this Agreement:

Schedule “A”	-	Rental and Supportive Component Program Guidelines;
Schedule “B”	-	Funding Schedule;
Schedule “C”	-	Contribution by Others - Agreements;
Schedule “D”	-	Rental Protocol;
Schedule “E1”	-	Charge of Land;
Schedule “E2”	-	Assignment of Rents;
Schedule “E3”	-	Security Agreement;
Schedule “F”	-	Permitted Encumbrances;
Schedule “G”	-	Proponent’s Initial Occupancy Report;
Schedule “H”	-	Proponent’s Annual Occupancy Report;
Schedule “I”	-	Proponent’s Annual Targeting Report;
Schedule “J”	-	Protocol for Non-Compliance.
Schedule “K”	-	Tenant Selection Requirements

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. FUNDING FOR FIMUR HOUSING Program

- 2.1 Funding for FIMUR Housing Program is comprised of Federal Capital Funds provided through the Federal Off-Reserve Housing Trust controlled by the Ministry of Municipal Affairs and Housing. Funds will be advanced to the Proponent by OAHSSC in the form of a Loan, during the Development and Operational Activities. Forgiveness of the loan will commence based on the project occupancy date.
- 2.2 Notwithstanding section 2.1, in respect of Acquisition Projects, OAHSSC may advance funds to the Proponent in the form of a Loan with forgiveness commencing at a date later than occupancy of a specific unit in an overall project development.
- 2.3 OAHSSC agrees to lend to the Proponent as a forgivable Loan, upon the terms and subject to the conditions set out in this Agreement, the amount of ***** [insert amount of Capital Funds per unit] dollars (\$*****) for each Unit included in the Development Activities for the FIMUR Housing Program by the Proponent pursuant to the Proposal, the total amount of such Loan being ***** [insert total amount of Capital Funds for the Project] dollars (\$*****).
- 2.4 OAHSSC shall disburse the amount of the Loan Funding in accordance with the Funding Schedule attached as Schedule "B".
- 2.5 OAHSSC shall have the option of withholding from the amount to be disbursed under section 2.3 per the *Construction Lien Act*. In such case, OAHSSC shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is complete within the meaning of the *Construction Lien Act* and provided that the *Construction Lien Act* is complied with.
- 2.6 The Proponent shall use the amount of the Loan and Contribution by Others for the purpose of its Development Activities in connection with the Project.
- 2.7 The Proponent may authorize OAHSSC to pay Funds to a third party and OAHSSC shall permit such authorization.
- 2.8 If the MAH cancels its agreement with OAHSSC or if OAHSSC does not receive funds from the MAH, then OAHSSC's obligations to lend the Loan to the Proponent shall be null and void and that OAHSSC, in such event, shall have no liability whatsoever to the Proponent for any costs, expenses or other claims relating in any way to the Loan.
- 2.9 The Loan will be subject to interest and repayment in accordance with the terms of Sections 5 and 6.

3. PROVISION OF FIMUR HOUSING

- 3.1 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines.

- 3.2 The Proponent shall, subject to Force Majeure, achieve Substantial Completion in accordance with the Program Guidelines.
- 3.3 Without limiting the condition set out in section 5.1(b), that the Proponent discharge or cause to be discharged any registered construction lien to ensure that there are none filed against the Project on the date for the disbursement of the Loan under sections 2.4, 2.5, 2.6, and 2.7.
- 3.4 The Proponent shall not at any time during the term of this Agreement breach any Partnership Agreement respecting the Project that it has entered into by means of a Contribution by Others, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Partnership Agreement for cause. The Proponent agrees that a breach by it of any such Partnership Agreement, that has not been corrected, within the time period prescribed by the Partnership Agreement or in accordance with the terms of the Partnership Agreement, if any, shall constitute a breach of this Agreement. All such agreements by means of a Contribution by Others shall be attached as Schedule "C". The Proponent shall provide OAHSSC with evidence of its good standing under any such Partnership Agreement within ten (10) Business Days following its receipt of a written request from OAHSSC.

4. OPERATION OF FIMUR HOUSING

- 4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule "D" applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.
- 4.2 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule "D" of this Agreement.

