

By-law Number 2025-065
of the Regional Municipality of Durham

Being a by-law to register certain Service Agreements entered into pursuant to Part VII.1 of Ontario Regulation 367/11 under the Housing Services Act, 2011. S.O. 2011, c. 6 Schedule 1.

Whereas s. 15(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended permits a municipality to enact by-laws through their municipal Council.

Whereas under Part VII.1 of Ontario Regulation 367/11 under the Housing Services Act, 2011. S.O. 2011, c. 6 Schedule 1. permits a framework that allows the Region of Durham to enter into Part VII.1 service agreements with Community Housing Providers as the Community Housing Providers' mortgages or operating agreements come to an end, as well as other non-profit Housing Providers that are not currently operating under the Housing Services Act (the Service Agreement).

And Whereas Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended permits a municipality to delegate its powers, duties under this or any other Act to a person or body subject to certain restrictions.

Now therefore, the Council of The Regional Municipality of Durham hereby enacts as follows:

1. That this by-law be enacted to permit its registration along with the municipalities Service Agreements entered into with the Region of Durham which apply to the lands as identified by their legal descriptions as provided for in Schedule A to this by-law.
2. That Regional Council authorizes the Regional Solicitor and Director of Legal Services or their designates to amend Schedule A to this by-law to add additional lands as identified by their legal descriptions as they become known upon which may apply a Service Agreement that has been entered into with the Region of Durham.
3. That Regional Council authorizes the Regional Solicitor and Director of Legal Services or their designates to register this by-law along with the Service Agreement on title to the lands as identified by legal descriptions and as amended and added in Schedule A to this by-law, the Service Agreement being added as Schedule B to this by-law when registered on title.

This By-law Read and Passed on the 17th day of December, 2025.

J. Henry, Regional Chair and CEO

A. Harras, Regional Clerk

SCHEDULE A

Lands subject to Service Agreements entered into pursuant to Part VII.1 of Ontario Regulation 367/11 under the Housing Services Act, 2011. S.O. 2011, c. 6 Schedule 1.

PCL CON. 2-9-5 SEC AJAX; PT LT 10 CON 2 TOWN OF AJAX, PT 1, 40R11345; S/T RIGHT AS IN LT403784 ; AJAX

SCHEDULE B

Servicing Agreement attached

SERVICE AGREEMENT
PART VII.1 OF THE HOUSING SERVICES ACT, 2011

Dated this 1st day of December, 2024

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(Hereinafter called the "Region")

- and –

ASHLEY MANOR HOUSING CORPORATION

(Hereinafter called the "Housing Provider")

WHEREAS:

- A. The Region and the Housing Provider share mutual objectives to protect, sustain and grow community and affordable housing in order to enhance the quality of life for people in Durham Region;
- B. The Housing Project set out in Schedule A is designated housing project (herein the "Housing Project"; under the Housing Services Act, 2011 (the "Act");
- C. Part VII.1 of the Act and new provisions in Ontario Regulation 367/11 outline a framework that allow the Region to enter Part VII.1 service agreements with Housing Providers as the Housing Providers' mortgages or operating agreements come to an end, as well as other non-profit Housing Providers that are not currently operating under the Act;
- D. The Housing Project is not subject to a pre-reform operating agreement or mortgage guaranteed by the Province of Ontario that relates to a transferred housing program;
- E. Parties wish to enter into this Service Agreement to govern the Housing Provider's operation of the Housing Project and availability of funding from the Region under the Program on the terms and conditions as set out herein;
- F. By entering into this Service Agreement, the Region and the Housing Provider confirm its intent for the Project to be governed by Part VII.1 of the Act and cease to be a "designated housing project" under the Act.

