

Term Sheet for Ontario Community Housing Assistance and Commercial Rent Supplement Program Rent Supplement Agreement

Landlord: Various

Rent Supplement Conditions

1. The agreement shall have a term of 5 years subject to earlier termination by the City of Hamilton if funding for the rent supplements provided for in the agreement is not approved by Council.
2. The rent supplement assistance shall be provided to households selected from the centralized waiting list (Access to Housing) maintained by the City of Hamilton. Any exceptions will be at the sole discretion of the General Manager of the Healthy and Safe Communities Department.
3. The rent supplements shall only be used at the property indicated in the agreement.
4. The level of financial assistance provided to tenants through the Rent Supplement will be sufficient to meet the provincial service level standards as described in the *Housing Services Act, 2001* and associated regulations, and will use Rent-Geared-to-Income calculations or portable housing benefit calculations as determined by the City of Hamilton.
5. Non-profit housing providers will be responsible for determining eligibility for assistance of prospective tenants, calculating rent and collecting the tenant portion in the manner determined by the General Manager of Healthy and Safe Communities. The City of Hamilton will be responsible for determining eligibility for assistance of prospective tenants and calculate the tenant's rent for private landlords.
6. Rent Supplement agreement holders will provide reports to the City of Hamilton in a manner determined by the General Manager of the Healthy and Safe Communities Department.
7. The agreement can only be transferred at the sole discretion of the General Manager of the Healthy and Safe Communities Department and only in the following circumstances:
  - (a) the property is sold to another provider of "non-profit housing" who enters into an assignment agreement with the City of Hamilton and the agreement holder

agreeing to be subject to all of the terms and conditions of the Rent Supplement Agreement for the remainder of the term of those agreements and such other terms and conditions as the General Manager of the Healthy and Safe Communities Department and City Solicitor in their sole discretion deem appropriate.

8. Units subject to the Rent Supplement Agreement may not increase the rent charged to a tenant annually for a unit that is subject to a Rent-Geared-to-Income supplement to more than the lesser amount of:
  - (a) Provincial Guideline amount as provided for in the Residential Tenancies Act, 2006, S.O. 2006, c. 17, as amended or replaced as specified annually by the Ontario Ministry of Municipal Affairs and Housing; or
  - (b) the amount permitted by any other Agreement restricting rent increases that the Housing Provider is subject to.
9. Higher rent increases may be permitted at the sole discretion of the General Manager of the Healthy and Safe Communities Department following submission of a business case justifying the increase if not prohibited by: any agreement entered into by the Housing Provider; or law including but not limited to the Residential Tenancies Act, 2006, S.O. 2006, c. 17, as amended or replaced and the Housing Services Act, Housing Services Act, 2011, S.O. 2011, c. 6, Sched. 1, as amended or replaced.
10. The Housing Provider shall maintain the building in which the rent supplement units are located and all units therein, whether rent supplement units or not in a state clean and fit for habitation, in a satisfactory state of repair, and in compliance with applicable law including without limitation the Building Code and Ontario Fire Code requirements.
11. Such additional terms and conditions as the General Manager of the Healthy and Safe Communities Department and City Solicitor may determine.