5. CONDITIONS

- 5.1 The provision of funding by OAHSSC, and all advances in respect thereof, pursuant to sections 2.3, 2.4, 2.5, 2.6 and 2.7 is subject to the following conditions precedent, each of which is for the exclusive benefit of OAHSSC, and may be waived in full or in part by OAHSSC in written notice to the Proponent:
 - (a) any Partnership Agreement referred to in section 3.4 remaining in force and the Proponent being in good standing there under;
 - (b) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;
 - (c) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - (d) the Proponent's title to the Project being encumbered by no registered encumbrances other than the Permitted Encumbrances;

- (e) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official;
 - (f) the Proponent having granted to OAHSSC the security described in Section 7 and executed and delivered all security documents required by section 7 and in accordance with the said section; and
 - (g) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been secured by by-law, agreement or otherwise and attached as Schedule "C".
- 5.2 If any of the conditions contained in section 5.1 have not been fulfilled on the date for the disbursement of the Loan by OAHSSC pursuant to sections 2.4, 2.5, 2.6 or 2.7 and are not waived by OAHSSC pursuant to section 5.1, OAHSSC shall be under no obligation to make any advance of the Loan to the Proponent and OAHSSC shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that OAHSSC may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by OAHSSC in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

6. TERMS OF THE FUNDING

- 6.1 The Forgivable Loan shall have a term of twenty (20) years, commencing as of the Date set for Occupancy.
- 6.2 Prior to the Date set for Occupancy, interest shall accrue on the total of the amount or amounts advanced under the Loan the rate of four per cent (4%) per annum. The interest shall accrue and be calculated from the date of each advance and shall compound semi-annually, not in advance, until the Date set for Occupancy
- 6.3 On the Date set for Occupancy, the amount of interest accrued as calculated in section 6.2 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in section 2.
- 6.4 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.
- 6.5 During the forgivable 20 year term the loan balance will be reduced on an accelerated basis. Years one (1) through five (5) shall be forgiven at the rate of three percent (3%) per annum, years six (6) to ten (10) at the rate of four percent (4%) per annum and years eleven (11) through twenty (20) at the rate of six and one half percent (6.5%) per annum

7. SECURITY

- 7.1 Prior to OAHSSC disbursing the Loan proceeds to the Proponent pursuant to section 2.4, the Proponent shall grant to OAHSSC a first-ranking charge of its interest in the Project and all lands and buildings forming part thereof in the form attached hereto as Schedules "E-1" and "E-2" (the "Security"), completed in accordance with this Agreement or such alternate form of security, on such terms and conditions as OAHSSC may require.
- 7.2 The Security shall be collateral to this Agreement and any Partnership Agreement between OAHSSC and the Proponent. The amount of all contributions from OAHSSC shall be included in the Security documents.
- 7.3 Without limiting the Proponent's covenants and the remedies of OAHSSC under the Partnership Agreements and the Security, the Proponent agrees that a breach of this Agreement or any Partnership Agreement shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.
- 7.4 OAHSSC acknowledges and agrees that notwithstanding that the Security provides that the principal secured there under is payable on demand, OAHSSC shall have no right to demand payment there under except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by OAHSSC.
- 7.5 The Security shall rank as first priority against the Project, unless the OAHSSC determines that the Security shall have a lesser priority.

8. ACCOUNTABILITY FRAMEWORK

- 8.1 (a) In the event:
- (i) OAHSSC is of the opinion that the Proponent is not proceeding in an expeditious manner with the Development Activities for which Project has been provided; or
 - (ii) OAHSSC is advised by the Proponent that the Project will not proceed; or
 - (iii) the building permit for the Project is not issued on or before _____, 200_ or such longer period of time as OAHSSC may determine; or
 - (iv) any breach of this agreement

The Proponent shall return all unexpended Funding to OAHSSC, forthwith upon demand; all construction holdbacks will be returned to OAHSSC. OAHSSC shall not require the Proponent to return any Project Development Funding that has been expended for the intended purposes.

