

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CITY OF TORONTO

Applicant

- and -

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

Respondent

**APPLICATION RECORD
OF THE APPLICANT, CITY OF TORONTO**

July 13, 2017

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TAB 1

Court File No.

CV-17-578381-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



BETWEEN:

CITY OF TORONTO

Applicant

- and -

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing on Thursday, July 20, 2017 at 9:30 a.m., in Chambers at the Commercial List located at 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of

appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: July 6, 2017.

Issued by:


Local Registrar

Commercial List/Bankruptcy Court Office
330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: **Fredrick Asamoah, *President***
JARVIS-GEORGE HOUSING CO-OPERATIVE INC.
279 Jarvis Street, Unit # 702
Toronto, ON M5B 2P2

Tel: (416) 898-8426
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Respondent, Jarvis-George Housing Co-operative Inc.

AND TO: **S. Fay Sulley**
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Lawyers for the Receiver, BDO Canada Limited.

APPLICATION

1. THE APPLICANT MAKES APPLICATION FOR AN ORDER:

- (a) abridging the time for service of the Notice of Application and the Application Record so that this application is properly returnable today;
- (b) validating service of the Notice of Application and the Application Record, if necessary, and dispensing with any further service thereof;
- (c) extending the term of BDO Canada Ltd.'s appointment as Receiver and Manager of the property, assets, and undertaking of the Respondent, Jarvis-George Housing Co-operative Inc. ("Jarvis-George Co-op"), under Part VII of the *Housing Services Act, 2011*, S.O. 2011, c. 6, as amended, (the "HSA") and on the terms set out in the draft Order attached to the Application Record;
- (d) such further or other order as to this Honourable Court may seem just.

2. THE GROUNDS FOR THE APPLICATION ARE:

- (a) Rule 14.05(2) of the Rules of Civil Procedure, which provides that a proceeding may be commenced by an application to the Superior Court of Justice or to a judge of that court, if a statute so authorizes.

(b) Under Part VII of the HSA the Applicant, as the Service Manager is responsible for funding, administering and overseeing social housing programs as they apply to social housing projects owned and operated by non-profit Housing Providers and co-operatives, including the Respondent. The City pays a subsidy to housing providers operating under Part VII of the HSA (such as the Respondent) that subsidizes that part of the Respondent's property taxes, mortgage costs and operating costs that are not covered by revenues earned from operation of the housing project, which revenue consists primarily of the market housing charges, market rent and rent-g geared-to-income paid by members and tenants. The Respondent is the Housing Provider in charge of the operation and management of the co-operative housing project at 279 Jarvis Street ("Housing Project").

(c) In addition to the responsibility of operating the Housing Project the City has delegated to the Respondent (through a RGI Administration Services Agreement) responsibility for the administration of the Rent Geared to Income ("RGI") paid by eligible co-operative members and tenants residing at the Housing Project. The Respondent was delegated the responsibility of annually reviewing the amount of RGI payable by the members and tenants, the continuing eligibility of such members and tenants to receive such benefits and the eligibility of the subsidized members and tenants to occupy the size of unit they occupy.

(d) On May 18, 2016 the Applicant conducted a RGI file review of the Housing Project. This review uncovered that the Respondent was not complying with the terms of the RGI Administration Services Agreement with the City nor with the requirements of the HSA

and regulations. The Respondent was placed on notice and provided with a deadline to bring the administration of RGI up to an acceptable standard. The Respondent failed to correct the deficiencies raised in the notice. For several years prior the Applicant after reviewing Annual Information Return packages submitted by the Respondent pursuant to the requirements of the HSA commented on various deficiencies, including deficits in the operation of the housing project and requested action to correct the deficiencies. The Respondent took little or no action to correct the deficiencies.

(e) Pursuant to subsections 83 paragraphs 10 and 11 of the HSA the Respondent was provided with a Notice of Triggering Events dated July 7, 2016 for incurring an accumulated deficit and failing to properly operate a housing project. The notice highlighted operating losses at the Housing Project for several years as well as not providing the minimum RGI target of 54 units for some years. The Respondent failed to take any substantive action to remedy the triggering events.

(f) After sending the Notice discussed in the previous paragraph, the Applicant received complaints of alleged fraud in relation to the general practices of the Respondent as well as in the administration of RGI. On July 22, 2016 a preliminary investigation into the records held by the Applicant was undertaken which uncovered significant issues with the administration of RGI by the Respondent.

(g) In August of 2016 representatives of the Applicant attended at the Housing Project to audit the tenant and member RGI files held by the Respondent in order to determine

whether the Respondent was undertaking the administration of RGI in accordance with the HSA, the regulations, the RGI Services Agreement and RGI policy requirements.

(h) As a result of the findings from the audit the Applicant determined that the Respondent was in contravention of the HSA and the regulations thereunder and was of the opinion that the Respondent failed to operate a designated housing project properly.

In particular the audit uncovered that:

- RGI has not been administered in accordance with the legislative and contractual obligations and requirements.
- The Respondent had not used the Centralised Waiting list since 2013 to allocate RGI.
- Many present RGI files contained incomplete Income and Asset Reviews and did not have documentation related to basic RGI eligibility requirements.
- The Respondent improperly allocated RGI to some family members of the President of the Board of Directors as well as to other individuals in receipt of RGI assistance

(i) The Respondent's breach of the provisions of the HSA and its regulations, and its failure to operate the Housing Project properly, having regard to the normal practices of housing providers, are both triggering events under subsections 83 paragraphs 1 and 11 of the HSA.

(j) In light of the findings, the information identified through the audit was forwarded to the Toronto Police Service – Financial Crimes Unit.

(k) As a result of the manner in which the Respondent has operated and managed the Housing Project, the Applicant was required to take action to secure and control the Housing Project.

(l) Pursuant to, and in accordance with subsections 85. para. 6 and 90 (5) (d) of the HSA the Applicant appointed BDO Canada Ltd. ("BDO") as the Receiver and Manager of the Housing Project which appointment became effective on February 7, 2017 which is the date that BDO took over the operation of the Housing Project.

(m) The Applicant, after reviewing the state of the operations and management of Housing Project with BDO, has concluded that the operations of the Housing Project by the Respondent were much worse than anticipated, There were a number of significant issues including:

- i) poor state of the accounting records,
- ii) poor state of the member files and RGI calculations,
- iii) unpaid bills,
- iv) serious problems with the elevators, and
- v) significant rental and housing charge arrears.

(n) BDO provided a report dated June 30, 2017 which discusses in detail the issues highlighted above. In the report BDO listed 19 "Operational & Financial Findings" about the previous operations of the Housing Project which include the following:

- Property Manager unable to produce an up to date rent roll;
- Rent increase notice sent to tenants riddled with mathematical errors;
- Deficient member files, many did not contain proper documents to support RGI eligibility;

- Significant member (\$80,614) housing charge arrears and non-member (\$57,147) rent arrears;
- Accounts payable list not maintained, significant supplier arrears (\$76,659);
- Basic financial management tools such as a budget were not maintained;
- Bank reconciliations were not completed for five months, certain tenants apparently paid rent in cash that had not been recorded in a general ledger;
- Stale dated rent cheques were found in a safe in the Property Manager's office;
- Frequent elevator breakdowns, outstanding invoices in excess of \$15,000.00 to an elevator maintenance company;
- Lack of control over cash and laundry revenue. Found over \$8,000 in quarters and loonies in garbage bins on the floor of Property Manager's office:

Laundry revenue

\$'s	2010	2011	2012	2013	2014	2015
Per audited financial statements [A]	16,790	17,369	4,505	7,735	6,990	2,100
Estimated weekly revenue [A]/52	323	334	87	149	134	40

- In approximately 19 weeks BDO collected \$10,295 in laundry revenue, about \$542 per week, significantly higher than in the years 2012 – 2015 which were reported collected by the Respondent;
 - It appears that in the five years ending December 31, 2015 about \$76,000 in rent arrears has been written off as bad debts. Between 2011 and 2015 about \$202,000 were incurred as losses.
- (o) The Applicant is taking steps necessary to transfer the Housing Project to another suitable non-profit housing provider or return it to a capable Board of Directors. In the interim responsibility for managing the Housing Project has been assumed by BDO.

(p) Subsection 95 (2) of the HSA provides that the maximum period of time for which a receiver and manager is appointed under subsection 85 paragraph 6. is 180 days and subsection 95 (3) provides that The Superior Court of Justice, on an application by the service manager may extend the maximum period.

(q) Given the complexities associated with finding a suitable non-profit housing provider capable of assuming responsibility for the management of the Housing Project and the steps needed to effect such a transfer of the operation of the Housing Project to a new housing provider or given the complexities and difficulties of returning the operations to a capable Board of Directors, the City will not be able to complete either of these options until after August 6, 2017 (180 days from the effective date of appointment of February 7, 2017).

(r) Section 101 of the Courts of Justice Act, R.S.O. 1990, c.43, as amended.

(s) Subsections 82 (1) and (9), 83 paragraphs 1, 10 and 11, 85 paragraph 6, 90 (5) (d) and (6) and 95 (1), (2), (3) of the *Housing Services Act, 2011*, S.O. 2011, c.6, Sch 1, as amended.

(t) Subsections 104 (2) and (3) of Ontario Regulation 367/11 passed under the Housing Services Act, 2011.

- (u) Rules 3.03 (1), 16.08, and 14.05 (2) of the Rules of Civil Procedure.

- (v) Such further and other grounds as counsel may advise, and this Honourable Court permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

- (i) The affidavit of Glenn Courtney, sworn on July 5, 2017; and
- (ii) Such further and other material as counsel may advise and this Honourable Court may permit.

July 6, 2017

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Court File No. CV-17-578381-001

BETWEEN:

CITY OF TORONTO

-and-

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant, City of Toronto. ⇒

TAB 2

Court File No. CV-17-578381-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CITY OF TORONTO

*Applicant**- and -*

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

*Respondent***AFFIDAVIT OF GLENN COURTNEY**(Sworn July 5th, 2017)

I, **GLENN COURTNEY**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the Manager of the Operations Support Group, in the Housing Stability Services Unit ("Housing Stability Unit"), that falls within the City of Toronto's (the "City") Shelter, Support and Housing Administration Division. Prior to January 23, 2017 our unit was referred to as the Social Housing Unit. After that time it was re-aligned and became the Housing Stability Services Unit. For the purposes of this affidavit the unit will be referred to as the Housing Stability Unit throughout.

2. The Housing Stability Unit is responsible for the funding and administration of social housing programs in the City of Toronto. Responsibility for social housing was transferred from the Province of Ontario to the City in 2002. The Housing Stability Unit provides advice and support to housing providers in order to support the independent operation of their housing projects by their Boards of Directors and their staff.
3. The Housing Stability Unit also monitors housing provider operations to ensure that they meet their obligations under the governing legislation. If issues with respect to the management of a given social housing project arise, the Housing Stability Unit works to ensure that these issues are resolved.
4. The social housing projects that the City is responsible for are monitored by Housing Consultants in the City's employ, who form part of the Housing Stability Unit's staff.
5. Since the City assumed responsibility for the administration and funding of the social housing programs within its boundaries, I have been actively involved in the administration of these programs, including the monitoring of the social housing project at 279 Jarvis Street (the "Housing Project") which is operated by the Jarvis-George Housing Co-operative Inc. ("Jarvis-George Co-op") which is a co-operative non-profit corporation. As such, I have knowledge of the matters to which I hereinafter depose.
6. This affidavit is sworn in support of the City of Toronto's Application to extend the appointment by the City of the receiver and manager BDO Canada Limited ("BDO") as required

under subsection 95 (3) of the *Housing Services Act, 2011*, S.O. 2011, c.6, Sch 1, as amended (the "HSA").

The *Housing Services Act, 2011*, and the Municipality's Duty to Administer and Fund Social Housing Programs

7. Social housing programs are government-funded initiatives designed to provide affordable rental accommodation for low to moderate income households.

8. Municipal non-profit corporations, private non-profit corporations, and co-operative non-profit corporations that own or lease residential properties throughout the province act as "housing providers". These housing providers make some of their rental units available to individuals and families who are part of low and moderate income households. The housing providers are responsible for managing these housing projects.

