



THE CORPORATION OF THE MUNICIPALITY OF RED LAKE

By-Law No. 65-2021

BEING A BY-LAW TO ENTER INTO A PROPERTY MANAGEMENT AGREEMENT WITH THE KENORA DISTRICT SERVICES BOARD

WHEREAS the Council of The Corporation of the Municipality of Red Lake passed Resolution No. 151-21 on September 20, 2021 regarding the Red Lake Municipal Non-Profit Housing Corporation; and

WHEREAS the Council of The Corporation of the Municipality of Red Lake desires to enter into a Property Management Agreement with the Kenora District Services Board;

NOW THEREFORE the Council of The Corporation of the Municipality of Red Lake hereby **ENACTS AS FOLLOWS:**

1. **THAT** the Council of The Corporation of the Municipality of Red Lake hereby enters into an Agreement, attached hereto as Schedule "A" and forming a part of this By-Law, with Kenora District Services Board.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the said Agreement referred to in Section 1 and attach the corporate seal thereto.
3. **THAT** this by-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND TIME this 08th day of November, 2021.

Fred Mota, Mayor

Christine Goulet, Clerk

READ a THIRD TIME and FINALLY PASSED this 08th day of November, 2021.

Fred Mota, Mayor

Christine Goulet, Clerk

THIS AGREEMENT made in duplicate this ____ day of _____, _____.

BETWEEN:

KENORA DISTRICT SERVICES BOARD
(hereinafter called "KDSB")

and

RED LAKE MUNICIPAL NON PROFIT HOUSING CORPORATION
(hereinafter called the "Owner")

IN CONSIDERATION of the Social Housing Projects listed below (hereinafter called the "Rental Property")

Howey Bay PHASE 1	12 units
Howey Bay PHASE 2	12 units
Summers Road	20 units

WHEREAS the KDSB is a Service Manger as defined in the *Housing Services Act, 2011*;

AND WHEREAS the Owner is registered owner and holds legal title or other lawful authority to or in the Rental Property, including authority to enter into this Agreement;

AND WHEREAS the Owner wishes to retain the services of the KDSB and the KDSB wishes to perform said services more fully described hereunder, in the manner and upon the terms and conditions hereafter set forth;

NOW THEREFORE the Agreement witnesses that in consideration of the covenants contained herein, the parties hereto undertake and agree as follows:

1. AGENCY

- 1.1 The Owner hereby retains and appoints the KDSB as its exclusive authorized agent to rent or lease, manage and perform the property management services more fully described in Sections 3.1 and 4.2 ("Services") hereof, for and in relation to the Rental Property.
- 1.2 In performance of said Services, the KDSB shall have the actual authority set out in Section 3, together with the usual and ostensible authority required to perform said Services.
- 1.3 In accordance with the Service Managers Local Rules and the Owners Policies, the KDSB agrees to use due diligence in the management of the premises for the term of the Agreement.

2. TERM

- 2.1 This Agreement shall commence on April 1, 2021 until terminated as provided in Section 15 hereof.
- 2.2 The "term" as used in the Agreement shall mean the Initial Rental Period and all Extended Rental Periods, if any.

3. SERVICES & KDSB AUTHORITY

3.1 The KDSB shall be responsible for and shall exercise reasonable care and diligence in performing the following Services herein on behalf of the Owner, and shall have all actual, usual and implied authority to:

- (a) Search for suitable tenant(s) for the Rental Property;
- (b) Rent, lease, sublet and negotiate the terms of the tenancy agreement with the tenant based on the KDSB standard lease agreement form;
- (c) Collect all rent due from and lawfully payable by the tenant(s) when such amounts become due, and deposit same into an account maintained by the KDSB on behalf of the Owner for the Rental Property. The KDSB shall use and disburse said funds solely for the purpose of paying those costs and expenses payable by the Owner.
- (d) Make all ordinary repairs to the Rental Property, providing the expenditures for any one item shall not exceed the amount of **\$10,000** without the express written consent of the Owner (given by e-mail or otherwise), except where the KDSB considers the circumstances surrounding the request for the repairs to be an emergency or in breach of the Residential Tenancies Act of Ontario (as amended from time to time) and KDSB is unable to secure the prior consent of the Owner in a timely fashion after making commercially reasonable efforts to do so;
- (e) Unless the Owner waives the requirement in writing (by e-mail or otherwise), require all tenants, as a condition of approval, to purchase a tenant's insurance policy for the Rental Property, to advise the KDSB of the name of insurer, insurer's broker or agent, and policy number, and to deliver a copy of the policy to the KDSB prior to taking receipt of the keys.
- (f) The KDSB will remit to the tenant(s) on an annual basis a receipt for all rent collected and fees charged to the tenant(s) for any and all services provided in connection with the Rental Property and premises herein; and
- (g) **Maintain accurate and complete accounting records of all receipts and disbursements and submit a quarterly statement to the Owner indicating all collections and expenses, along with copies of paid bills and services provided when and if applicable.**

3.2 Without derogating from and without limiting the KDSB's authority in Section 3.1 hereof in any way, the KDSB shall have the authority to:

- (a) Sign rental or tenancy agreements during the Term of this Agreement on the Owner's behalf;
- (b) With prior consent of the Owner, enforce the provisions of any rental or tenancy agreement, institute legal action or other proceedings to collect rent and sums due, and dispossess tenants and other persons from the premises on behalf of the Owner in accordance with this Agreement and the Residential Tenancies Act, as amended from time to time, for the Rental Property identified herein; and
- (c) Subject to the limits on expenditure set out in paragraph 3.1 (e) at the Owner's expense, and in the KDSB's sole discretion, purchase all necessary supplies; contract for and coordinate all services and contracts relating to the repair and maintenance of the Rental Property; hire, discharge, supervise and pay all contractors and employees performing work or services.
- (d) In consideration of the provision of the services, the KDSB will reconcile its costs as part of the annual financial review of the Owner and in the determination of funding.