NOW THEREFORE the Region and the Housing Provider agree as follows:

DEFINITIONS

- a. In this Agreement, including its Schedules unless the context requires otherwise:
 - "**Agreement**" means this Service Agreement under Part VII.1 of the Housing Services Act between the Region and the Housing Provider;
 - "**DASH wait list**" means the Durham Access to Social Housing wait list, or such other wait list as may be adopted by the Region for the purpose of selecting households for the Durham Rent Supplement;
 - "**Durham Rent Supplement (DRS)**" means the program funded by the Region as an alternate form of financial housing assistance consistent with Schedule 4.2 of Ontario Regulation 367/11, as amended;
 - "**DRS household**" means a household for which DRS assistance is

provided;

- “**Events of Default**” has the meaning set out in Section 12.1.
 - “**Financial Plan**” means the Financial Plan set out in Schedule B.
 - “**household**” means an individual who lives alone or two or more individuals who live together in a unit within the Housing Project;
 - “**Housing Project**” means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for residential accommodation, administered by the Housing Provider as described in Schedule “A” to this Agreement;
 - “**Housing Services Act**” means the Housing Services Act, 2011, as amended, or successor legislation;
 - “**local rules**” means any policy, directive or guideline (as amended) issued to housing providers by the Region of Durham in relation to the administration of RGI assistance, wait list management or housing provider reporting;
 - “**MFIPPA**” means the Municipal Freedom of Information and Protection of Privacy Act, as amended;
 - “**rent**” means the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Provider for the right to occupy a unit, and “rental” is deemed to have a corresponding meaning;
 - “**rent-geared-to-income assistance (RGI)**” means financial assistance provided in respect of a household to reduce the amount the household must otherwise pay to occupy a unit as determined under Part V of the Housing Services Act;
 - “**Term**” means the 10-year term set out in section 2.
- b. The following Schedules are attached to an form part of this Agreement
- Schedule A – Housing Project Description
 - Schedule B – Financial Plan and Funding
 - Schedule C – FIN 2021-02 Indemnity and Insurance Coverage
- c. All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

TERM

- d. The term of the Agreement shall be for ten (10) years, commencing December 1, 2024.
- e. This Agreement shall continue to be in effect after the end of the Term until:
- a) The agreement is replaced by a new service agreement, or
 - b) The Region and Housing Provider enter into an exit agreement and the exit agreement takes effect.

ASSISTED UNITS

- f. The Housing Provider agrees to provide the target number of DRS units set out in Schedule A to households eligible for DRS assistance in accordance with the local rules set out by the Region.

- g. The Housing Provider will determine the eligibility for DRS households in accordance with the local rules set out by the Region.
- h. The Housing Provider will determine the rents payable by households eligible for DRS units in accordance with the local rules set out by the Region.
- i. All households receiving RGI assistance in a unit in the Housing Project, on the date immediately before the effective date of this Agreement will continue to receive RGI assistance until such time as they cease to qualify under the Housing Services Act.
- j. Upon turnover of a RGI unit, the unit will be converted to a DRS unit.
- k. The Housing Provider may include households referred to in section 3.4 to meet its targets under section 3.1.
- l. The Housing Provider may exceed the number of DRS units with the approval of the Region.
- m. If an DRS or RGI unit has been vacated or abandoned by a tenant, the Housing Provider shall diligently make every reasonable effort to fill the vacated unit. Provided the Housing Provider has made every reasonable effort to fill the vacated unit, the Region will continue to fund the DRS or RGI unit for a period not to exceed 90 days.

HOUSING PORTFOLIO TARGETS

- n. The Provider acknowledges a combined target of assisted units across its housing portfolio that includes:
 - DRS unit targets for Housing Projects under section 3.1; and
 - RGI unit targets under section 77(1)(a) of the *Housing Services Act* for its designated housing projects under that Act.
- o. The Provider may exceed the targeted number of units under 4.1(a) or 4.1(b) provided the combined total of RGI and DRS units across its housing portfolio does not exceed the combined target of assisted units under section 4.1.
- p. Notwithstanding section 4.2, the Provider may exceed the combined target of assisted units under section 4.1 with the written approval of the Region.
- q. The combined target of assisted units across the housing portfolio shall apply exclusively to those sites that have an active VII.1 Service Agreement.