9. Social housing in the City of Toronto was initially developed and administered by the federal and provincial governments.

10. The Housing Project operated by Jarvis-George Co-op was developed under a Provincial government program and was originally funded and administered by the Provincial government. In the late 1990s, as part of Ontario's initiative to realign local services, the province began to download its social housing responsibilities, both administrative and financial, to the local municipalities. This process culminated with the passage of the *Social Housing Reform Act, 2000*,

S.O. 2000, c. 43 (the "SHRA"), which received royal assent on December 12, 2000. The responsibility to fund and administer the Housing Project was transferred to the City in 2002.

11. The SHRA was repealed by the *Strong Communities through Affordable Housing Act, 2011*, S.O. 2011, c.6 and replaced within the same act by the *Housing Services Act, 2011*, S.O. 2011, c.6 (the "HSA") which came into force on January 1, 2012.

12. Housing providers that were originally developed, administered and funded by the Provincial government receive two forms of subsidy. They receive an operating subsidy and a rent subsidy. The operating subsidy is paid to subsidize the building operating costs in excess of the building market rent potential. The rent subsidy is paid to cover the difference between the amount that qualified tenants can pay, based upon their income, and the actual market (or benchmark) rent for the unit they live in.

Rent Geared to Income at the Housing Project

13. The SHRA created a comprehensive administrative mechanism to help municipalities manage their new social housing responsibilities. This administration was carried through in the HSA which is the operative legislation currently in effect.

14. Municipalities that are designated as service managers under the HSA and its regulations are able to supervise the housing providers that they are now responsible for. A housing provider is a person who operates a housing project. Under the HSA the City is a service manager ("Service

Manager") and Jarvis-George Co-op is the housing provider ("Housing Provider") for the Housing Project.

15. Under Part VII of the HSA the City, as the Service Manager is responsible for funding, administering and overseeing social housing programs as they apply to social housing projects owned and operated by non-profit housing providers and co-operatives, including Jarvis-George Co-op. The City pays a subsidy to housing providers operating under Part VII of the HSA, such as Jarvis-George Co-op, that subsidizes that part of Jarvis-George Co-op's property taxes, mortgage costs and operating costs that are not covered by revenues earned from operation of the Housing Project, which revenue consists primarily of the market housing charges, market rent and rent-geared-to-income paid by members and tenants.

16. As the Service Manager the City is responsible for funding and administering the Rent Geared to Income assistance ("RGI"). In this case the City entered into an RGI Service Agreement with Jarvis-George Co-op which delegated the administration of the RGI subsidy paid to eligible co-operative members and tenants residing at the Housing Project to the co-op. Under the agreement Jarvis-George Co-op was delegated the responsibility of annually reviewing the amount of RGI payable by the members and tenants, the continuing eligibility of such members and tenants to receive such benefits and the eligibility of the subsidized members and tenants to occupy the size of unit they occupy. Attached hereto and marked as Exhibit "A" is a copy of the RGI Service Agreement dated July 1, 2002.

17. RGI housing is subsidized housing. Households must apply to be placed on the Centralised Waiting List ("CWL"). The CWL is managed by the City as required by the HSA through the City's Access to Housing Unit. If an applicant or household is determined to be eligible for RGI subsidy they are placed on the CWL. Applicants may wait 10 years or more before they are offered a subsidized unit. Rent paid by households receiving RGI subsidy is based on their income. The rent is generally 30 per cent of the household's gross monthly income calculated in accordance with the HSA requirements.

18. The Housing Project contains 107 units. Of these units Jarvis-George Co-op is required to maintain a minimum of 54 RGI units at all times.

19. The Housing Project is one of four social housing projects constructed on lands owned by the Toronto Community Housing Corporation ("TCHC"). All of the housing projects participate in a shared facilities agreement where the housing projects have to pay a pro-rata share of certain common facilities costs based on an annual shared facility budget including parking garage, deck areas, sprinkler and stand pipe systems, security and other administrative services. The property on which the Housing Project is located is municipally described as 279 Jarvis Street ("Property"). The Property was transferred to the TCHC from the Toronto Housing Company Inc. on February 11, 2005 as part of the provincial download of social housing. The Property is leased to Jarvis-George Co-op by way of a long term lease dated July 27, 1994. Attached hereto and marked as Exhibit "B" is a certified copy of the Parcel Register for Property Identifier for the parcel of land that contains the property municipally known as 279 Jarvis Street dated July, 4, 2017.

20. As a co-operative non-profit corporation Jarvis-George Co-op operates through a Board of Directors. The president of the Board of Directors is Frederick Asamoah ("President"). Jarvis-George Co-op is responsible for and operates the Housing Project. In this case it hired a property manager (the "Property Manager") Veronique McLean. In addition to managing the Housing Project the Property Manager was also responsible for administering the RGI subsidies at the Housing Project. As part of the RGI Agreement the Co-op is responsible to ensure that their employees, including the Property Manager, are following the prescribed requirements in accordance with the RGI Services Agreement, the RGI Administration Manual, City Guidelines and the HSA.

21. The HSA includes enforcement provisions that grant municipal service managers specific powers that they can exercise to ensure that housing projects are properly managed and that the tenants and members in these housing projects have access to the protections and services that they need [sections 82 to 99]. These powers include:

- (a) The appointment of a person to conduct an audit or investigation to ensure the housing provider is complying with the HSA and regulations [subsection 82 (1)].
- (b) Refer a report (audit or investigation) or circumstances identified in a report to a law enforcement agency [subsection 82(9)].

(c) For the purposes of the enforcement provisions section 83 sets out several triggering events which commence enforcement proceedings. The contravention of the HSA and its regulations is one of the triggering events [subsection 83(1)].

(d) If a triggering event occurs, the service manager may exercise several remedies including the appointment of an interim receiver or interim receiver and manager for the housing provider [subsection 85 (6)].

(e) Usually a written notice of triggering event must be provided to the housing provider specifying a time frame in which to rectify the triggering event, however the notice provisions do not apply where a report of an audit or investigation of the housing provider alleges fraud, criminal activity or misuse of the assets of the housing provider and has been referred to a law enforcement agency [subsection 90 (5) (d)].

(e) The maximum period during which there may be an interim receiver or interim receiver and manager is 180 days. This period may be extended by the Superior Court of Justice on application of the service manager [subsections 95 (2) (3)].

The Investigation into the Management Practices of Jarvis-George Co-op

22. An RGI file review was conducted by the Housing Stability Unit on May 18, 2016 of some RGI files that it had in its possession. This review uncovered that Jarvis-George Co-op was not complying with the terms of the RGI Administration Services Agreement with the City nor with

the requirements of the HSA and regulations. Following this review a report was issued to Jarvis-George Co-op dated June 1, 2016 advising them that their compliance rate was below the minimum standard. The report also advised Jarvis-George Co-op of the corrective actions to be taken to bring their administration of RGI to an acceptable standard and the deadline for doing so. I believe that no action was taken to correct the deficiencies noted in the report. Attached hereto and marked as Exhibit "C" is a copy of the report dated June 1, 2016.

23. Jarvis-George submits a year-end review package to the Housing Stability Unit that includes audited financial statements and an Annual Information Return form as required by the HSA. The Housing Stability Unit reviews these submissions and issues a letter to Jarvis-George with the results of its review. For several years prior the City, after reviewing year end Annual Information Return packages submitted by Jarvis-George Co-op, commented on various deficiencies in the operations of Jarvis-George Co-op and had been requesting action to correct these deficiencies. Jarvis-George Co-op took little or no action to correct the deficiencies noted and as a result their financial and operational situation continued to worsen.

24. On July 7, 2016 a Notice of Triggering Events was sent to the President of Jarvis-George Co-op. Attached hereto and marked as Exhibit "D" is a copy of the Notice of Triggering Event dated July 7, 2016. The violations included:

- (a) Jarvis-George Co-op incurred an accumulated deficit that is substantial and excessive. [subsection 83, Para. 10];
- (b) Jarvis-George Co-op failed to operate a designated housing project properly [subsection 83, Para. 11]:

- (i) in not establishing effective financial management controls resulting in operating losses for 2011 (-\$33,693), 2012 (-\$2,434), 2013 (-\$59,859) and 2014 (-\$77,646), and
- (ii) in not establishing effective financial management controls the occupancy arrears were \$73,627 at the end of 2014 and for the four years at the end of 2014 had incurred bad debt losses totalling \$124,021; and
- (c) Jarvis-George Co-op failed to operate in accordance with prescribed provincial requirements and local standards by the Service Manager [subsection 75 (1) (a) and (b)] in not providing the minimum RGI target of 54 units in 4 of the last 5 fiscal years ending on December 31, 2010 – 2014.

25. In preparing this affidavit I discovered that the bad debt losses set out as \$124,021 in the Notice of Triggering Events is in fact \$68,681 which is still a significant figure. This lower figure would not have impacted the decision to issue the notice.

26. The July 6, 2016 Triggering Event Notice, among other things, immediately requested advance warning of Board of Director's meetings and listed documentation. It further requested the submission of action plans to address the violations by no later than September 16, 2016. Jarvis-George Co-op failed to provide notice of Board of Director meetings and take any substantive action to remedy the triggering events.

27. Subsequent to the issuing of the Notice of Triggering Events in earlier July of 2016, the Housing Stability Unit received some complaints alleging fraud on the part of the President of the

Board or Directors and the Property Manager in relation to the general practices of Jarvis-George Co-op as well in relation to the administration of RGI. As a result of these further complaints a preliminary investigation of existing information and records with the Housing Stability Unit was undertaken. Following this review it was determined that there were continuing significant issues with the administration of RGI by Jarvis-George Co-op.

28. On the basis of the above information a recommendation to audit all of the RGI files held by Jarvis-George Co-op was discussed and approved in order to determine whether Jarvis-George Co-op was undertaking the administration of RGI in accordance with the HSA, the regulations, the RGI Services Agreement and RGI policy requirements. A concern that arose was that the Housing Stability Unit feared that records could be altered in advance. This concern arose following a discussion with the Property Manager who demanded notice in writing of what information would be reviewed citing privacy concerns of members in the co-op. A notice was sent to the Jarvis-George Co-op on July 27, 2016 stating that members of the Housing Stability Unit would attend at the Housing Project on July 29, 2016 to undertake an audit or investigation. Attached hereto and marked as Exhibit "E" is a copy of the notice dated July 27, 2016.

29. On July 28, 2016 the Property Manager attempted to cancel the site visit. On the morning of July 29th I replied to Property Manager advising her that staff from the Housing Stability Unit would be attending on July 29th as set out in the notice.

30. Staff from the Housing Stability Unit attended on July 29, 2016 to undertake an audit of the tenant and member RGI files held by Jarvis-George Co-op, however the Property Manager was

not at the property to allow them entry. The audit was eventually rescheduled and took place on August 10, 2016.

31. On August 10, 2016 I attended at the Housing Project along with Marta Chisu, Leif Lahtinen and Ivy Yu all staff in the Housing Stability Unit. 18 RGI files were reviewed and copies of some documents were made. On August 19, 2016 the same staff attended at the Housing Project to complete the audit.

32. Once the audit was completed the findings were set out by Marta Chisu in a Briefing Note dated September 12, 2016. Attached hereto and marked as Exhibit "F" is a copy of the Briefing Note with the attachments that explains the investigation and findings made. A portion of the Briefing Note has been redacted and Attachment 3 has been removed in order to preserve secrecy with respect to all matters that come within the knowledge of the City's Auditor General as set out in subsection 181(2) and (3) of the *City of Toronto Act, 2006*, S.O. 2006, c.11, Sched. A, as amended. In particular the following findings were made:

- "The audit of all files at Jarvis-George Co-op indicated that there were 56 total households coded as RGI.
- Of the 56 households only 35 present RGI households were found as being listed with Housing Connections.
- Of the 35 households found 20 were listed with various cancelled application statuses, 6 households were listed as "housed" - Paul Chisholm also confirmed that 1 household which the audit revealed is presently in receipt of RGI at Jarvis-George and was listed on the Housing Connections report as having a "housed" status accepted a unit at Casa Del Zotto Seniors - 3010 Dufferin St. as of April 1, 2016, and 9 were listed with a present application status of "eligible".