- (b) If requested by OAHSSC, the Proponent shall submit to OAHSSC, an audited financial statement respecting the expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days or such additional time as may be determined by OAHSSC, following the date on which OAHSSC is advised by the Proponent that the Project will not proceed or that the Development Activities related to the Project have been fully completed.
 - (c) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to OAHSSC a completed information report in the form attached hereto as Schedule "G", and annually thereafter shall submit to OAHSSC completed information reports in the forms attached hereto as Schedules "H" and "I".
- 8.2 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to OAHSSC under this Agreement.
- 8.3 The Proponent shall, on forty-eight (48) hours prior written notice, give OAHSSC free access to the Project and to such staff, documents, books, records, and accounts as may be determined by OAHSSC, for the purpose of verifying compliance with this Agreement. The Proponent will permit OAHSSC to make copies of said documents, books, records, and accounts maintained by the Proponent and that in the event that any issue is uncovered by OAHSSC during any review or audit, that all costs and expenses associated with the review or audit shall be the responsibility of the Proponent.
- 8.4 OAHSSC may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall co-operate with OAHSSC and provide free access to the Project and to such staff, documents, books, records and accounts as may be determined by OAHSSC. The Proponent will permit OAHSSC to make copies of said documents, books, records, and accounts maintained by the Proponent and that in the event that any issue is uncovered by OAHSSC during any review or audit, that all costs and expenses associated with the review or audit shall be the responsibility of the Proponent.
- 8.5 The provisions of sections 8.1, 8.2, 8.3, and 8.4 shall continue to apply until the later to occur of seven (7) years following the end of the forgiveness Period or the date of any early termination of this Agreement.

9. PUBLICITY

- 9.1 The Proponent acknowledges that it has been informed by OAHSSC that under the terms of this Agreement all publicity, including written materials and signs, respecting the Project must recognize the contributions of the Federal Government, the Minister, and OAHSSC. Any public statement, including written materials and signs will, in all cases, be subject to the prior review and approval of OAHSSC

- 9.2 The Proponent shall not make any public announcement respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of OAHSSC.
- 9.3 During the period of the Development Activities related to the Project, the Proponent shall erect a sign in front of the Project. The sign shall be in accordance with specifications issued by OAHSSC.

10. REMEDIES

- 10.1 In the event OAHSSC determines that a Proponent has breached any one (1) or more provisions of the Partnership Agreement OAHSSC shall follow the Protocol for Non-Compliance set out in Schedule "J".
- 10.2 All of the remedies in this Agreement and the Security are cumulative and are not alternative and OAHSSC shall not be precluded from availing themselves simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 10.3 Notwithstanding any of the terms of this Agreement or of the Security, OAHSSC shall have the option of waiving any or all of its remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

11. NOTICE

- 11.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
- (a) delivered personally;
 - (b) sent by prepaid courier service; or
 - (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to OAHSSC:

Ontario Aboriginal Housing Support Services Corp.
Attention: Executive Director
500 Bay Street, 2nd Floor
Sault Ste Marie, ON
P6A 1X5
Fax: (705) 256-2671

in the case of notice to the Proponent:

[insert relevant information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

12. GENERAL

- 12.1 Any power, right or function of OAHSSC, contemplated by this Agreement, may be exercised by any authorized employee or agent of Ontario Aboriginal Housing Support Services Corp.
- 12.2 It is understood that the *Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by OAHSSC to this Agreement.
- 12.3 The Proponent represents and warrants that:
- (a) it shall preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the Minister;
 - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
 - (c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to OAHSSC.
- 12.4 The disbursement of Funds by OAHSSC to the Proponent pursuant to sections 2.4 - 2.6, inclusive, and 2.9, is subject to the receipt of the Federal off-reserve Trust Funds from the Minister of Housing. OAHSSC shall not have any liability in the event the respective funds advanced are insufficient to meet the funding obligations of OAHSSC. OAHSSC has no liability whatsoever in the event that it does not receive any funding from MAH or if the agreement between MAH and OAHSSC is terminated for any reason whatsoever, or for no reason.
- 12.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute OAHSSC and the Proponent as partners of each other.

12.6 The Proponent acknowledges that the Federal Government is not a party to this Agreement or other agreement relating to any Project.

12.7 No member of:

(a) the House of Commons or Senate of Canada; or

(b) the Legislative Assembly of Ontario; or

(c) the Board of Directors or employees of OAHSSC;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising there from, including, without limitation, any contract, agreement or commission arising from or related to the Program.

12.8 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by OAHSSC and the Proponent or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.

12.9 Any tender of documents or money hereunder may be made by OAHSSC or the Proponent or their respective solicitors.

12.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

12.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

12.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

12.13 This Agreement shall be read with all changes of gender and number required by the context.

12.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 12.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with OAHSSC, in a form satisfactory to OAHSSC, to assume all of the Proponent's obligations under this Agreement and to provide OAHSSC with Security in accordance with this Agreement.