MODIFIED UNITS

- r. The Housing Provider will maintain the number of units modified for accessibility in the Housing Project, as set out in Schedule A.
- s. Households that are eligible for units modified for accessibility must have at least one household member that requires the accessibility modifications in the unit.
- t. The Housing Provider may select eligible households for units modified for accessibility from the DASH wait list or another method, at the Housing Provider's discretion.
- u. Households who reside in or will be residing in a modified unit may be selected for DRS assistance if they are eligible for such assistance in accordance with the local rules set out by the Region, and they are selected for such assistance as set out in section 6.

SELECTION OF HOUSEHOLDS

- v. Households will be selected for a DRS unit from the DASH wait list.
- w. A unit is a DRS unit if:

- a) It is occupied by a household that is eligible for receiving DRS assistance; or
- b) It is a vacant one-bedroom unit, and the Housing Provider is below its target for DRS units.

MANDATE

- x. The Housing Provider will select households for units in the Housing Project according to the mandate set out in Schedule A.
- y. A household meets the mandate set out in Schedule A if at least one member of the household meets the mandate.
- z. The Housing Provider may refuse to offer a unit to a household that does not meet the mandate set out under Schedule A.

FINANCIAL PLANS AND FUNDING

- aa. The Housing Provider and the Region have agreed to the Financial Plan set out in Schedule B, which details how the Provider's revenues will meet expenditures for the Housing Project, including forecasted capital expenditures.
- bb. The Housing Provider will follow the Financial Plan set out in Schedule B.
- cc. The Housing Provider and the Region will review the Financial Plan set out in Schedule B at least every five years.
- dd. The Region will provide funding to the Provider as set out in the Financial Plan in Schedule B, which will include:
 - a) DRS assistance for eligible households, representing the difference between the rent paid by the household and the market rent for the DRS unit as set out in section 9; and
 - b) Rent-geared-to-income assistance for eligible households under section 3.4, representing the difference between the rent paid by the household and the market rent for the rent-geared-to-income unit.
 - c) Additional operating funding needed to ensure that the Provider's revenues will meet expenditures for the Housing Project.
- ee. Funding under section 8.4 will be provided monthly beginning in the first month of this Agreement and will be reconciled annually based on the annual subsidy reconciliation information required under section 10.5 (c).

MARKET RENTS

- ff. The market rents for DRS and RGI units are set out in Schedule A.
- gg. The Housing Provider may increase the market rents for its DRS and RGI units on an annual basis by no more than the applicable rent increase guideline under the Residential Tenancies Act.
- hh. The Housing Provider may set and increase market rents for units that are not DRS or RGI units as approved by its Board of Directors and in accordance with all applicable laws.

RECORDS AND REPORTING

- ii. The Housing Provider shall keep proper books of account and records of the financial management of the Housing Project, in accordance with generally accepted business and accounting practices.
- jj. The Provider shall retain all books, accounts, records (including records related to rent collection and occupant income and eligibility verification), receipts, and other documents, that pertain to the Housing Project for a period of not less than seven (7) years from the end of each fiscal year of the Provider to which

the records relate.

- kk. The Region has the right to review, audit or inspect all records pertaining to the eligibility and entitlement of DRS and other assisted households set out in section 3.
- ll. Completion of the Service manager Annual Information Return (SMAIR) when request is received from the Region.
- mm. Within five months of its fiscal year end, the Housing Provider shall submit to the Region:
 - a) Its audited financial statements for the preceding year;
 - b) Statistical information on the household income and household composition of the units in the Housing Project in the form set out by the Region;
 - c) An annual subsidy reconciliation for the Housing Project, in the form set out by the Region;
 - d) Proof of insurance as required under section 11.6.
 - e) such other information or documentation as the Region may request from time to time.
- nn. The Provider consents to the Region releasing any information or documents it possesses pertaining to the Housing Project to the Ministry of Municipal Affairs and Housing for the purpose of analytics, policy analysis, auditing, research, program evaluation, and verification and due diligence purposes, including to detect and protect the Region or the Ministry of Municipal Affairs and Housing from errors or fraud.
- oo. The provisions of section 10.2 shall continue to apply for a period of seven (7) years following the termination of this Agreement.