33. The following Key Points are set out in the Briefing Note:

- "SHU's internal records, data obtained from Housing Connections, and information gathered through an audit of the RGI files at Jarvis-George Housing Co-operative substantiate that RGI has not been administered in accordance with the legislative and contractual obligations and requirements.
- The Co-op has not used the Centralised Waiting list since 2013 to allocate RGI. From evidence obtained in the audit it appears that the Property Manager has assigned RGI based on a 2012 AUYA Report used to fill RGI vacancies since at least 2013 but likely earlier.
- Many present RGI files contained incomplete Income and Asset Reviews and did not have documentation related to basic RGI eligibility requirements.
- The Co-op has improperly allocated RGI to the President's immediate family members as well as to other individuals presently in receipt of RGI assistance."

34. In October the Board for Jarvis-George Co-op distributed an information package in advance of a General Member's Meeting scheduled for October 31, 2016. The package contained a statement that the City had conducted a review of the RGI files and that there was no finding of wrong doing and that the Co-op was following the HSA. In response to this statement the Housing Stability Unit sent a letter dated October 25, 2016 to all members of Jarvis-George Co-op in part stating that the findings of the investigation had not been reported to the Board. Attached hereto and marked as Exhibit "G" is a copy of the letter dated October 26, 2016.

35. The findings from the audit raised issues of fraud and the misuse of the assets of Jarvis-George Co-op. As such the findings were referred to the Toronto Police Services – Financial Crimes Unit on or about December 9, 2016.

The Appointment of BDO as Receiver and Manager by the City

36. Based on all of the investigative evidence reviewed by the City, as Service Manager it concluded that Jarvis-George Co-op had contravened the HSA and its regulations and failed to operate the Housing Project properly, having regard to the normal practices of similar housing providers. In particular Jarvis-George Co-op failed to: administer RGI in accordance with the legislative and contractual obligations and requirements; use the CWL since 2013, failed to properly assess RGI eligibility, improperly allocated RGI to the President's family members, and accumulated a substantial and excessive deficit.

37. For all of these reasons set out in the above paragraph and discussed earlier in this affidavit the City as Service Manager appointed BDO Canada Limited ("BDO") as receiver and manager pursuant to section 85 paragraph 6 of the HSA. An appointment letter was sent to BDO dated January 18, 2017. BDO responded to the appointment letter on January 31, 2017 with a signed response consenting to act as a receiver and manager. Attached hereto and marked as Exhibit "H" is a copy of the appointment letter dated January 18, 2017 and a copy of the execution page sent by BDO dated January 31, 2017. BDO took possession of the Housing Project on February 7, 2017.

38. Prior to the appointment the City entered into a Receivership Services Agreement with BDO dated January 3, 2017. Attached hereto and marked as Exhibit "I" is a copy of the agreement dated January 3, 2017. BDO was appointed in order to ensure that the housing project is operated and managed properly.

39. In this matter the usual notice requirements under section 90 of the HSA before a remedy under section 85 can be exercised do not apply as there are allegations of fraud and misuse of the assets of the housing provider that were referred to the Toronto Police Services – Financial Crimes Unit.

40. A letter was sent to the President of Jarvis-George Co-op as well as other members of the Board of Directors dated May 9, 2017 advising them that the City is considering applying to the Superior Court of Justice for an order extending the private appointment of BDO (subsection 95 (3) HSA) or seeking the appointment of the receiver by the Superior Court of Justice (subsection 85 (7) HSA). The letter states that submissions to the City can be made within 60 days after which a decision will be made. Attached hereto and marked as Exhibit "J" is a copy of the letter dated May 9, 2017. The letter was provided in accordance with subsection 90 (6) of the HSA.

41. At the time of the swearing of this affidavit the City has not received any submissions or other notification from the President or any other member of the Board of Directors for Jarvis-George Co-op in regards to the May 9, 2017 letter.

The Steps that the City and BDO have Taken to Preserve the Housing Project

42. On or about February 7, 2017 BDO took possession of the Housing Project. In addition to BDO representatives, I was in attendance along with Marta Chisu. Once BDO gained access to the Housing Project and I had an opportunity to review the state of the operations of Jarvis-George Co-op with them it was clear that the situation was much worse than anticipated. There were a number of significant issues including:

- (a) poor state of the accounting records;
- (b) poor state of the member files and RGI calculations;
- (c) unpaid bills;
- (d) serious problems with the elevators; and
- (e) significant rental and housing charge arrears.

The overall state of the operations was perhaps the worst that I have seen in the 25 years I have worked in social housing administration.

43. BDO has prepared a report regarding the receivership dated June 30, 2017 titled "In The Matter of The Receivership of Jarvis-George Cooperative Inc., Receiver's First Report Dated June 30, 2017" (the "BDO Report"). Attached here to and marked as Exhibit "K" is a copy of the report dated June 30, 2017.

44. The BDO Report discusses steps taken to date by the receiver as well as numerous findings regarding the prior management of the Housing Project which I find very troubling and disturbing. For the purposes of this affidavit I have summarized and paraphrased the 19 findings found under the "Operational & Financial Findings" heading in the report:

- (1) The Property Manager was not able to produce a rent roll detailing the monthly rent charges in effect at the time of the appointment.
- (2) Correspondence to members notifying of rent increases were riddled with mathematical errors and in some cases decreased the rent.

- (3) Information in member files was deficient and in many cases did not contain income and asset documentation to properly support RGI eligibility and subsidy calculations.
- (4) Details of the 2017 subsidy payments were obtained from the City as the Property Manager represented that she did not have this information.
- (5) There were significant member and non-member rent arrears totalling \$80,614 and \$57,147 respectively.
- (6) An accounts payable list was not maintained.
- (7) There were significant supplier arrears totaling approximately \$76,659 for overdue utility, cable, water and sewer charges, municipal taxes, TSFA remittances, elevator repairs, fire testing and false alarms.
- (8) There was a failure to maintain basic and effective financial management tools such as a budget to effectively manage the cash flow requirements.
- (9) Several additional liabilities such as five years' worth of water and sewer arrears for the townhouses facing George Street, lawsuits for non-payment of service invoices, legal settlements for severance cost and property tax reassessment.
- (10) Bank reconciliations had not been completed for 5 months resulting in inaccurate and misleading financial information. Certain tenants apparently paid rent in cash that had not been recorded in a general ledger.
- (11) A safe in the Property Manager's office was eventually opened where an envelope containing stale dated cheques was found. Some cheques were for security deposits and others were rent cheques.

(12) Jarvis-George Co-op had opted out of the shared costs for insurance under the Shared Costs Facilities Agreement. In 2017 the shared costs for insurance for the other three Co-ops was \$25,500.00. This compares to \$25,651.00 paid by Jarvis-George Co-op for 2016.

(13) Since the appointment there have been frequent breakdowns of the elevators. The elevator repair company refused to do the repairs until outstanding invoices in excess of \$15,000.00 were paid.

(14) Lack of controls over cash including rent paid by cash that was not recorded. When the receiver took possession of the Housing Project there were garbage bins on the floor of the Property Manager's office containing solely quarters and loonies in excess of \$8000.00 representing about 4 months of laundry revenue. Since the receiver took control of the laundry money collection approximately 1/3 of the coins collected are toonies.

(15) Prior to 2012 a third party managed the laundry facilities. They would retain a set percentage and remit the net funds to Jarvis-George Co-op. In 2012 Jarvis-George Co-op purchased the laundry machines and commenced collecting the coins. The following chart in the report shows the yearly amounts and estimated weekly revenue over several years:

Laundry revenue	2010	2011	2012	2013	2014	2015
\$'s						
Per audited financial statements [A]	16,790	17,369	4,505	7,735	6,990	2,100
Estimated weekly revenue [A]/52	323	334	87	149	134	40

Since BDO's appointment (approximately 19 weeks) it has collected \$10,295 in laundry revenue which is the equivalent of about \$542 per week which is significantly higher than in any of the years Jarvis-George Co-op undertook the collection.

(16) Large number of payments were made to the maintenance worker for general repair work for which BDO is unaware of whether alternative external quotes were obtained.

(17) Management letters by Jarvis-George Co-op's external auditor were obtained for the years ended 2007 – 2012 and 2014. The letters detailed issues and concerns about lack of internal controls in several areas. They detailed high rent arrears balances including members of the Board of Directors.

(18) When BDO coordinated the termination of medical benefits for the Property Manager after her employment ended documentation from the benefits provider showed that the maintenance worker was noted as her spouse. The maintenance worker indicated that he was not her spouse and that this was done to save money for Jarvis-George Co-op while providing benefits to the maintenance worker during the period where he was considered "self employed" and not an employee.

(19) It appears the poor financial condition of Jarvis-George Co-op is the accumulation of rent arrears and not adjusting rent charges on a timely basis. In the 5 years ended December 31, 2015 approximately \$76,000 in rent arrears has been written off as bad debt by the Co-op. Based on audited financial statements the Co-op incurred net losses totaling approximately \$202,000 between 2011 and 2015. Further operating losses are expected in fiscal 2016 once the annual audit is finalized.

45. In addition to the above findings the BDO Report discusses outstanding "Building Maintenance" issues and other matters which are being addressed by BDO.

46. The City is taking the steps necessary to transfer the Housing Project to another suitable non-profit housing provider or return it to a capable Board of Directors. In the interim responsibility for managing the Housing Project has been assumed by BDO.

47. Since the appointment as receiver and manager of the Housing Project in January 2017, BDO, under the direction of the City, has preserved and protected the assets of Jarvis-George Co-op. BDO's focus in preserving and protecting the property, assets, business and undertaking of the housing provider has been to ensure that the Housing Project can be brought back to a healthy, viable, ongoing concern during the period of time it takes the City to transfer the project to another suitable non-profit housing provider or return it to a capable Board of Directors.

48. The City has undertaken an in-depth review of all RGI units and occupants in the Housing Project and has requested documentation from numerous households and individuals receiving RGI. Since many of the RGI files maintained by Jarvis-George Co-op contained incomplete income and asset reviews and did not have documentation related to basic eligibility requirements the City has had to undertake a complete RGI review for the persons and households in the RGI units.

49. Since BDO has taken possession of the Housing Project the City has not been contacted by the President or other members of the Board of Directors for Jarvis-George Co-op.

50. The term of BDO's appointment conforms closely with the limitation set out in subsection 85 (2) of the HSA, which provides that "The maximum period during which there may be an interim receiver or interim receiver and manager is 180 days". This application for an extension of the appointment is being brought pursuant to subsection 85 (3) of the HSA which states " The

Superior Court of Justice may, on application of the service manager, extend the maximum period under subsection (2)."

51. Given the complexities associated with finding a suitable non-profit housing provider capable of assuming responsibility for the management of the Housing Project and the steps needed to effect such a transfer of the operation of the Housing Project to a new housing provider or given the complexities and difficulties of returning the operations to a capable Board of Directors, the City will not be able to complete either of these options until after August 6, 2017 (180 days from the effective date of appointment of February 7, 2017).

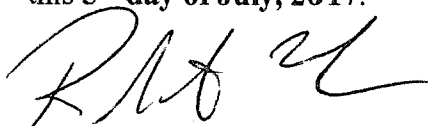
52. An extension of the term of BDO's receivership would afford the City the opportunity to carry out the above-described process. BDO has provided the City with a "Consent to Act as Receiver" letter dated July 5, 2017. Attached hereto and marked as Exhibit "L" is a copy of the letter dated July 5, 2017.

53. I make this affidavit in support of the City's application to extend the receivership of BDO and for no other or improper purpose.

SWORN BEFORE ME at the City of

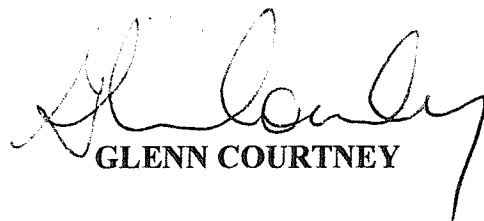
Toronto, in the Province of Ontario,

this 5th day of July, 2017.