- (b) The Proponent shall not assign its interest in this Agreement without the prior written consent of OAHSSC, which consent shall not be arbitrarily or unreasonably withheld.
 - (c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.
- 12.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 12.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities, and this Agreement shall be binding on each jointly and severally.
- 12.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 12.15 restricting the Proponent's ability to assign this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

Ontario Aboriginal Housing Support Services Corp.

Don McBain

Executive Director

*[Insert name of **PROPONENT**]*

Per:

Name: _____

Title:

Per:

Name: _____

Title:

SCHEDULE “A”

RENTAL AND SUPPORTIVE COMPONENT PROGRAM GUIDELINES

[Program Guidelines to be Attached]

SCHEDULE “B”

FUNDING SCHEDULE

[Funding Schedule for the Project to be Attached]

SCHEDULE “C”

CONTRIBUTION BY OTHERS - AGREEMENTS

[Relevant Agreements to be Attached]

SCHEDULE “D”

RENTAL PROTOCOL

DEFINITIONS

12.18 In this Schedule “D”, unless the context requires otherwise,

- “Loan Forgiveness Period” means the twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- “Agreement” means the Agreement to which this Schedule “D” is attached;
- “Income Rent Calculation” or IRC means a rental payment based on a percentage of total family income as defined and calculated in schedule “D”; and
- “Rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

12.19 The definitions in the Agreement shall apply to this Schedule “D”, in addition to the definitions contained in section 1.1 above.

12.20 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

13. AFFORDABLE RENT

13.1 During the Loan Forgiveness Period, the Proponent shall not charge Rent for a Unit in the Project in excess of the affordable Rent permitted under this Schedule “D” nor increase any Rent charged for a Unit except as permitted in this Schedule “D”.

14. RENTS

14.1 The weighted average Rent of all Units in a Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.

- 14.2 The maximum Rent for any Unit shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, provided that the amount so calculated does not exceed the CMHC Average Market Rent for units of a similar type in the geographical area.

15. RENT INCREASES FIMUR UNITS

- 15.1 The Proponent may increase the Rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last Rent increase respecting the Unit, if there has been an increase, or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 15.2 Subject to section 4.3, the Proponent shall not increase the Rent pursuant to section 4.1 during the Loan Forgiveness Period by more than the then prevailing Rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the Rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation does not apply to the Project and agrees that the Rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule "D".

16. IRC RENTAL UNITS

- 16.1 Native Households in Core need (as defined by the Household Income Limits (HILS)) are eligible to have rent calculated based on 25% their adjusted income. Households include singles families and elders. HILS will be updated every 5 years by CMHC.
- 16.2 Total Household Income used to determine adjusted income is total gross income (before tax) from all sources for all persons in the household 15 years of age or older. For these clients, boarders are considered members of the household and their total income is included in the IRC calculation. Foster child allowances provided to a household are included in the total household income. Income received from insurance settlements, inheritance, disability awards, registered disability savings plans, child tax benefits, sale of effects, capital gains, travelling and living out allowances, income of children/parents under the age of 26 in full time school attendance, work related earnings for single parents up to a maximum of \$1,000.00 per year and income of children/dependants not in full time school attendance over \$5,800.00 is not included in household income. Support payments received by a tenant are included in household income. Support payments paid by a tenant are not an eligible deduction from total household income.
- 16.3 Each client household receiving IRC assistance is required to provide proof of their gross annual income to the Proponent, each year on or before the anniversary of their original date of tenancy. The monthly payment is based on

the information supplied by the tenant. If a tenant furnishes any incorrect or misleading information, in addition to other remedies the Proponent may exercise, the monthly payment will be recalculated from the date of the change in circumstances based on the correct information to the maximum of the affordable rental limits.

- 16.4 Where the households are receipt of social assistance, and where the Proponent provides un-serviced accommodation but provides a heating allowance (the tenant pays heating costs directly to the supplier) the basic payment will be the greatest of 33% of the basic allowance or 25% of the adjusted household income. Where the Proponent provides fully serviced accommodation the basic payment will be the greater of 33% of basic or 25% of adjusted household income plus an estimated domestic hydro charge.
- 16.5 The Proponent is required to conduct annual income reviews on all tenants receiving IRC assistance in order to calculate the Income Rent Calculation assistance. The monthly payment is based on the previous 12 months income. In hardship cases at the request of the tenant and at the discretion of the Proponent a review of the household's income may be conducted on a more frequent basis than the regularly scheduled review.
- 16.6 EXCEPTION
- 16.7 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Schedule "D" respecting Rent increases during the Loan forgiveness Period, a Proponent may increase the Rent for a Unit by more than the Rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the Rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average Rent for the funded Units in a Project does not exceed the permitted Rents for the Project.