OTHER HOUSING PROVIDER OBLIGATIONS

- pp. The Provider warrants that it has the experience, skilled personnel and knowledge necessary to administer and discharge its obligations under this Agreement with due diligence and in a professional and competent manner.
- qq. The Housing Provider will ensure the Housing Project is well managed, maintained in a satisfactory state of repair, complies with all applicable legislation and regulatory requirements, applicable municipal by-laws and policies.
- rr. The Housing Provider shall follow the financial plan attached as Schedule "B" for the Housing Project, which shall be reviewed at least every five (5) years and that has been jointly developed by the Housing Provider and the Region.
- ss. The Housing Provider shall observe and comply with the Housing Services Act and all written policies, guidelines, procedures or directives established by the Region as they relate to RGI, DRS units and households.
- tt. The Housing Provider shall participate in the system of pooling capital reserves for investment purposes as established by Housing Services Corporation.
- uu. The Housing Provider shall participate in the group insurance program coordinated by Housing Services Corporation and comply with the local rules of the Region pertaining to indemnity and insurance coverage, Schedule 'C', as may be amended.
- vv. The Housing Provider shall not undertake any of the following activities without prior written consent of the Region:
 - a) Alter, supersede, or cancel its articles of incorporation or letter patent;
 - b) Sell, transfer or otherwise dispose of any interest in the Housing Project;

- c) Demolish any building or conduct any renovation that has the effect of reducing the number of RGI and DRS units in the Housing Project;
 - d) Mortgage, refinance or encumber the Housing Project;
 - e) Develop or re-develop the Housing Project; and/or
 - f) Re-organize, amalgamate, merge, consolidate or otherwise enter into any other form of business combination with any other person.
- ww. The Housing Provider will comply with MFIPPA regarding the collection, use, disclosure and safeguarding of the privacy of personal information, as well as procedures for allowing RGI and DRS households access to their personal information.

INDEMNITY

- xx. The Housing Provider both during and following the term of any agreement, defend, indemnify and save harmless the Region and its elected officials, officers, agents, affiliates and employees from and against all claims of any nature, actions, causes of actions, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Provider, its directors, officers, employees, agents, or volunteers in connection with the services provided, purported to be provided or required to be provided by the Provider in relation to this Agreement.

EVENT OF DEFAULT

- yy. Any of the following events will constitute an event of default (each an “Event of Default”) by the Housing Provider under this Agreement:
- a) the Housing Provider fails to observe or comply with any term of this Agreement, in whole or in part;
 - b) the Housing Provider fails to remain in good corporate standing;
 - c) the Housing Provider is in breach of or fails to comply with any applicable law, regulation, license, permit or Region policy;
 - d) any representation or warranty made by the Housing Provider under this Agreement is found to be untrue or incorrect;
 - e) if the Housing Provider knew or ought to have known any information, statement, certificate, report or other document provided by, or on behalf of, the Housing Provider pursuant to, or as a result of this Agreement, is untrue or incorrect;
 - f) the Housing Provider incurs an expenditure or an accumulated deficit that is, in the opinion of the Region, substantial and excessive;
 - g) in the opinion of the Region, acting reasonably, the Housing Provider has failed to operate the Project properly; or
 - h) if applicable, the Housing Provider contravenes a lease under which it has a leasehold interest in the Project or in land where the Project is located.

NOTICE OF DEFAULT AND CURE PERIOD

- zz. On the occurrence of an Event of Default, the Region will provide written notice to the Housing Provider which sets out the nature of the default, what, if anything, the Housing Provider must do or refrain from doing to rectify the default and the date by which the default must be rectified (the “Cure Period”). The Cure Period shall be a minimum of thirty (30) days from the date of delivery of the notice of default.

MATERIAL DEFAULT

- aaa. Any of the following events will constitute a material default (each a "Material Default") by the Housing Provider under this Agreement:
- a) the Housing Provider becomes bankrupt or insolvent, takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;
 - b) steps are taken or proceedings are commenced by any person to dissolve or wind up the Housing Provider;
 - c) the Housing Provider ceases or threatens to cease to carry on business in the normal course;
 - d) a trustee receiver, receiver and manager or similar person is appointed with respect to the business or assets of the Housing Provider;
 - e) any assets of the housing provider are seized under execution or attachment;
 - f) the Housing Provider is unable to fulfil its obligations; or
 - g) the Housing Provider is unable or unwilling to cure an Event of Default; or
 - h) the housing provider has operated the Project in a way that has resulted in significant physical deterioration of the Project affecting its structural integrity or danger to the health or safety of the residents of the Project.