ROBERTO E. ZUECH

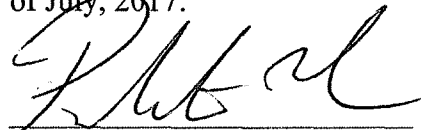
A Commissioner for Taking Affidavits



GLENN COURTNEY

TAB A

This is **Exhibit "A"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

THIS AGREEMENT made in duplicate this 1st day of July, 2002

BETWEEN:

CITY OF TORONTO
(hereinafter called the "City")

-and-

Jarvis George Housing Co-Operative Inc.

(hereinafter called the "Housing Provider")



WITNESSES THAT:

WHEREAS the City has been designated the service manager for the City of Toronto for the purposes of the *Social Housing Reform Act, 2000* and regulations thereunder;

AND WHEREAS a service manager is permitted to enter into an agreement with another person providing for that person to perform all or some of the duties or exercise all or some of the powers of the service manager under the *Social Housing Reform Act, 2000* and regulations thereunder;

AND WHEREAS the City and the Housing Provider wish to enter into an agreement with respect to certain duties and powers of the City under the *Social Housing Reform Act, 2000* and regulations thereunder;

IN CONSIDERATION OF the sum of ten dollars paid by each party to the other and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Housing Provider hereby agree as follows:

1. INTERPRETATION

1.1 In this Agreement and all Schedules forming part thereof, the following terms shall have the following respective meanings:

- (a) "City Guidelines" means all guidelines and directives of the City relating to the provision of services under this Agreement, as same may be amended or replaced from time to time;
- (b) "Commissioner" means the commissioner of the City's Community and Neighbourhood Services Department, and includes his or her designate or successor, if any;

- (c) "Eligible Tenant" means a tenant of the Housing Provider or if the Housing Provider is a non-profit housing co-operative, a member or tenant of the Housing Provider, who has been determined to be eligible to receive rent-geared-to-income assistance under the Housing Legislation and includes, as appropriate, members of his or her household;
- (d) "Housing Connections" means Toronto Social Housing Connections, being the department of the Toronto Community Housing Corporation which manages the centralized waiting list system in the City of Toronto and includes any successor thereof;
- (e) "Housing Legislation" means the *Social Housing Reform Act, 2000* and regulations thereunder, as same may be amended or replaced from time to time; and
- (f) "MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* and regulations thereunder, as same may be amended or replaced from time to time.

1.2 Any word or phrase used in this Agreement which is defined in the Housing Legislation shall have the same meaning as set out in the Housing Legislation.

1.3 In this Agreement, words in or implying the singular include the plural and *vice versa*, and words having gender include all genders.

1.4 The insertion of headings and the division of this Agreement into articles and subdivisions is for convenience of reference only and shall not affect the interpretation of this Agreement.

1.5 Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labeled provision of this Agreement.

1.6 The following Schedule forms part of this Agreement:

- (a) Schedule "A": Directive Number: 2001-02

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include said Schedule.

1.7 This Agreement and the Schedule incorporated into it by reference constitute the entire agreement between the parties with respect to the subject matter thereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.8 This Agreement applies to all rent-geared-to-income units owned and operated by the Housing Provider which are subject to the Housing Legislation.

2. TERM

2.1 This Agreement shall commence on July 1, 2002 and shall continue until it is terminated in accordance with subsection 2.2, 2.3 or 2.5, whichever is earlier.

2.2 Either party to this Agreement may, at any time, without penalty or cause, terminate this Agreement by giving a minimum of 120 days prior written notice to the other party.

2.3 If, in the opinion of the Commissioner, the Housing Provider is in breach of this Agreement and the Housing Provider fails to remedy such breach within thirty days after written notice of the breach is given to the Housing Provider by the Commissioner, the City may terminate this Agreement at any time after the expiry of the thirty-day notice period by giving written notice of termination to the Housing Provider.

2.4 If notice has been given under subsection 2.3, the Commissioner, in his sole discretion, may extend the notice period if, in the Commissioner's opinion, the Housing Provider is taking all steps necessary to remedy the breach.

2.5 Notwithstanding subsections 2.3 and 2.4, in the event of an emergency as determined by the Commissioner, acting reasonably, the City may terminate this Agreement by giving less than thirty days notice.

2.6 The parties agree that nothing in this Agreement affects the treatment of a breach which is a triggering event as set out in the Housing Legislation.

2.7 In the event notice is given under subsection 2.2 or 2.3, the Housing Provider shall, during the notice period, provide only those services which the Commissioner determines are reasonably required to complete the services in progress.

2.8 Upon termination of this Agreement for any reason, the Housing Provider shall forthwith provide to the Commissioner all original records, reports and other documents relating to this Agreement which are in its possession.

3. OBLIGATIONS OF THE PARTIES

3.1 During the term of this Agreement, the Housing Provider shall, with respect to the rent-geared-to-income units owned and operated by the Housing Provider, with all due diligence, in a professional and competent manner, and in accordance with the Housing Legislation, City Guidelines and any local eligibility rules established by the City,

- (a) determine whether a person referred to the Housing Provider by Housing Connections is eligible to receive rent-geared-to-income assistance;
- (b) determine the amount of geared-to-income rent payable by an Eligible Tenant;
- (c) determine upon the commencement of a tenancy and at least once per year thereafter, the size and type of unit for which the Eligible Tenant is eligible;
- (d) receive and review information provided by an Eligible Tenant from time to time to determine if he or she remains eligible to receive rent-geared-to-income assistance and if so, the amount of rent-geared-to-income assistance for which he or she is eligible;
- (e) review, at least once per year, the eligibility of an Eligible Tenant to determine if he or she remains eligible to receive rent-geared-to-income assistance and if a finding of eligibility is made, the amount of rent-geared-to-income assistance for which he or she is eligible;
- (f) make its best efforts to obtain reimbursement of the excess amount of rent-geared-to-income assistance provided to an Eligible Tenant, if any, in the event the Housing Provider determines that an Eligible Tenant has paid less geared-to-income rent for a period than he or she should have paid;
- (g) provide any and all notice to Eligible Tenants as required by the Housing Legislation;
- (h) receive requests for internal reviews from Eligible Tenants and conduct such internal reviews in accordance with the Housing Legislation;
- (i) take all reasonable steps to ensure that Eligible Tenants are advised of and comply with relevant provisions of the Housing Legislation and the City Guidelines;
- (j) implement all requirements related to matters subject to this Agreement which are contained in the City Guidelines, amendments thereto and in any local eligibility rules established by the City within 90 days of receipt of the City Guidelines, amendments or notice of the local eligibility rules from the City;
- (k) assign a representative of the Housing Provider to act as a liaison with City staff for the purposes of this Agreement;

- (l) co-operate and work with City staff to evaluate the services which the Housing Provider provides pursuant to this Agreement;
- (m) maintain an adequate and appropriate administrative organizational structure sufficient to discharge its obligations pursuant to this Agreement; and
- (n) supply, provide and perform any other services required to fulfil its obligations under this Agreement

3.2 During the term of this Agreement, the City shall,

- (a) provide to the Housing Provider a copy of the City Guidelines, including any amendments which may be made from time to time;
- (b) advise the Housing Provider of any local eligibility rules established by the City and of any amendments to such rules which may be made from time to time;
- (c) assign City staff to act as a liaison with the Housing Provider for the purposes of this Agreement; and
- (d) co-operate and work with the Housing Provider to evaluate the services the City provides under this Agreement.

4. THE HOUSING PROVIDER'S STATUS

4.1 The Housing Provider acknowledges that pursuant to the Housing Legislation, it shall be deemed to be acting on the City's behalf in fulfilling its obligations under this Agreement and as a result, the Housing Provider shall, in carrying out services under this Agreement, ensure that any person (including but not limited to the employees and volunteers of the Housing Provider) providing services under this Agreement shall:

- (a) act with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the Commissioner, acting reasonably;
- (b) comply with all directions of the Commissioner, acting reasonably;
- (c) refrain from making representations on behalf of the City which are beyond the scope of this Agreement; and
- (d) refrain from entering into agreements on behalf of the City or represent in any manner whatsoever that he or she has authority to do so.

4.2 The Housing Provider represents and warrants that it has the experience, skilled personnel and management and knowledge necessary to administer and discharge its

obligations under this Agreement with due diligence and in a professional and competent manner.

5. TRAINING

5.1 The City shall, from time to time, provide training programs with respect to eligibility for rent-g geared-to-income assistance, the calculation of rent-g geared-to-income assistance and other issues which relate to this Agreement.

5.2 The Housing Provider shall ensure that all current staff who are involved in the provision of services under this Agreement complete the training program referred to in subsection 5.1 by April 30, 2003, and once every 18 months thereafter.

5.3 The Housing Provider shall ensure that any new staff which are to be involved in the provision of services under this Agreement complete the training program referred to in subsection 5.1 within three months of the commencement of their employment with the Housing Provider or such longer period as approved by the Commissioner and once every 18 months thereafter.

5.4 The Commissioner may approve other persons or organizations to provide the training required pursuant to this article and in the event the City does so, staff of the Housing Provider may complete the training programs offered by the other providers rather than the programs offered by the City.

5.5 For the purposes of article 5, staff of the Housing Provider includes employees of an organization with whom the Housing Provider has entered into an agreement if they are involved in the provision of services under this Agreement.

6. REPORTS

6.1 The Housing Provider shall at all times during the term of this Agreement and for a period of seven years after its termination, maintain full and complete records of all applications, reviews, notices, agreements, undertakings, documents and information in any form, whether printed, on film or recorded by electronic means or otherwise, which it generates or obtains in respect of the services provided by the Housing Provider under this Agreement.

6.2 The Housing Provider shall provide to the City such reports, records, documents and information as the Commissioner may request relating to the obligations of the Housing Provider under this Agreement and its performance thereof.

6.3 The reports referred to in subsection 6.1 shall be provided at such times and be in such form and contain such content as is required by the Commissioner, acting reasonably.

6.4 The Housing Provider acknowledges and agrees that all reports referred to in this article and any other reports or other documents generated, obtained or maintained by the Housing Provider in the course of providing services pursuant to this Agreement become and remain the property of the City both during and after the term of this Agreement.

6.5 The Housing Provider acknowledges that failure to submit the reports required in accordance with subsection 6.2 may, at the City's sole discretion, result in the termination of this Agreement.

6.6 The Housing Provider shall keep all reports, records, documents and information obtained, generated or maintained in relation to this Agreement in a file separate from its other records.

6.7 During the term of this Agreement and for a period of seven years after its termination, the Housing Provider shall ensure that all reports, records, documents and information obtained, generated or maintained in relation to this Agreement are made available to the City for inspection and copying at all reasonable times as requested or required by the Commissioner.

7. CONFIDENTIALITY

7.1 The Housing Provider, its officers, agents and employees shall treat all information, which is obtained by it through its performance under this Agreement, as confidential and shall not disclose same, other than in accordance with this Agreement, without the prior written approval of the City.

7.2 The Housing Provider shall ensure that only those persons who require information for the purpose of fulfilling the obligations of the Housing Provider under this Agreement shall have access to the information referred to in subsection 7.1.

7.3 The Housing Provider shall maintain the physical security of all data, information, reports, materials or other documents relating to this Agreement notwithstanding the medium in which such data, information, reports, materials or other documents are received or stored (including facsimile transmission).

7.4 The collection, use and disclosure of information by the City shall be governed by MFIPPA.

8. OBSERVANCE OF THE LAW

8.1 The Housing Provider shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws including but not limited to the Housing Legislation, the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* the *Tenant Protection Act*, the *Co-operative Corporations Act* and the *Workplace Safety and Insurance Act*.

8.2 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

9. INDEMNITY

9.1 The Housing Provider shall at all times indemnify and save harmless the City of Toronto, its officers, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings (third party claims) whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City Indemnitees, or of the Housing Provider) directly or indirectly arising out of, resulting from or sustained as a result of the Housing Provider's negligent performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the City Indemnitees.

9.2 The City shall at all times indemnify and save harmless the Housing Provider, its officers, employees, agents, invitees, members, volunteers, successors and assigns (all of which are hereinafter called the "Housing Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings (third party claims) whatsoever made or brought against, suffered by or imposed on the Housing Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Housing Indemnitees, or of the Housing Provider) directly or indirectly arising out of, resulting from or sustained as a result of the City's negligent performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the Housing Indemnitees.