17. PROVISION FOR SURPLUS

- 17.1 Any surplus funds from the operation of the Units must be put into a restricted capital replacement reserve.
- 17.2 Surplus funds from the Units must continue to be directed to the restricted capital replacement reserve until the reserve reaches a dollar level equal to or greater than 10% of the original capital cost of the funded Units.
- 17.3 Once the restricted capital replacement reserve reaches 10% of the original capital cost of the funded Units, then those additional funds may be used for other non-profit housing related expenditures at the discretion of the Proponent's Board of Directors.
- 17.4 As the capital replacement reserve is utilized, surplus funds must be directed to the reserve until the level described in 17.2 is again achieved and maintained.

18. AFTER LOAN FORGIVENESS PERIOD

- 18.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at Rents agreed to by the Proponent and the new tenants.

SCHEDULES "E-1", "E-2"

SECURITY DOCUMENTS

[Relevant Documents to be Attached]

Schedule E-1 - Charge/Mortgage of Land - register in land titles/land registry system

Schedule E-2 - Assignment of Rents - register in land titles/land registry system and PPSA

SCHEDULE

THIS ASSIGNMENT made this day of , *[insert year]*.

BETWEEN:

[INSERT NAME]

(hereinafter called the “Assignor”)

- and -

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORP.

(hereinafter called the “Assignee”)

WHEREAS:

- A. The Assignor is the owner of the lands and premises hereof (the “Premises”), subject to a charge to the Assignees of even date (the “Charge”);
- B. The Assignor has leased or granted a right of use, occupation or licence with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or licence with respect to parts of the Premises.

NOW THEREFORE, the Assignor and the Assignee agree with each other as follows:

1. In consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignees, their successors and assigns, as security for the outstanding loan forgiveness amount and other moneys secured by the Charge and for performance of the obligations of the Assignor there under, all rents, charges and other moneys (the "Rents") now due and payable or hereafter to become due and payable,
 - (a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises,
 - (b) under every existing and future tenancy, use, occupation or licence granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or licence, and
 - (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises, including all rents and other moneys under every lease, agreement to lease, use, occupancy, licence and guarantee (the "Leases"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.
2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignees shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph 9,
 - (a) none of the Leases or the Assignor's rights there under, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;
 - (b) it has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party there under or in connection therewith;

- (c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defence, set-off or counterclaim;
 - (d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease;
 - (e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof;
 - (f) there has been no default under any of the Leases;
 - (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;
 - (h) each of the Leases is valid, enforceable and in full force and effect;
 - (i) the Assignor shall observe and perform all of its obligations under the Leases.
4. Nothing herein contained shall have the effect of making the Assignee, their successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor; and the Assignees shall not, by virtue of this Assignment or their receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignees shall be liable to account only for such moneys as shall actually come into their hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignees.
5. In the event the Assignee shall have exercised their rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby

irrevocably appoints the Assignee its attorney to effect and execute such assignment.

7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee' rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignee shall execute the same promptly, upon request by the Assignor.
8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue their remedies under the Charge or hereunder or under any other security, concurrently or successively, at their option. Any judgement or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignees to realize upon this or any other security.
9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made there under from time to time.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

*[Insert name of **ASSIGNOR**]*

Per:

Name: _____

Title:

Per:

Name: _____

Title:

SCHEDULE “F”

PERMITTED ENCUMBRANCES

[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]

1. All mortgages and security collateral thereto totalling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as FIMUR Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.