REMEDIES

- bbb. If a Material Default has occurred, or the Housing Provider fails to remedy an Event of Default before the expiry of the applicable Cure Period, the Region may, without prejudice, enforce any other remedy they may be entitled to, including:
- a) reduce, suspend or discontinue payment of any subsidy or contribution that would otherwise be payable by the Region to the Housing Provider under this Agreement;
 - b) remedy such Event of Default or Material Default on behalf of the Housing Provider;
 - c) appoint an operational advisor for the Project;
 - d) appoint an interim receiver and/or property manager for the Housing Provider to assume operation of the Project;
 - e) seek appointment by a court of competent jurisdiction of a receiver or receiver and manager for the Housing Provider; and
 - f) appoint directors to the Housing Provider's board of directors where permitted under the Housing Provider's constituting documents and applicable law
 - g) any additional remedy available to the Region at law or in equity.
- ccc. For the purposes of this Section, the Housing Provider will be found to have remedied the default if, for the purposes of Section 11 and 10, the Housing Provider submits a plan satisfactory to the Region, acting reasonably.
- ddd. The Housing Provider acknowledges that the Region's remedies are cumulative and not mutually exclusive.
- eee. No consent or waiver expressed or implied, by the Region of any default by the Housing Provider in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure of the Region to complain of any act or failure to act by the Housing Provider or to declare the Housing Provider in default, irrespective of how long that failure continues, is not a waiver by the Region of

its rights under this Agreement.

CO-OPERATION

- fff. If the Region appoints an operational advisor, interim receiver and/or property manager in pursuing its remedies under this Agreement, the Housing Provider shall co-operate with the Region and such appointee as they carry out their duties with respect to the Project.

EXPENSES OF REGION

- ggg. Should the Region incur any expenses in exercising their remedies under this Agreement, the Region may bill the Housing Provider for expenses incurred and the Housing Provider shall reimburse the Region. The parties agree that the Region may elect to recover such debt by reducing the amount of any payment that would otherwise be payable by the Region to the Housing Provider pursuant to this Agreement.

NO LIABILITY RE: THIRD PARTIES

- hhh. The Housing Provider acknowledges that the Region will be under no liability to the Housing Provider for any act or omission of any receiver, property manager or operational advisor appointed in connection with the Region exercising its remedies under this Agreement.

INDEPENDENT CONTRACTOR

- iii. The Housing Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an agreement of employment. Specifically, the parties agree that it is not intended by the Agreement that the Housing Provider nor any person employed or associated with the Housing Provider is an employee of, or has an employment relationship of any kind with the Region or is any way entitled to employment benefits of any kind whatsoever from the Region whether under internal policies or programs of the Region, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Appendix "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

19. EXIT AGREEMENT

- jjj. In the event that the Housing Provider fails to remedy an Event of Default before the expiry of the applicable Cure Period or a Material Default, the parties agree that the Region, at its sole discretion, may request that the parties negotiate an exit agreement, as such term is defined in the Act, and the parties agree to negotiate in good faith and use commercial best efforts to enter an exit agreement upon the expiration or earlier termination of this Agreement.

DISPUTE RESOLUTION

- kkk. The parties shall, in good faith, use their reasonable efforts to co-operate and work together to preserve the intentions and mutual benefits contemplated by this Agreement, and to ensure the effective and efficient performance of this Agreement's terms and conditions.
- lll. If a dispute arises between the parties out of or in connection with this Agreement, the parties agree to use the following dispute resolution process:
 - a) Either party may provide written notice to the other party, notifying them of the nature of the dispute and requesting that the parties negotiate a

resolution. On receipt of such notice, the parties shall make every reasonable effort to resolve the dispute through negotiation. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to achieve a resolution to the dispute.