10. INSURANCE

10.1 The Housing Provider shall obtain and maintain throughout the term of this Agreement, an insurance policy which provides for and contains, at a minimum, the limits, terms and conditions of coverage as set out in Directive Number 2001-02 of the Ministry of Municipal Affairs and Housing (a copy of which is attached hereto as Schedule "A"), as same may be amended from time to time, notwithstanding that the

Housing Provider may be a cooperative under the *Co-operative Corporations Act* (Ontario) or the *Canada Cooperatives Act*.

10.2 The insurance policy referred to in subsection 10.1 shall include a cross liability and/or severability of interest clause of standard wording and a clause that states that the policy shall not be cancelled, allowed to lapse or materially changed without the City of Toronto receiving 30 days prior written notice.

10.3 The insurance policy referred to in subsection 10.1 shall include the City of Toronto as an additional insured.

10.4 The Housing Provider shall deposit a Certificate of Insurance with the City of Toronto indicating that the insurance policy required pursuant to this article is in force and effect and written by an insurance company that is licensed in the Province of Ontario and is in all respects satisfactory to the City of Toronto.

10.5 Unless otherwise agreed by the parties, a Housing Provider that is a co-operative under the *Ontario Co-Operative Corporations Act* or the *Canada Corporations Act* shall have until the later of July 1, 2002 or the first date of renewal of its insurance policy after July 1, 2002 to meet the minimum coverage requirements under clause 10.1 provided that if legislation is enacted which sets out other limits, terms and conditions of coverage with respect to insurance for Housing Providers that are co-operatives, then the provisions of the legislation will apply instead of paragraph 10.1 effective the date on which such legislation comes into force.

11. NOTICE

11.1 Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

(a) where the City is the intended recipient:

Social Housing Unit
21 Park Road
Toronto, Ontario
Attention:

(b) where the Housing Provider is the intended recipient:

Jarvis George Housing Co-Operative Inc.
279 Jarvis St.
Toronto, ON M5B 2P2
Attention: President

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

12. AUDIT

12.1 The Housing Provider shall permit City staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination and during the Housing Provider's usual business hours, to review all of the Housing Provider's materials, records and other documents relating to this Agreement provided that the City gives the Housing Provider reasonable notice of its intention to do so.

13. GENERAL PROVISIONS

13.1 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

13.2 (1) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by an authorized member of staff of the party claimed to have waived or consented.

(2) No consent by a party to, or waiver of, a breach under this Agreement shall constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.

13.3 This Agreement shall not be assigned by the Housing Provider without the prior written consent of the City, which consent may be withheld or given subject to such terms and conditions as the City deems appropriate.

13.4 This Agreement may not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.

13.5 Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.

14. SPECIAL NEEDS UNITS

14.1 The Housing Provider agrees to select persons from the centralized waiting list maintained by Housing Connections to occupy the number and type of special needs units as indicated below:

- (a) _____ special needs units containing disability modifications; or
- (b) _____ other special needs units owned and operated by the Housing Provider.

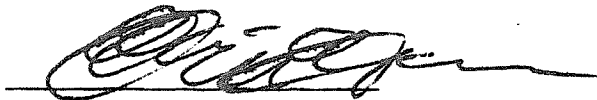
14.2 The Housing Provider shall not maintain its own waiting list for the units referred to in subsection 14.1 and shall, upon the Commissioner's request, provide any existing waiting lists with respect to such units to Housing Connections for inclusion in the centralized waiting list.

14.3 Notwithstanding subsection 13.4, the Housing Provider may cease using the centralized waiting list maintained by Housing Connections to select tenants to occupy the special needs units referred to in subsection 14.1 by giving at least 60 days written notice to that effect to the City.

IN WITNESS WHEREOF the parties hereof have executed this Agreement.

CITY OF TORONTO

per:



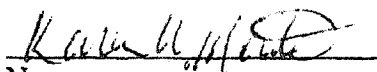
(Jarvis George Housing Co-Operative Inc.)

per:



Name:

per:




Name:

I/We have authority to bind the corporation.

TAB B

This is **Exhibit "B"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH
LSUC # 38543 A
A Commissioner for Taking Affidavits

Ministry of
Government Services

ServiceOntario
Land Registry Office
Toronto No. 66
20 Dundas St. W., Suite 420
PO Box 117
Toronto, ON M5G 2C2

Ministère des
Services gouvernementaux

ServiceOntario
Divisions d'enregistrement des droits immobiliers
de Toronto
20, rue Dundas Ouest, bureau 420
C.P. 117
Toronto, ON M5G 2C2



REGISTRY ACT/LAND TITLES ACT
LOI SUR L'ENREGISTREMENT DES ACTES/ LOI SUR
L'ENREGISTREMENT DES DROITS IMMOBILIERS

TORONTO No. 66

CERTIFIED TRUE COPY OF INSTRUMENT
COPIE CERTIFIÉE CONFORME

CERTIFICATE:
CERTIFICAT:

- Clause 27 (1) (c) of the Land Registration Reform Act (**electronic format**)
Clause 27 (1) (c) de la loi portant réforme de l'enregistrement immobilier (sous forme électronique)
- Clause 165 (4) (c) of the Land Titles Act
Clause 165 (4) (c) de la loi sur l'enregistrement des droits immobiliers
Clause 15(4) (c) of the Registry Act
Clause 15 (4) (c) de la loi sur l'enregistrement des actes

CERTIFIED to be a true copy of: 21100-0173 (LT)
(Instrument or deposit number)

COPIE CERTIFIÉE conforme de : (numéro de document ou de dépôt)

If record, add: 2017/07/04 09:40:08
(Year, month, day, time)

Pour relevé, ajouter: (année/ mois/jour/heure)

.....
REPRESENTATIVE FOR LAND REGISTRAR
ASSISTANT (E) ADJOINT (E) AU REGISTRATEUR



LAND
REGISTRY
OFFICE #66

21100-0173 (LT)

PAGE 1 OF 6
PREPARED FOR LRO80
ON 2017/07/04 AT 09:40:08

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PART OF LOT 4 PLAN 12E, TORONTO; PART LOT 10 ES JARVIS STREET, LOT 11 ES JARVIS STREET, LOT 12 ES JARVIS STREET & LOT 13 ES JARVIS STREET PLAN 10A, TORONTO; LOTS 1-4 PLAN 488 CITY EAST; LANE PLAN 488 CITY EAST; SAVE & EXCEPT PARTS 3, 9 & 55 PLAN 64R14301; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 21100-0058

PIN CREATION DATE:
2014/05/28

OWNERS' NAMES
TORONTO COMMUNITY HOUSING CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2014/05/28 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO						
** SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2003/07/28 **						
CT74101	1974/06/24	BYLAW				C
63B821	1976/05/03	PLAN BOUNDRIES ACT				C
REMARKS: D351, SEE CT174335 (A550895)						
CT181878	1976/06/18	BYLAW				C
REMARKS: SKETCH ATTACHED.						
63R2277	1981/03/24	PLAN REFERENCE				C
CT868568	1987/05/08	AGREEMENT				C
REMARKS: CT181878						
CT868569	1987/05/08	AGREEMENT				C
REMARKS: CONVEYANCE						
CT868570	1987/05/08	AGREEMENT				C
REMARKS: CONVEYANCE						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
63R3947	1987/07/16	PLAN REFERENCE				C
CT922659	1988/01/07	BYLAW				C
63R4906	1991/02/12	PLAN REFERENCE				C
63R5046	1991/08/09	PLAN REFERENCE				C
CA169637	1991/12/10	AGREEMENT			CITY OF TORONTO	C
CA169638	1991/12/10	AGREEMENT			CITY OF TORONTO	C
CA169639	1991/12/10	AGREEMENT			CITY OF TORONTO	C
64R13318	1992/03/06	PLAN REFERENCE				C
CA188782	1992/05/05	AGREEMENT			CITY OF TORONTO	C
CA188783	1992/05/06	AGREEMENT			CITY OF TORONTO	C
CA207407	1992/09/21	BYLAW				C
CA213190	1992/10/30	AGREEMENT				C
CA213191	1992/10/30	AGREEMENT				C
CA213192	1992/10/30	AGREEMENT				C
64R14058	1993/12/10	PLAN REFERENCE				C
64R14301	1994/07/12	PLAN REFERENCE				C
CA296188	1994/07/27	LEASE			JENNY GREEN CO-OPERATIVE HOMES INC.	C
CA296189	1994/07/27	LEASE			LAMBERT SWALE NON-PROFIT HOMES INC.	C
CA296190	1994/07/27	LEASE			JARVIS GEORGE HOUSING CO-OPERATIVE INC	C
CA296191	1994/07/27	AGREEMENT			THE CORPORATION OF THE CITY OF TORONTO	C
CA296192	1994/07/27	CHARGE	\$7,112,824		THE TORONTO-DOMINION BANK	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CA296193	1994/07/27	ASSIGNMENT GENERAL REMARKS: RENTS, CA296192				C
CA296194	1994/07/27	AGREEMENT REMARKS: CA296188, CA296192				C
CA296195	1994/07/27	CHARGE	\$10,965,680		THE TORONTO-DOMINION BANK	C
CA296196	1994/07/27	ASSIGNMENT GENERAL REMARKS: RENTS, CA296195				C
CA296197	1994/07/27	AGREEMENT REMARKS: CA296189, CA296195				C
CA296198	1994/07/27	CHARGE	\$15,874,089		THE TORONTO-DOMINION BANK	C
CA296199	1994/07/27	ASSIGNMENT GENERAL REMARKS: RENTS, CA296198				C
CA296200	1994/07/27	AGREEMENT REMARKS: CA296190, CA296198				C
CA296201	1994/07/27	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	THE TORONTO-DOMINION BANK	
CA296202	1994/07/27	ASSIGNMENT GENERAL REMARKS: RENSTS, CA296201		*** DELETED AGAINST THIS PROPERTY ***		
CA302985	1994/08/30	AGREEMENT REMARKS: AMENDING, CA296201		*** DELETED AGAINST THIS PROPERTY ***		
CA304532	1994/09/06	AGREEMENT REMARKS: AMENDING, CA296192				C
CA304533	1994/09/06	AGREEMENT REMARKS: AMENDING, CA296195				C
CA304534	1994/09/06	AGREEMENT REMARKS: AMENDING, CA296198				C
CA313253	1994/10/07	AGREEMENT				C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CA315152	1994/11/03	AGREEMENT				C
CA366982	1995/09/20	AGREEMENT			CITY OF TORONTO	C
CA372251	1995/10/20	AGREEMENT			CITY OF TORONTO	C
CA372516	1995/10/23	AGREEMENT REMARKS: AMENDS, CA296191			CITY OF TORONTO	C
CA395011	1996/03/15	AGREEMENT			H.M THE QUEEN - ONTARIO	C
CA449720	1997/01/22	AGREEMENT REMARKS: AMENDS, CA188783			CITY OF TORONTO	C
CA449721	1997/01/22	AGREEMENT REMARKS: AMENDS, CA213191				C
CA449722	1997/01/22	AGREEMENT REMARKS: AMENDS, CA213192				C
CA450703	1997/01/28	AGREEMENT REMARKS: CA213190				C
CA467197	1997/04/28	AGREEMENT REMARKS: AMENDS, CA296191			CITY OF TORONTO	C
CA630628	1999/10/13	AGREEMENT REMARKS: AMENDING, CA296201		*** DELETED AGAINST THIS PROPERTY ***		
CA630629	1999/10/13	AGREEMENT REMARKS: AMENDING, CA304533				C
CA630630	1999/10/13	AGREEMENT REMARKS: AMENDING, CA296192				C
CA630631	1999/10/13	AGREEMENT REMARKS: AMENDING, CA296198				C
AT730459	2005/02/11	TRANSFER	\$2	TORONTO HOUSING COMPANY INC.	TORONTO COMMUNITY HOUSING CORPORATION	C
AT1375757	2007/02/12	NOTICE OF SUBLEASE		COINAMATIC CANADA INC.	COINAMATIC CANADA INC.	C