4. RETENTION OF RECORDS

- 4.1 In addition to the requirements of Subsection 3.1(g) hereof, the KDSB shall not dispose of any records related to the services for a period of seven (7) years from the end of the fiscal year during which they were prepared or received without prior consent of the Owner which may be given subject to such conditions as the Owner deems advisable.
- 4.2 Notwithstanding Subsection 4.1 hereof, the KDSB shall retain any such records for such additional period as the Owner may reasonably require in special circumstances, provided always that the KDSB may satisfy this requirement for retention beyond the seven (7) year period by delivery possession of the relevant books, documents, vouchers, records and books of account to the Owner.

5 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 5.1 Except where required by law, the KDSB, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual, or the individual's parent, guardian or legal representative prior to the release or disclosure of such information or document.
- 5.2 Any information collected by KDSB pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56*

6 CONFLICT OF INTEREST

The KDSB, its officers, employees, agents and volunteers shall not engage in activities or endeavours that could potentially constitute an actual Conflict of Interest in relation to the subject matter of this Agreement.

7 INDEMNIFICATION

The Owner shall indemnify and save harmless KDSB from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings by whomever made, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the KDSB, its directors, officers, employees, agents or volunteers related to or arising out of this Agreement or in connection with services provided, purported to be provided or required to be provided by the KDSB pursuant to this Agreement.

8 HUMAN RIGHTS CODE

It is a condition of this Agreement and the Parties shall make it a condition of every agreement entered into which arises out of this Agreement, that no right under the *Human Rights Code* will be infringed upon.

9 OBSERVANCE OF THE LAW

The Parties agree that they and their respective directors, officers, employees, agents, volunteers and representatives shall at all times comply with all Federal, Provincial and Municipal laws, ordinances, statutes, rules, regulations and orders governing the performance of this Agreement.

10 NON-ASSIGNMENT

The KDSB shall not assign this Agreement, or any part hereof, without the prior written approval of the Owner, which approval may be withheld by the Owner at its sole discretion or given subject to such terms and conditions as the Owner may impose.

11 AMENDMENTS

This Agreement may be amended by way of an Addendum to the original agreement duly signed by the Parties to this Agreement.

12 STATUS OF KDSB

12.1 The KDSB acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of employment. Without limiting the generality of the foregoing, the Parties agree that it is not intended by the Agreement, that the KDSB, or its employees, are employees of the Owner for purposes of Payroll Deductions and Remittances as per the various Acts all as amended and revised from time to time, and any legislation in substitution therefore.

12.2 The KDSB shall indemnify and hold harmless the Owner from any and all amount required to be paid by the KDSB, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by the Owner, relating to any failure of the KDSB to comply with the provisions of any legislation referred to above.

13 FURTHER ASSURANCES

The Owner and the KDSB agree that each of them shall, upon the reasonable request of the other, provide or execute such further documents or assurances necessary to give effect to this Agreement.

14 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15 TERMINATION

Notwithstanding the provisions of clause 2, and without prejudice to any prior rights accrued to either party, this Agreement shall terminate in the following circumstances:

- (a) By the non-breaching party, upon any breach by the other party in the performance of any of its obligations, under this Agreement, being of a kind fundamental in nature, if not remedied within thirty (30) days after receipt of written notice thereof from the non-breaching party; or
- (b) By either party, this Agreement shall terminate without liability by serving a ninety (90) days written notice.

16 NOTICES

16.1 Any notice in writing required or permitted to be given to KDSB hereunder shall be sufficiently given if delivered to any corporate officer of KDSB or sent by fax or mailed by registered mail addressed to:

Kenora District Services Board
Suite 1 – 211 Princess Street
Dryden, ON P8N 3L5
ATTENTION: Corrine Owen, Director of Finance
E-Mail: cowen@kdsb.on.ca
Phone: (807) 223-2100 ext 2223
Fax No. (807) 223-6500

Any notice in writing required or permitted to be given to the Owner hereunder shall be sufficiently given if delivered to any corporate officer of the Owner personally or sent by fax or mailed by registered mail addressed to:

Red Lake Municipal Non Profit Housing Corporation
Red Lak, ON
E-Mail1: [REDACTED]
E-Mail2: [REDACTED]

16.2 Any such notice mailed as aforesaid shall be deemed to be given to the addressee on the second (2nd) normal business day following the date of such mailing. If a mail strike is in progress or there is a reasonable expectation of a mail strike, in which case such notice shall be given by alternative permitted methods.

16.3 Any Party may, at any time, give notice to the other Party of any change of address or fax number of the Party giving such notice and from and after the giving of such notice, the address or fax number therein specified shall be deemed to be the address or fax number of such Party.

17 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon the Parties and their respective successors, administrators and assigns.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF this Agreement has been signed on behalf of KDSB and on behalf of the Owner by their duly authorized signing officers, respectively.

SIGNED, SEALED AND DELIVERED on the ____ day of _____, _____.

On Behalf of the Kenora District Services Board

Henry Wall, CAO

Corrine Owen, Director of Finance

SIGNED, SEALED AND DELIVERED on the ____ day of _____, _____.

**On Behalf of Red Lake Municipal Non Profit
Housing Corporation**

Witness

**Signing Officer
Name:
Title:

Witness

**Signing Officer
Name:
Title:

** I have the authority to bind the Service Provider.