- b) If within thirty (30) days after delivery of notice in accordance with this section, or such further period agreed to by the parties in writing, the parties have not resolved the dispute, the parties agree to submit the matter to arbitration. The arbitration shall be conducted under the following parameters:
 - i. The parties shall refer the dispute to a single arbitrator.
 - ii. If the parties cannot agree on an arbitrator, then an arbitrator shall be appointed pursuant to the *Arbitration Act, 1991*, S.O. 1991, c.17.
 - iii. The arbitration shall be conducted in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17, as may be amended or replaced from time to time.

mmm. Each party shall bear its own costs and half of the fees and expenses of the arbitrator unless the arbitrator determines otherwise.

CONFIDENTIALITY

nnn. All information relating to rent-geared-to-income tenants that is provided to, collected or maintained by the City, is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, (hereinafter referred to as "MFIPPA"). The Housing Provider agrees to keep all personal information, as defined by MFIPPA, provided to the Housing Provider by the Region confidential and use it only for the purpose of administering the Agreement. Personal information shall only be disclosed to employees of the Housing Provider on a "need to know" basis in order to carry out its obligations under the Agreement. The Housing Provider shall not disclose any personal information to a third party without the Region's consent.

ooo. The Housing Provider shall ensure it complies with PIPEDA.

REPRESENTATIONS OF THE HOUSING PROVIDER

- ppp. The Housing Provider hereby represents and warrants to the Region that:
- a) The Housing Provider is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
 - b) The Housing Provider has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
 - c) All financial statements and other financial information provided to the Region relating to this Agreement are accurate and complete and no statement or information made by the Housing Provider is untrue, misleading or omits to state a necessary fact.

REGISTRATION OF AGREEMENT

qqq. The Region shall have the right to register notice of this Agreement on title to the property.

This Agreement has been executed on behalf of the parties by their respective authorized officers.

THE REGIONAL MUNICIPALITY OF DURHAM

Per:

Name: Stella Danos-Papaconstantinou

Title: Commissioner of Social Services

Dated this ** day of *****, 2025

ASHLEY MANOR HOUSING CORPORATION

Per:

Name:

Title:

I have authority to bind the Corporation

Dated this ** day of *****, 2025

Per:

SCHEDULE A
Description of Housing Project

Name of Housing Project	River Breeze
Address:	1 Richards Lane, Ajax ON L1T 3M3
Legal Description:	PCL CON. 2-9-5 SEC AJAX; PT LT 10 CON 2 TOWN OF AJAX, PT 1, 40R11345; S/T RIGHT AS IN LT403784 ; AJAX
Mandate:	None
Total number of units:	100
Target Durham Rent Supplement (DRS) units:	80
Modified units:	6
2025 Market rents:	2-bedroom - \$1,385 3-bedroom - \$1,487 4-bedroom - \$1,640
2025 Midterm Market rents:	2-bedroom - \$1,433 3-bedroom - \$1,539 4-bedroom - \$1,697