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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2320448	2010/03/04	TRANSFER OF CHARGE		THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296188. REMARKS: CA296198.				
AT2320450	2010/03/04	NOTICE	\$2	THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296199.CA296198				
AT2320451	2010/03/04	NOTICE	\$2	THE TORONTO-DOMINKINO BANK	ROYAL BANK OF CANADA	C
		REMARKS: RE, CA296198				
AT2320506	2010/03/04	TRANSFER OF CHARGE		THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296192.				
AT2320507	2010/03/04	NOTICE	\$2	THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296193				
AT2320508	2010/03/04	NOTICE	\$2	THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296192 & CA296184				
AT2320537	2010/03/04	TRANSFER OF CHARGE		THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296195.				
AT2320541	2010/03/04	NOTICE	\$2	THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA295196				
AT2320542	2010/03/04	NOTICE	\$2	THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	C
		REMARKS: CA296195 & CA296197				
AT2321114	2010/03/05	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	
		REMARKS: CA296201.				
AT2323538	2010/03/09	NOTICE		*** DELETED AGAINST THIS PROPERTY *** THE TORONTO-DOMINION BANK	ROYAL BANK OF CANADA	
		REMARKS: CHARGE CA296201 RE:ASSIGNMENT OF GENERAL ASSIGNMENT OF RENTS				
AT3661587	2014/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: CA296201.				
AT3731730	2014/11/03	CHARGE	\$49,710,000	TORONTO COMMUNITY HOUSING CORPORATION	ONTARIO INFRASTRUCTURE AND LANDS CORPORATION	C

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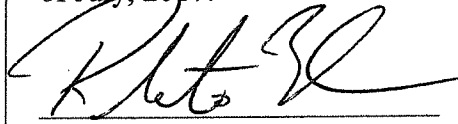
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT3731858	2014/11/03	NO ASSGN RENT GEN REMARKS: AT3731730		TORONTO COMMUNITY HOUSING CORPORATION	ONTARIO INFRASTRUCTURE AND LANDS CORPORATION	C
AT3985151	2015/08/21	NOTICE OF LEASE		TORONTO COMMUNITY HOUSING CORPORATION	YOUTH CENTRE FOR SPORTS DEVELOPMENT	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

TAB C

This is **Exhibit "C"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

Shelter, Support & Housing Administration
Rob Cressman, General Manager (Acting)

Social Housing Unit
Maria Variokostas, Director (Acting)

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-392-4126
Fax: 416-696-3718
socialhousing@toronto.ca
www.toronto.ca

June 1, 2016

Fred Asamoah, President
Jarvis George Housing Co-operative Inc.
279 Jarvis St
Toronto, ON M5B 2P2

Dear Mr. Asamoah,

Re: Rent-Geared-to-Income (RGI) Review

On **May 18, 2016**, the Social Housing Unit staff completed a review of your corporation's rent-geared-to-income (RGI) administration. This review was completed to test your corporation's compliance with the requirements of your RGI Service Agreement with the City of Toronto and the Housing Services Act.

One of your key responsibilities as a social housing provider is to ensure that you administer the RGI program fairly and in accordance with all contractual and legislative rules and regulations.

Based on the review we completed, your compliance rate is below the minimum standard. To rectify this situation you must address the deficiencies noted below by August 2, 2016.

Failure to correct the identified deficiencies and raise your compliance rating above the minimum standard by July 26, 2016 will result in your corporation not being in "good standing" for the purposes of City Guideline 2013-3. In addition, failure to achieve "good standing" may make your corporation ineligible for capital funding or other initiatives of the Social Housing Unit. Continued failure to raise your compliance rating above the minimum standard may result in other enforcement actions being taken pursuant to the RGI Service Agreement and/or Housing Services Act.

The deficiencies found during our review were:

Eligibility

100% of the files tested did not contain Canadian legal status documents for each member of the household. Legal status documents are used to determine if applicants are eligible to receive RGI assistance and must be maintained in the RGI file at all times.

Lease/Occupancy Agreement

67% of the files tested did not have a lease signed by all members of the household over 16 years of age.

Income and Assets

50% of the files tested did not include sufficient documentation to support income and assets reported. All members of a household who are 16 years of age or older must report their income

and assets from all sources and provide sufficient documentation. As an RGI administrator you must have sufficient documentation to establish the monthly income to calculate RGI charges correctly.

Calculation

50% of the files tested contained errors in the RGI rent calculation.

17% of the files tested do not have utility charges/allowances applied correctly.

In 50% of the files tested, the rent charged was not the same as the rent calculated. Please update the file and issue a new RGI Notice of Decision.

Annual Review and Other

In 17% of the files tested there was no evidence of completing an income review within the last 12 months. In accordance with the RGI Administration Manual Chapter 7: Reviewing RGI, each RGI household must have a review of the income, assets and family composition at least once in every 12 month period (up to 24 months for fixed income households).

Record Keeping and Protecting Personal Information

100% of the files tested were not kept in reasonable order. Please refer to the attached "What to Include in an RGI file" document and make the necessary changes.

By August 2, 2016 you must:

1. Direct your staff/agent to correct the deficiencies noted.
2. Revise your oversight and management processes to ensure that appropriate oversight is being provided over your RGI administration to prevent such deficiencies from recurring. This should include regular (at least annually) reporting to the Board by your staff/agent documenting the steps that they have taken to ensure that your corporation will exceed the minimum RGI compliance rating requirement.
3. Provide documentation that the Board has received this letter and taken all appropriate actions to ensure that the identified deficiencies are corrected and that you have put in place processes to ensure that your corporation's RGI compliance rate will remain above the minimum standard. This can be done by providing your Social Housing Consultant with a copy of the Board meeting minutes where this letter was discussed.

Our findings from the review of the selected files can be found in the attached RGI Review Report document. To maintain the confidentiality of personal information we do not include unit numbers where the issue relates to a specific household. In these cases your Property Manager has been provided with the unit numbers to allow them to take the appropriate corrective action.

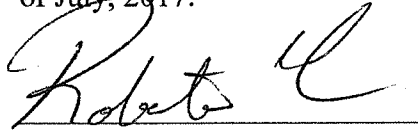
If you have any questions or concerns, please contact your Social Housing Consultant, Bob Steffler at 416 338-8222 or bsteffl@toronto.ca

Social Housing Unit

Copy: Veronique McLean, Coordinator
Bob Steffler, Social Housing Consultant

TAB D

This is Exhibit "D" referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH
LSUC # 38543 A
A Commissioner for Taking Affidavits



Bob Staffler
Social Housing Consultant

Shelter, Support & Housing Administration
Rob Crossman, General Manager (Acting)

Social Housing Unit
Maria Varlokostas, Director (Acting)

385 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-338-8222
Fax: 416-686-3718
bstaffl@toronto.ca
www.toronto.ca

July 7, 2016

Mr. Fred Asamoah, President
Jarvis-George Housing Co-operative Inc.
279 Jarvis Street
Toronto, ON M5B 2N3

Dear Mr. Asamoah:

Re: Notice of Triggering Events

Notice is hereby given pursuant to clause 90(1)(a) of the *Housing Services Act* ("HSA") that triggering events under the HSA have occurred with respect to Jarvis-George Housing Co-operative Inc. (the "Housing Provider").

The particulars of the triggering events are that the Housing Provider has contravened the HSA as follows:

- In the opinion of the Service Manager, the Housing Provider has incurred an accumulated deficit that is substantial and excessive. (HSA, s. 83. Paragraph 10);
- In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (HSA, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls resulting in operating losses for the years ending:

- December 31, 2011 (-\$ 33,693)
- December 31, 2012 (-\$ 2,434)
- December 31, 2013 (-\$ 59,859)
- December 31, 2014 (-\$ 77,646);

- In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (HSA, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls. As a result, occupancy charge arrears were \$73,627 as of December 31 2014 and for the four years ending December 31, 2015 the Housing Provider has incurred bad debt losses totalling \$124,021.

- In the opinion of the Service Manager;

The Housing Provider has failed to comply with the requirements of the HSA, s. 75(1) where the Housing Provider is required to operate the housing project and govern itself in accordance with (a) the prescribed provincial requirements; and (b) the local standards made by the Service Manager.

In accordance with the HSA s.77(6) the Initial Rent-Geared-to-Income and Market Unit target for Part VII housing providers is the target applicable immediately before that section of the HSA came into force, under the targeting plan as found in section 98 of the former Social Housing Reform Act:

- a) The Housing Provider's targeting plan requires that it maintain a minimum of 54 rent-geared-to-income units at its project located at 279 Jarvis Street, Toronto;
- b) As reported in the Annual Information Return by the Housing Provider, for the past five fiscal years ending on December 31, 2010-2014, the minimum RGI target of 54 units has been met as follows:
 - i) Year ending Dec. 31, 2010
 - Reported monthly average of RGI units – 52.75
 - 12 months reported as being below the 54 RGI unit minimum;
 - ii) Year ending Dec. 31, 2011
 - Reported monthly average of RGI units – 52.75
 - 10 months reported as being below the 54 RGI unit minimum;
 - iii) Year ending Dec. 31, 2012
 - Reported monthly average of RGI units – 54.25
 - 0 months reported as being below the 54 RGI unit minimum;
 - iv) Year ending Dec. 31, 2013
 - Reported monthly average of RGI units – 54
 - 3 months reported as being below the 54 RGI unit minimum;
 - and
 - v) Year ending Dec. 31, 2014
 - Reported monthly average of RGI units – 53.92
 - 4 months reported as being below the 54 RGI unit minimum.

To rectify the situation that gave rise to the occurrence of the triggering events and in order to avoid the exercise of one or more of the remedies that may be considered by the Service Manager under the HSA, s. 85, the Housing Provider is directed to:

Effective Immediately:

- 1) Notify the City of Toronto (City) at least two weeks in advance of the dates and times of all future Board of Directors meetings until further notice. City staff will attend as deemed necessary.
- 2) Provide the City with a copy of the agenda and "Board package" for each Board meeting at least two business days prior to each meeting.
- 3) Provide the City with a copy of the Minutes and all attachments no later than three weeks following all Board of Directors meetings, until further notice.
- 4) Ensure that the following statements and reports are prepared monthly and are reviewed by the Board of Directors (Board):
 - Balance Sheet showing cash on hand, investments and monies owed;
 - Statement of Revenue and Expense showing budget, actual data and variances;
 - Payables List showing all outstanding invoices;
 - Arrears Report showing occupancy charge amounts unpaid by residential members; and
 - Investment Ledger (Report) showing the balance of all investments.
- 5) A copy of each of the above noted reports must be provided to the City, no later than the last Thursday of the month, commencing June 30, 2016, until further notice.

By no later than September 16, 2016

- 6) Submit to the City information about occupancy charge increases for each of the fiscal years ending December 31, 2010, 2011, 2012, 2013 and 2014. This information is to include a listing of the actual and percentage change in occupancy charges for each unit configuration for each of the fiscal years ending December 31, 2010, 2011, 2012, 2013 and 2014.
- 7) Submit an action plan detailing what steps the Board will take to eliminate in-year shelter operating losses and ensure that the Housing Provider will not incur losses in future years. The plan must include the following elements:
 - An assessment of the extent and nature of the financial difficulties;
 - Specific objectives and detail on how they will be achieved;
 - A revised budget for the current year;
 - Projected operating results for the next three years reflecting the Housing Provider's planned course of action and stated objectives.

Also to be included in the action plan is a discussion regarding sharing services with other housing providers in order to reduce costs in areas such as bookkeeping or various maintenance contracts.

Once the Housing Provider has been notified that the action plan has been accepted by the City, the Board of Directors must ensure that the plan is implemented and monitored, that operating losses are avoided and the accumulated deficit is eliminated in the time frame specified.

The Housing Provider must provide the City with a quarterly report assessing the effectiveness of its action plan. This report must be reviewed and approved by the Board of Directors prior to submission to the City. The first report must be submitted to the City by 30 days following the end of the calendar quarter in which the City advised of its acceptance of the action plan. This report must be delivered to the City no later than ten days following the last day of each calendar quarter thereafter.