SCHEDULE “G”

PROPONENT’S INITIAL OCCUPANCY REPORT

FIMUR Housing Program - Rental and Supportive Component

Occupancy Date: _____

A. Project Information

Partnership Agreement Number	NNNNNNNNN
Partnership Agreement Expiry Date	DDMMYYY

Project Name	
Property Address	

B. Number of Units in Project

Unit Type	OAHSSC Funded Rental Units (#)	OAHSSC Funded Supportive Units (#)	Units Not Receiving OAHSSC Funding (#)	Total Number of Units (#)
Bachelor				
One Bedroom				
Two Bedroom				
Three Bedroom				
Four Bedroom				
Other				
Totals				

C. Depth of Affordability: Rents at Occupancy (OAHSSC Funded Units)

Establishes “weighted average rents” which are used in Schedule “I”

Unit Type (e.g., Bachelor, 1-bedroom)	(A) # of units per rent amount and unit size	(B) Estimated rent to be charged/Month - Amount after rent supplements are applied	(C) CMHC Average Market Rent (AMR) or Alternate e.g., Modified Ontario Works Shelter Allowance; Unit Rent Factor (in the event CMHC AMR does not apply) -Please specify below, the source of AMR if it is different from CMHC	(D) Calculation of Project Rents	(E) Calculation of CMHC Average Market Rents (AMR) or Alternate
				AxB=	AxC=
				AxB=	AxC=
				AxB=	AxC=
				AxB=	AxC=
				AxB=	AxC=
Total		N/A	N/A		

Weighted Average Rents	Project Weighted Average Rent Total of (D) ÷ Total of (A) =	CMHC (or Alternate) Weighted Average Rent Total of (E) ÷ Total of (A) =
Depth of Affordability: Percentage of CMHC AMR (or Alternate AMR) Achieved for Overall Project	(Project Weighted Average Rent ÷ CMHC Weighted Average Rent) x 100 = _____%	Note: This figure cannot be greater than 80% of CMHC AMR (or alternate) without the approval of the Minister.

D. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the Minister to review the rent roll from appropriate source(s) if deemed necessary.

Date: _____

Signed by *[please print name]*

I am *[please check on the appropriate line below]*

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project

NOTES:

- This Schedule is required to be submitted by the Proponent to OAHSSC.
- The rents must be consistent with the parameters set out in Schedule "D".

SCHEDULE “H”

PROPONENT’S ANNUAL OCCUPANCY REPORT

FIMUR Housing Program - Rental and Supportive Component

For the Year Ended December 31, 20XX

A. Project Information

Partnership Agreement Number	NNNNNNNNN
Partnership Agreement Expiry Date	DDMMYYYY

Project Name	
Property Address	

B. Actual Rents at Year End

Unit Type	Total Number of Units (#)	AHP Funded Rental Units (#)	AHP Funded Supportive Units (#)	Previous Year		Current Year		Rationale (if D>B)
				Actual Rent per Unit per Month (\$) <i>(Amount after rent supplements are applied)</i> <i>[insert last reporting year]</i>	RTA Permitted Increase per Unit (\$) (B)	Actual Rent per Unit per Month (\$) <i>(Amount after rent supplements are applied)</i> (A+B = C) (C)	Difference between A and C per Unit per Month (\$) (D)	
Bachelor								
1BR								
2 BR								
3 BR								
4 BR								
Other								
Total				N/A	N/A	N/A	N/A	N/A

C. Depth of Affordability for Project

Year	Percentage of Weighted Average Rent in Relation to AMR	Variance Between Current and Last Year's Weighted Average Rent %	RTA Permitted Increase %	Rationale for % Above RTA Increase (if applicable)
First Year Occupied	≤80%*	n/a		
Annually Thereafter				

* Refer to Schedule H (Section C) for calculation of project weighted average rent.

This figure cannot be greater than 80% of CMHC Average Market Rent.

D. Project Certification

I certify, to the best of my knowledge, that the information provided in Section B above is true and correct. I hereby authorize OAHSSC to review the rent roll from appropriate source(s) if deemed necessary.

Date: _____

Signed by *[please print name]*

I am *[please check on the appropriate line below]*

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project

E. Auditor's Confirmation

We have performed the necessary review and tests on the records of the named property pertaining to the rent levels for the reporting period. Our results confirm the information as provided in Sections B and C above is true and correct.

Date: _____

Confirmed by *[please print name]*

Name, Address and Telephone Number of Firm:

[insert relevant information]

SCHEDULE “J”

PROTOCOL FOR NON-COMPLIANCE

FIMUR Housing Program - Rental and Supportive Component

1. BACKGROUND

1.1 This Schedule addresses the obligations to indemnify and obligations of FIMUR participants to recover Funds from affordable housing projects which may encounter difficulties within the relationships described below:

(a) Proponent - OAHSSC.