SCHEDULE B
Financial Plan and Funding

5-YEAR FINANCIAL PLAN & FUNDING

Ashley Manor Housing Corporation - River Breeze

2025

	2024 Projected	2025 Projections	2026 Projections	2027 Projections	2028 Projections	2029 Projections	2030 Projections	
Revenue								Notes
RGI rental								
Market rental	\$ 876,188	\$ 894,845	\$ 921,800	\$ 949,341	\$ 977,821	\$ 1,007,156	\$ 1,037,371	
RMD Subsidy	\$ 1,153,644	\$ 857,119	\$ 874,073	\$ 891,316	\$ 908,853	\$ 926,684	\$ 949,852	
Additional Operating Subsidy		\$ 688	\$ 681	\$ 702	\$ 723	\$ 745	\$ 767	
Other revenue	\$ 1,573	\$ 1,573	\$ 1,604	\$ 1,636	\$ 1,669	\$ 1,702	\$ 1,736	
Total revenue	\$ 2,031,405	\$ 1,754,205	\$ 1,798,048	\$ 1,842,995	\$ 1,889,066	\$ 1,936,287	\$ 1,989,726	
Maintenance material and services								
Salaries, wages and benefits	\$ 71,429	\$ 85,379	\$ 87,087	\$ 88,829	\$ 90,606	\$ 92,418	\$ 94,266	
Building and equipment								
Elevators								
Electrical systems								
Heating, air and plumbing								
Grounds								
Painting								
Waste removal								
Security								
Other	\$ 205,672	\$ 240,184	\$ 244,988	\$ 249,888	\$ 254,886	\$ 259,984	\$ 265,184	Materials and Expenses
Total maintenance	\$ 277,101	\$ 325,563	\$ 332,075	\$ 338,717	\$ 345,492	\$ 352,402	\$ 359,450	
Utilities								
Electricity	\$ 7,081	\$ 6,819	\$ 6,955	\$ 7,094	\$ 7,236	\$ 7,381	\$ 7,529	
Fuel	\$ 1,755	\$ 1,556	\$ 1,587	\$ 1,619	\$ 1,651	\$ 1,684	\$ 1,718	
Water & sewage	\$ 123,036	\$ 124,920	\$ 128,668	\$ 132,528	\$ 136,504	\$ 140,599	\$ 144,817	
Total utilities	\$ 131,872	\$ 133,295	\$ 137,210	\$ 141,241	\$ 145,391	\$ 149,664	\$ 154,064	
Administration								
Salaries, wages and benefits	\$ 110,763	\$ 118,150	\$ 120,513	\$ 122,923	\$ 125,381	\$ 127,889	\$ 130,447	
Management fees	\$ 8,125	\$ 8,396	\$ 8,564	\$ 8,735	\$ 8,910	\$ 9,088	\$ 9,270	Other Professional Fees
Materials and services								
Other	\$ 6,972	\$ 6,969	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	Legal Fees
Total administration	\$ 125,860	\$ 133,515	\$ 134,577	\$ 137,158	\$ 139,791	\$ 142,477	\$ 145,217	
Other								
Mortgage	\$ 660,354							(\$651,458 Amortization + \$8896 Interest) Mortgage finished in 2024
Property taxes	\$ 378,113	\$ 396,641	\$ 404,574	\$ 412,665	\$ 420,918	\$ 429,336	\$ 437,923	
Insurance	\$ 47,272	\$ 55,094	\$ 59,502	\$ 64,262	\$ 69,403	\$ 74,955	\$ 80,951	
Bad debts	\$ 17,332	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	
Contingency								
Total other	\$ 1,103,071	\$ 468,735	\$ 481,076	\$ 493,927	\$ 507,321	\$ 521,291	\$ 535,874	
Total expenses before reserve transfer	\$ 1,637,904	\$ 1,061,108	\$ 1,084,938	\$ 1,111,043	\$ 1,137,995	\$ 1,165,834	\$ 1,194,605	
Capital reserve contribution	\$ 452,020	\$ 454,470	\$ 463,559	\$ 472,830	\$ 482,287	\$ 491,933	\$ 501,772	
Transfer to other fund								
Total operating costs and fund contributions	\$ 2,089,924	\$ 1,515,578	\$ 1,548,497	\$ 1,583,873	\$ 1,620,282	\$ 1,657,767	\$ 1,696,377	
Total Operating Surplus / (Deficit)	\$ (58,519)	\$ 238,627	\$ 249,551	\$ 259,122	\$ 268,784	\$ 278,520	\$ 293,349	

SCHEDULE C

FIN 2021-02 Indemnity and Insurance Coverage



Durham Community Housing Directives

Housing Services Division | Financial Housing Services
605 Rossland Rd E, Whitby L1N 6A3
905-668-7711 | 1-800-372-1102 | www.durham.ca

Subject:	Indemnity and Insurance Coverage
Directive Number:	FIN 2021-02

1 Purpose

The purpose of this directive is to set out the mandatory insurance requirements for community housing providers with projects under Part VII and Part VII.1 of the Housing Services Act (HSA), as well as all community housing providers and other landlords with properties subject to an agreement with the Region of Durham for the provision of modified housing units, rent-geared-to-income (RGI), or other form of housing assistance.