8) In regards to housing charge arrears:

- a. Develop and document a detailed plan outlining what changes the Housing Provider will make to their operating practices in order to collect current housing charge arrears and prevent future arrears, and submit the plan to the City.
- b. For households in arrears that have not been referred to legal counsel with instructions for eviction or that are not on a performance agreement, the arrears must be addressed as follows:
 - Ensure the households pay the arrears in full, or
 - Ensure that the households sign performance agreements that will repay the arrears within six months or less, or
 - Ensure that the Co-op proceeds with legal remedies available to it for collection and eviction.
- c. The Housing Provider must provide the City with a quarterly report assessing the effectiveness of its arrears management plan. This report must be reviewed and approved by the Board of Directors prior to submission to the City. The first report must be submitted to the City by 120 days from date of this letter. This report must be delivered to the City no later than the last Thursday of each quarter thereafter.

9) In regards to not meeting the minimum RGI target of 54 units on a consistent basis:

- a. Submit an action plan detailing what steps the Board will take to ensure that the minimum number of 54 RGI units will be met at all times.
- b. One way to ensure that the RGI target is met at all times is to set a target that is above the required RGI minimum. For example, the Board could direct staff to maintain an RGI minimum of 57 units. In responding to this suggestion, the Housing Provider is required to present the advantages and disadvantages of this approach.

- 5 -

The City reserves the right to add to, vary or change the foregoing requirements if it deems it necessary to do so in order to cure the situations that have given rise to the triggering events. Jarvis-George Housing Co-operative Inc. is required to implement or comply with the directions given in this notice by the dates specified in the various sections of the notice.

Please direct all correspondence related to this matter to Bob Steffler, the Social Housing Consultant responsible for Jarvis-George Housing Co-operative Inc. His contact information is as follows: Phone 416-338-8222
Email bsteffl@toronto.ca.

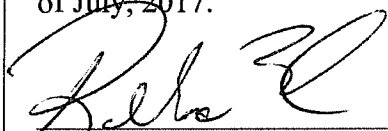
Sincerely,


Maria Varlokostas
Director, Social Housing (Acting)

- c. Rob Cressman, General Manager (Acting), Shelter Support & Housing Administration
Division, City of Toronto
Glenn Courtney, Manager, Social Housing, City of Toronto
Bob Steffler, Social Housing Consultant, City of Toronto
Michael Smith, Counsel, City of Toronto

TAB E

This is **Exhibit "E"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits



Marta Chisu
Social Housing Consultant

Shelter, Support & Housing Administration
Rob Cressman, Acting General Manager

Social Housing Unit
Maria Vartokostas, Acting Director

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-338-5786
Fax: 416-696-3718
Email: mchisu@toronto.ca
www.toronto.ca

July 27, 2016

Fred Asamoah, Board President c/o
Veronique McLean, Property Manager
Jarvis George Co-operative
279 Jarvis
Toronto Ontario M5B 2P2

SENT VIA E-MAIL TO:

Dear Sirs;

RE: Audit or Investigation

Under the provisions of section 82 of the Housing Services Act a service manager may appoint a person to conduct an audit or investigation to ensure that a housing provider is complying with the Act and the regulations. This letter is the notice required under that section of the Act that I, Marta Chisu, *Social Housing Consultant* together with Leif Lahtinen, *Social Housing Consultant* and Ivy Yu, *Senior Financial Analyst* have been appointed to conduct the audit or investigation and intend on attending at the offices of the Co-op on Friday July 29th at 9: 30am for that purpose. The Act requires that the housing provider and its employees and agents shall co-operate in all respects with the auditor or investigator. The only records that are not subject to review are those that are subject to a solicitor-client privilege.

You have raised concerns regarding the privacy of personal information of the Co-op members.

The Co-op and the City of Toronto Service Manager are parties to an RGI Services Agreement under which the Co-op provides rent-geared-to-income administration services to the City. Under the terms of that agreement the Co-op is required to provide to the City such reports, records, documents and information as may be requested relating to the obligations of the Co-op under that Agreement and its performance thereof. Documents generated, obtained or maintained by the Co-op in the course of providing services pursuant to that Agreement become and remain the property of the City both during and after the term of the Agreement.

Section 169(1) of the Act requires a person providing services with respect to a housing program to comply with the prescribed standards for the collection, use, disclosure and safeguarding of privacy of personal information and for a person's access to his or her personal information.

Section 146 of O. Reg. 367/11 prescribes standards, for the purposes of subsection 169 (1) of the Act, for the collection, use, disclosure and safeguarding of privacy of personal information.

A provider shall not disclose personal information obtained in the course of providing the services described in subsection 169 (1) of the Act except, among other things, if the disclosure is authorized by, or is for the purpose of complying with, the Act or a regulation under the Act. In this case the disclosure is for the purpose of complying with the Co-op's obligation to cooperate with an audit or investigation. Further, authority to provide personal information to the City is provided by section 174 which authorizes each service manager, each delegate under section 17, each housing provider and each person or organization providing services by contract to any of them to share personal information with each other if the personal information was collected under the Act and the information is necessary for the purposes of making decisions under the Act.

There is no requirement under the Act that the person whose personal information is disclosed give any further consent nor to be present at the time their personal information records are reviewed.

At the time that the Co-op acquired an individual's personal information upon an annual review, the Co-op was obliged to ensure that the person was given written notice,

- (a) of the purpose or purposes of the collection;
- (b) that the information may be shared as necessary for the purpose of making decisions or verifying eligibility for assistance under the Act.

I trust the foregoing is informative of the obligations of the Co-op, the board and the property manager.

Sincerely,



Marta Chisu
Social Housing Consultant

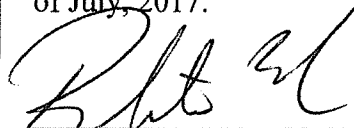
City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
mchisu@toronto.ca

Stay Informed! Visit our website at www.toronto.ca/socialhousing

TAB F

This is **Exhibit "F"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

Shelter, Support & Housing Administration
Rob Cressman, General Manager (Acting)

Social Housing Unit
Maria Varlokostas, Director (Acting)

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-338-5786
Fax: 416-696-3718
mchisu@toronto.ca
www.toronto.ca

BRIEFING NOTE

Subject: [REDACTED] regarding Jarvis George

Issue/Background: [REDACTED]

[REDACTED] 279 Jarvis Street, Toronto, a housing cooperative with a total of 107 units and a targeting plan to maintain a minimum of 54 RGI units.

Just weeks prior to this [REDACTED] the Social Housing Unit (hereafter SHU) had received several phone calls and detailed e-mail complaints alleging fraud on the part of the Board President and Property Manager as it relates to the broader practices of the Co-op as well as specific responsibilities related to the Administration of RGI assistance. The complaints that were received by SHU both by phone and via e-mail were from 2 individual members of the Co-op; an active Board member of Jarvis George who was subsequently removed from the Board after making contact with the Social Housing Unit regarding his concerns and another member of the Co-op who was involved with the Maintenance Committee and has been a member of the Co-op for 18 years, who was also dismissed by the Board following his contact with SHU regarding his concerns.

Also of particular importance was an RGI file review conducted by the finance team of SHU on May 18, 2016 and a Notice of Triggering Event that had been issued to the Co-op on July 7, 2016.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1	PID Identification Template – Completed by Bob Steffler on May 10, 2016
2	Notice of Triggering Event issued to Jarvis George Housing Cooperative on July 7, 2016
[REDACTED]	

Preliminary investigation – Review of Existing information and records held by SHU

A preliminary review of documents and records in SHU's possession related to the above specific allegations was conducted by Marta Chisu, the *Social Housing Consultant* assigned to take over the investigation and assigned to Jarvis George as the Co-operative's newly assigned Social Housing Consultant effective **July 25, 2016**.

The following specific information was reviewed as part of a Preliminary Investigation regarding the allegations noted above:

4	D4 unit activity from the Co-operatives AIR reports for the years 2006 to 2014.
5	Specific Findings from the RGI file review conducted by SHU's finance team on May 18, 2016 including the rent roll that was provided by the Housing Provider's Property Manager following the RGI file review.
6	Preliminary Investigation into allegations - Copy of Table of Allegations and corresponding information found in SHU records - prepared by Marta Chisu, <i>Social Housing Consultant</i>

Following a review of our internal records a request was made to Housing Connections to determine when the last RGI offer was recorded as SHU records dating from present to 2012 indicated that Housing Connection had no record of any offers made since 2012. On July 27, 2016 Paul Chisholm, *Director of Housing Connections* confirmed the following information via e-mail to Glenn Courtney, *Manager Social Housing*:

- The Co-op filled 12 RGI units through the wait list between May 2004 and August 2007. 2 units were 1 bedroom and 10 units were 2 bedroom.
- No other vacancies were recorded as filled through TAWL for this provider.
- No unit was filled twice.

7	July 27, 2016 - E-mail from Paul Chisholm to Glenn Courtney
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On the basis of all of the above information gathered in the Preliminary Investigation, a recommendation was made by Marta Chisu, *Social Housing Consultant* and approved by Glenn Courtney to Audit all of the Co-op's RGI files. However, it was recommended that the housing provider not be alerted to the specific information and records that the Service Manager wished to Audit as the Social Housing Consultant believed the records may be altered in advance. This was discussed with SHU's Legal Counsel, Michael Smith following a phone conversation with the

Property Manager who demanded notice in writing of what information would be reviewed citing privacy concerns of members in the Co-op.

Formal Notice of Site Visit to conduct Audit or Investigation – July 29, 2016

SHU's Legal Counsel together with Marta Chisu, *Social Housing Consultant* drafted a Legal Notice citing the Service Manager's intention to conduct an Audit or Investigation and the Co-op's obligation to comply with this request. The date scheduled for the site visit was set as July 29, 2016 at 9:00am.

8 | July 27, 2016 – Notice to Board of Jarvis George Co-Op Scheduling Audit

At 4:20pm on July 28th the Property Manager attempted to cancel the site visit stating that the Co-op had requested a meeting with the General Manager and had not been given an opportunity to meet with the GM regarding concerns they had in light of the recent receipt of a Notice of Triggering Event and the results from the RGI file review conducted by SHU. The Property Manager also stated that as the site visit was scheduled for the last business day of the month it was a very busy day with members coming to pay their rental charges, so rescheduling the site visit would allow the Property Manager to better accommodate City staff. The same evening (July 28th) the Co-op had contacted Councillor Wong-Tam's office requesting assistance with "a tenant who has been slandering the board and City Staff to other residents of the building, as well as using racially charged language.....looking for some help as to how to address this situation." Arlene Rawson replied to the Councillor's office indicating that SHU was aware of the situation and would keep the Councillor's office informed as appropriate and provided Marta Chisu's contact information.

At 8:30 am on July 29, 2016 Glenn Courtney replied to the Property Manager's e-mail requesting the Site visit be rescheduled indicating that staff from the SHU office as indicated in the notice sent to the Board on July 27, 2016 would be coming as scheduled. Marta Chisu, Leif Lahtinen, and Ivy Yu all attended as scheduled and the Property Manager did not show.

Following the no-show by the Property Manager on July 29th, Glenn Courtney requested the Property Manager provide a date that would work for her for SHU staff to reschedule the Audit. The date Of August 10th was subsequently agreed to.

Marta Chisu, made a request to Glenn Courtney to see if Housing Connections could tell SHU the date of last login to TAWL by the Property Manager of Jarvis George Co-op. Paul Chisholm confirmed on August 8th via e-mail that the present Property Manager had not logged onto TAWL since **Sept. 13, 2013**.

9 | Aug. 8th, 2016 - E-mail from Paul Chisholm to Glenn Courtney

Rescheduled Site Visit to conduct Audit or Investigation – Part 1 of 2 – August 10, 2016

On August 10, 2016 Glenn Courtney, Marta Chisu, Leif Lahtinen, and Ivy Yu attended Jarvis George and met with the Property Manager, Veronique McLean as arranged. 18 RGI files were reviewed and copies of key documents were made and taken away by SHU staff. During this visit Glenn Courtney and Marta Chisu spoke to the Property Manager, Veronique McLean, in the office regarding how RGI vacancies were being filled. The Property Manager then proceeded to show Glenn and Marta an AUYA report printed in 2012 which had names crossed off. The Property

Manager then proceeded to tell Marta and Glenn that she updates Shirley at Housing Connections each time someone is crossed off the list and that Shirley then updates the list.