1.2 While this Schedule pertains to the Rental and Supportive Component of the FIMUR program, the same set of underlying principles and requirements could accommodate other program components with minor adjustments.

2. CONSULTATION

2.1 When OAHSSC becomes aware of a failure of a Proponent to observe or perform a material condition in the Partnership Agreement, OAHSSC shall notify the OAHSSC Directors from each member organization. The Directors and OAHSSC shall each appoint one person to an ad hoc committee for the purpose of assembling information relating to the project in difficulty and determining a course of action for rectifying the difficulty. Terms of reference for the ad hoc committee shall be developed and agreed to by all parties.

3. BEST EFFORTS

3.1 In determining what course of action may be undertaken to rectify a project in difficulty, the parties shall use their best efforts to work together co-operatively with a view to maintaining, to the greatest extent possible in the circumstances, the affordability of the rents for the project as determined by the Partnership Agreement. The parties acknowledge that the interests of the tenants shall be considered in determining what course of action may be most suitable for a project in difficulty.

4. ADVANCE NOTICE

4.1 OAHSSC shall not substantially modify the terms of any project-specific agreement, including the Partnership Agreement, without providing written notice to the other party to the agreement and a reasonable opportunity for the other party to address the implications of such action.

- 4.2 The obligation to indemnify or the distribution of a recovery of Funds from a project in difficulty will require OAHSSC and/or Proponent to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims, seeking indemnification from insurance policies, if any, that may afford coverage for a particular loss and/or recovering Funds from bonding companies or other third parties who, at law, may be responsible for the losses of a project in difficulty.

5. INDEMNITY

5.1 Proponent - OAHSSC

- (a) The Proponent shall indemnify OAHSSC and its Chair, Directors, Officers, Management, Contractors, and Employees for any and all claims whatsoever howsoever arising in any way relating to, arising from or connected to, directly or indirectly, the Partnership Agreement and/or the Province in accordance with the Partnership Agreement.
- (b) OAHSSC will also require full indemnification from the Proponent for any claims against Director Organizations.

6. RECOVERY OF FUNDS/PROJECTS

6.1 Under the FIMUR Housing Program a number of circumstances could arise which could make a project “non-compliant”. Examples include:

- (a) Construction Failures - increased construction costs, bankruptcy;
- (b) Environmental considerations - with the exception of those identified and recorded in advance of a funding commitment;
- (c) Program compliance violations - project fails to remain affordable or does not maintain its affordability target for the full 20 years, or Funds are misused.
- (d) The amount owing could be reduced based on earned forgiveness of the principal amount during the period of project compliance.

6.2 Proponent – OAHSSC

- (a) In the event a project ceases to be a FIMUR project for reasons related to negligence, misuse, or non-compliance, OAHSSC shall seek repayment of all outstanding non-forgiven loan balances.
- (b) OAHSSC shall adopt a similar position to 6.2(a) if a project terminates under reasonable circumstances. That is, best efforts can be made to recover Funds.
- (c) In situations of non-compliance due to misuse or negligence, OAHSSC will take remedies available to recover Funds.
- (d) In situations of non-compliance due to misuse or negligence, the Proponent shall repay OAHSSC all outstanding non-forgiven loan funds.

- (e) If a project ceases to operate as a FIMUR project, under reasonable circumstances, the provincial affordability payment would end and best efforts will be made to recover the Provincial Funds paid during any period of non-compliance. In the event no proceeds were available, repayment would not be expected.

Schedule K

Tenant Selection requirements

(a) Self Declaration

The applicant must self declare as Aboriginal, or at least 50% of the household must self-identify as being Aboriginal. Proof in the form of membership cards or status cards cannot be requested or required. Membership cannot be a determinant for tenancy.

(b) Chronological waiting list

All providers will be required to maintain or access a waiting list of eligible applicants for the rental of non-profit units. Applications will be drawn from the waiting list in chronological order but priority will be given to applicants that are experiencing one or more of the Mandatory Placement Criteria. If the waiting list fails to produce applicants that fall under the Mandatory Placement Criteria the provider will then place applicants into the units by chronological order.