2 Background

The Region of Durham is the service manager under the Housing Services Act (HSA) responsible for the oversight of community housing and housing assistance in the region.

Community housing providers are required to maintain insurance coverage to the satisfaction of the Region of Durham for:

Designated housing projects under Part VII of the HSA

Housing projects under Part VII.1 of the HSA that are subject to a service agreement with the Region of Durham

Housing projects subject to an agreement with the Region of Durham for the provision of modified housing units, rent-geared-to-income (RGI), or other forms of housing assistance.

Other landlords under agreement with the Region of Durham for the provision of modified housing units, rent-geared-to-income (RGI), or other forms of housing assistance are also required to maintain insurance coverage to the satisfaction of the Region of Durham.

Community housing providers and other landlords must maintain sufficient insurance to cover their responsibilities under the HSA and any delegated responsibilities under service agreements with the Region of Durham. The insurance policy must include indemnification of the Region of Durham and contain specific coverage as set out in this directive.

3 Indemnity

Community housing providers and other landlords under agreement with the Region of Durham will, both during and following the term of any agreement, defend, indemnify and save harmless the Region of Durham and its elected officials, officers, agents, affiliates and employees from and against all claims of any nature, actions, causes of actions, losses, expenses, fines, costs, interest

or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the community housing provider, its directors, officers, employees, agents, or volunteers in connection with the services provided, purported to be provided or required to be provided by the community housing provider in relation to the HSA or an agreement with the Region of Durham.

4 Insurance Coverage

Every community housing provider and landlord under agreement with the Region of Durham, at its sole cost and expense, shall acquire and maintain the following forms of insurance on or in respect of its housing projects under the HSA or subject to agreement with the Region of Durham in such amounts and with such deductibles as a prudent owner of a similar building would insure having regard for the housing project's size, age and location:

- commercial general liability insurance including personal injury, broad form contractual liability, owners and contractors protective, contingent employers liability, employers liability, medical payments, completed operations, non-owned automobile liability, all coverages with respect to the housing project and the use of the common areas and facilities, in an amount not less than five million dollars (\$5,000,000.00) for claims arising out of one occurrence.
- "all perils" insurance (including flood and earthquake) on the housing project (including the foundations and excavations and other parts of the structure) and the equipment contained in or servicing the housing project, in an amount at least equal to the full replacement cost thereof, insuring all property of the housing provider, property for which the housing provider is legally liable or property installed by or on behalf of the housing provider and the leasehold improvements.
- where applicable, broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all leasehold improvements and contents, and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous apparatus owned or operated by the housing provider or by others on behalf of the housing provider in the housing project.
- other forms of insurance as would be carried by a prudent owner of a similar building and exposures.

Such insurance policies shall contain an endorsement to provide the parties with sixty (60) days written notice of cancellation.

The commercial general liability policies shall be in the name of the community housing provider or landlord and shall name the Region of Durham as an additional insured thereunder.

The community housing providers or landlord under agreement with the Region of Durham will not change in any material way the coverages provided by the insurance policy, or adjust coverages below those minimum standards and coverages as set out by the Region of Durham, and will not do or permit to be done anything which may void the insurance policy.

5 Proof of Coverage

Community housing providers and other landlords under agreement with the Region of Durham will provide the Region of Durham annually, and as requested, with proof of the required insurance coverage in the form provided by the Region of Durham or as accepted by the Region of Durham.

Community housing providers subject to Part VII of the HSA are required to provide proof of current insurance, on a form acceptable to the Region of Durham, with their audited statements and Annual Information Return (AIR).

6 Housing Services Corporation

Under the HSA, the Housing Services Corporation (HSC) is required to establish and manage insurance programs for prescribed members.

Community housing providers listed in Schedule 6 of Ontario Regulation 367/11 are required to participate in the HSC insurance programs. This schedule does not include co-operative community housing providers.

7 Effective Date

This directive is effective on the date it is issued.

8 Repealed Rules

This directive replaces Directive 2007-03 Indemnity and Insurance Coverage.

9 Legislative Authority

Housing Services Act, s. 124, 151

Ontario Regulation 367/11, s. 99, 136 and Schedule 6.