These waiting lists are to be maintained by way of adding new interested applicants and deleting applicants that have received subsidized housing by applicants who are no longer interested in remaining on the current waiting list. Applicants that have been on the waiting list for one year or longer will be contacted annually for the purpose of updating their application. With respect to the FIMUR Portfolio, applicants who are affected by abuse or other urgent situations are placed on the Priority Waiting List and are housed as soon as a suitable Unit becomes available.

(c) Mandatory Placement Criteria

Priority will be given to families that are:

- 1) Families/single parent families/seniors who have had no other alternative but to turn to emergency shelters to escape violence or any other type of physical or mental grief by their spouses, or partners, or other family members with whom they reside and from whom they intend to separate permanently.
- 2) Families/single parent families/seniors that are without or to be without housing by no fault of their own, families whose residence has been destroyed and have no place to live, landlords who have sold the property and have terminated the families tenancy, individuals who have been released from a hospital or facility and cannot return to their former residence.
- 3) Families/single parent families/seniors that have had no alternative but to separate and seek living accommodations with other family members because of the lack of affordable housing.
- 4) Families/single parent families/seniors that are currently living with hazardous conditions such as; inadequate kitchen facilities, inadequate bathroom facilities, inadequate recreational space for children, inadequate or no electrical wiring, inadequate or unsafe heating facilities, other identified risks, or the need for specific housing requirements e.g. wheel chair access, ground floor.

OCCUPANCY GUIDELINES – Income Rent Calculation (IRC)

The number of individuals allowed to reside in a dwelling is governed by National Occupancy standards. Minimum occupancy standards apply to all households who apply for IRC housing. However, the FIMUR program allows that;

- Adults may agree to share a bedroom.
- Two children may share a bedroom if mutually agreed upon by the applicant/tenant and the housing provider. Size of the bedroom, ages of the children and sex of the children are important considerations for making the decision.
- A parent and child under the age of five may share a bedroom if mutually agreed to by the applicant/tenant and the housing provider until a unit becomes available that would suit the need and size of the family.
- Spouses/partners may occupy separate bedrooms where a primary tenant provides a medical document stating health conditions for requiring separate bedrooms.
- Students will be counted as part of the household status as long as they are attending a learning institution on a full-time basis, and dependant on the family for financial support.
- There must be at least one person to a bedroom to qualify for the size of unit requested.
- Pregnant applicants/tenants who wish to plan for appropriate housing to suit the needs of a growing family may be required to confirm the pregnancy by way of a Medical confirmation. An extra bedroom may be allocated in order to provide for the unborn child.

National Occupancy Standards

Suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:

- each cohabiting adult couple;
- unattached household member 18 years of age and over;
- same-sex pair of children under age 18;
- an additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

CHANGES IN FAMILY STATUS

When a change in family status occurs the tenants shall be able to remain in the unit as long as the one person per bedroom (with partners sharing one bedroom) requirement is met.

Over-housed tenants will remain in the unit until the housing provider is able to transfer the tenant into a unit that suits the size and need of the tenant.

Under-housed tenants may choose to apply to transfer to a larger unit or remain in the under-housed situation. Both the tenant and the housing provider should be aware of their municipal bylaws and policies concerning occupancy guidelines.

FIMUR Housing Providers will develop a FIMUR specific tenant selection plan for review by OAHSSC.

Supportive & Transitional Housing

Premise:

The selection process will be based on the premise that all people have a right to housing, that the successful proponent/FIMUR housing provider is committed to treating all applicants fairly and with dignity and respect. The Tenant Selection Plan will be developed through collaboration with supportive services providers and referring agencies.

Transitional Housing

This short-term housing is intended to provide supports and build capacity for individuals and families who are homeless, leaving shelters, violent relationships, hospitals etc, and provide a smooth transition to the community and long-term housing. The short-term stay is usually designed according to requirements of the programming, the clients, and FIMUR housing provider. The residents of transitional housing normally have individualized plans developed by staff/service providers to ensure successful independent living.

A Tenant selection plan will be developed for review by OAHSSC.

Supportive Housing

In addition, Supportive Housing providers are expected to use culturally competent efforts to reach out to and engage members of the target population, and utilize a variety of proven outreach strategies to recruit residents for supportive housing.

Property management need not keep a waiting list for the Supportive units if the client services or referring agencies maintain a list of all clients in need of housing and will prioritize this list based on interest in a particular location, on need, as well as suitability for specific housing unit locations.

A Tenant selection plan will be developed for review by OAHSSC.