10	Copies of AUYA reports shown to Glenn and Marta by the Property Manager used to allocate RGI as well as an AUYA report printed on August 17, 2016.
----	--

Arrangements were made with the Property Manager to return to complete the Audit on August 19, 2016 at 9:00 am and a request was made in writing by Marta Chisu for the Property manager to prepare an up to date rent roll of all RGI households indicating the 3 most recent RGI households in advance of returning on August 19th.

11	E-mail to Property Manager requesting update Rent Roll be provided in advance of part 2 of Audit scheduled for August 19, 2016
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Part 2 of Audit – August 19, 2016

On August 19, 2016 Marta Chisu, Leif Lahtinen, and Ivy Yu returned to the Co-op to complete reviewing the remainder of the RGI files. An updated rent roll updated by the book keeper was present by the Property Manager.

12	Updated Rent Roll provided by Property Manager at Site visit on August 19, 2016
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Upon return to the office on August 19, 2016 Marta Chisu organised a detailed spreadsheet accounting for present members in receipt of RGI at the Co-op and provided a list of names and dates of birth to Paul Chisholm, *Director of Housing Connections* requesting that a Report be run to determine which households came through the Centralised Waiting list and/or whom Housing Connections had a record of.

On Sept. 2, 2016 a Report from Housing Connections was sent via e-mail to Marta Chisu, with a copy to Glenn Courtney and Maria Varlokostas with the results of the names provided by Marta Chisu on August 19, 2016.

13	Report from Housing Connections regarding names of current RGI households at Jarvis George Co-op
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Summary of findings:

- The audit of all files at Jarvis George Co-op indicated that there were 56 total households coded as RGI.
- Of the 56 households only 35 present RGI households were found as being listed with Housing Connections.
- Of the 35 households found 20 were listed with various cancelled application statuses, 6 households were listed as "housed" - Paul Chisholm also confirmed that 1 household which the audit revealed is presently in receipt of RGI at Jarvis George and was listed on the Housing Connections report as having a "housed" status accepted a unit at Casa Del Zotto Seniors – 3010 Dufferin St. as of April 1, 2016, and 9 were listed with a present application status of "eligible".

President's Relatives housed in RGI

- The Board President Fred Asamoah was not listed with Housing Connections, but this is likely due to him being in receipt of RGI prior to a requirement to be listed with Housing Connections on the Centralised Waiting List. According to information found in the audit it would appear that Fred began receiving subsidy in 1997 in unit 308.
- Sally Fosuah, who appears to be Fred Asamoah's wife and son Fredrick Fosuah presently live in unit 804 – 804 is a 2 bedroom unit – There was no record of Fred's wife as being listed with Housing Connections. According to information collected in our audit she has resided in unit 804 since 2009, prior to that she resided in unit 308 with Fred Asamoah and Grace and Gloria Asamoah beginning in 1997.
- Grace Asamoah, Board member and presently in receipt of RGI in unit 412 – 412 is a two bedroom unit so **she is overhoused**. Her status with Housing Connections is listed as "eligible" – and her offer count was listed as "no offers"
- Gloria Asamoah presently in receipt of RGI in unit 1104 with her sister Jedidiah Asamoah – 1104 is a 2 bedroom unit. Her status with Housing Connections is listed as "cancelled no response" – and her offer count was listed as "no offers".

Key Points:

- SHU's internal records, data obtained from Housing Connections, and information gathered through an audit of the RGI files at Jarvis George Housing Co-operative substantiate that RGI has not been administered in accordance with the legislative and contractual obligations and requirements.
- The Co-op has not used the Centralised Waiting list since 2013 to allocate RGI. From evidence obtained in the audit it appears that the Property Manager has assigned RGI based on a 2012 AUYA Report used to fill RGI vacancies since at least 2013 but likely earlier.
- Many present RGI files contained incomplete Income and Asset Reviews and did not have documentation related to basic RGI eligibility requirements.
- The Co-op has improperly allocated RGI to the President's immediate family members as well as to other individuals presently in receipt of RGI assistance.

Recommendation:

- In accordance with Jarvis George Housing Co-op's RGI Service Agreement it is recommended that the Agreement be terminated in accordance with subsection 2.5 of the RGI Service Agreement – that section permits the Commissioner/Service Manager in the event of an emergency as determined by the Commissioner, acting reasonably, to terminate the Agreement by giving less than 30 days notice. Given the information collected and summarised above to date it is the opinion of the investigating Social Housing Consultant assigned to the Co-op that this situation would reasonably constitute an emergency for the purpose of terminating the RGI Service Agreement.

14 RGI Service Agreement for Jarvis George Co-op

- Assign the RGI administration function to Housing Connections who will have to complete new Income and Asset Review packages as soon as possible to determine which households currently in receipt of RGI at Jarvis George are eligible.
- Issue a Notice of Remedy to replace the existing Board – work with CHFT as has been done with other housing providers to select new Board members such as was done with 15 Thornecliffe Park Co-operative Homes.
- Once a new Board has been established a new Notice of Triggering Event should be issued to Jarvis George Housing Co-operative to replace the prior Notice issued to the Co-op on July 7, 2016 to deal with the Performance issues associated with replacing its existing Property Manager as well as any issues which remain outstanding from the previous Notice of Triggering Event.

Prepared by:

Marta Chisu, *Social Housing Consultant*, (416) 338-5786

Prepared For:

Glenn Courtney, *Manager Social Housing*
Maria Varlokostas, *Director Social Housing (Acting)*

CC: Michael Smith, *Solicitor, Legal Services*

Prepared on:

September 12, 2016

Approved By:

Glenn Courtney, *Manager Social Housing*

Date: _____

Maria Varlokostas, *Director Social Housing (Acting)*

Date: _____

Contact for further information:

Marta Chisu, *Social Housing Consultant*, (416) 338-5786

Attachments:

1)	PID Identification Template – Completed by Bob Steffler on May 10, 2016
2)	Notice of Triggering Event issued to Jarvis George Housing Cooperative on July 7, 2016
3)	Copy of Fraud & Waste Hotline Complaint received by the General Manager on July 22, 2016
4)	[REDACTED]
5)	Specific Findings from the RGI file review conducted by SHU's finance team on May 18, 2016

	including the rent roll that was provided by the Housing Provider's Property Manager following the RGI file review.
6)	Preliminary Investigation into allegations - Copy of Table of Allegations and corresponding information found in SHU records - prepared by Marta Chisu, <i>Social Housing Consultant</i>
7)	July 27, 2016 - E-mail from Paul Chisholm to Glenn Courtney
8)	July 27, 2016 - Notice to Board of Jarvis George Co-Op Scheduling Audit
9)	Aug. 8 th , 2016 - E-mail from Paul Chisholm to Glenn Courtney
10)	Copies of AUYA reports shown to Glenn and Marta by the Property Manager used to allocate RGI as well as an AUYA report printed on August 17, 2016.
11)	E-mail to Property Manager requesting update Rent Roll be provided in advance of part 2 of Audit scheduled for August 19, 2016
12)	Updated Rent Roll provided by Property Manager at Site visit on August 19, 2016
13)	Report from Housing Connections regarding names of current RGI households at Jarvis George Co-op
14)	RGI Service Agreement for Jarvis George Co-op

PID Identification Template



Provider Name: Jarvis-George Housing Co-operative Inc.

Program: HSA Part VII

Social Housing Consultant: Bob Steffler

Today's Date: 10/05/2016

It is recommended that the following items are included in the Notice of Triggering Events:

Triggering Event	Actions to Be Taken by Housing Provider	Deadline(s)
1. Accumulated deficit	As of Dec. 31, 2014, the accumulated deficit was \$34,882. See "generic" actions numbered 1 through 5 at end of this document	Effective Immediately
2. 4 consecutive fiscal years of in-year deficits	Submit to the City information about occupancy charge increases for each of the fiscal years ending December 31, 2010, 2011, 2012, 2013, 2014 and 2015. This information is to include a listing of the actual and percentage change in occupancy charges for each unit configuration for each of the fiscal years ending December 31, 2010, 2011, 2012, 2013 and 2014.	July 15, 2016
	Submit an action plan detailing what steps the Board will take to eliminate in-year shelter operating losses and ensure that Jarvis-George Housing Co-operative Inc. will not incur losses in future years.	July 15, 2016
	The Co-op must provide the City with a quarterly report assessing the effectiveness of its action plan.	July 15, 2016

3. Housing charge arrears	<p>Submit detailed plan outlining changes the Co-op will make to operating practices in order to collect current housing charge arrears and prevent future arrears.</p> <p>Take action against households that have not been referred to legal counsel with instructions for eviction or that are not on a performance agreement.</p> <p>Co-op must provide a quarterly report assessing the effectiveness of its arrears management plan.</p>	<p>July 15, 2016</p> <p>July 15, 2016</p> <p>July 15, 2016</p>
4. Failure to maintain the required minimum number of RGI units in 3 of the last 5 fiscal years	<p>Submit an action plan detailing what steps the Board will take to ensure that the minimum number of 54 RGI units will be met at all times.</p> <p>Give consideration to the Board directing staff to maintain a minimum number of RGI units that is above the number required by the HSA</p>	July 15, 2016

The following evidence was found and forms the basis for the recommendations:

- Annual Information Return and Audited Financial Statements: (Item #1 above)
 - As of December 31, 2010, the co-op had an accumulated operating surplus of \$138,750. As of December 31, 2014, the co-op had an accumulated operating deficit of -\$34,882. Source: Financial Statements
- ^{Net Loss} Accumulated deficit: (Item #2 above)
 - December 31, 2011 (-\$ 33,693)
 - December 31, 2012 (-\$ 2,434)
 - December 31, 2013 (-\$ 59,859)
 - December 31, 2014 (-\$ 77,646)

Source: Financial Statements

- Occupancy charge arrears: (Item #3 above)

<u>Year Ending</u>	<u>Bad Debt Allowance</u>	<u>Active Arrears</u>	<u>Total Arrears</u>
Dec. 31, 2011	\$15,010	\$37,860	\$52,870
Dec. 31, 2012	\$27,431	\$26,580	\$54,011
Dec. 31, 2013	\$27,431	\$ 3,562	\$30,993
Dec. 31, 2014	\$54,149	\$19,478	\$73,627

Source: Financial Statements

- Minimum RGI Target of 54 units: (Item #4 above)

<u>Year Ending</u>	<u>Bad Debt Allowance</u>
Dec. 31, 2010	- Reported monthly average of RGI units – 52.75 - 12 months reported at below the 54 RGI unit minimum
Dec. 31, 2011	- Reported monthly average of RGI units – 52.75 - 10 months reported at below the 54 RGI unit minimum
Dec. 31, 2012	- Reported monthly average of RGI units – 54.25 - 0 months reported at below the 54 RGI unit minimum
Dec. 31, 2013	- Reported monthly average of RGI units – 52.75 - 3 months reported at below the 54 RGI unit minimum
Dec. 31, 2014	- Reported monthly average of RGI units – 53.92 - 4 months reported at below the 54 RGI unit minimum

Source: AIR Page D4

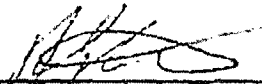
- Housing provider has gone several years without raising occupancy charges at all or by very little. Discussion with staff in regards to financial position raises the response that they are paying the bills so the City should not have an issue.

Generic Actions

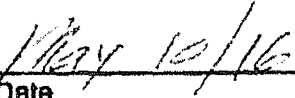
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 - Payables List showing all outstanding invoices;
 - Arrears Report showing occupancy charge amounts unpaid by residential members; and
 - Investment Ledger (Report) showing the balance of all investments.
- 5) A copy of each of the above noted reports must be provided to the City, no later than the last Thursday of the month, commencing February, 2015, until further notice.

Approvals

Social Housing Consultant: Bob Steffler

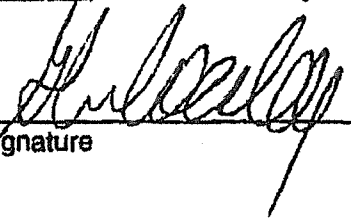


Signature

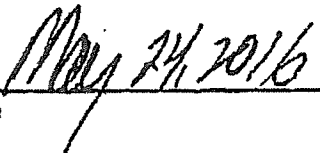


Date

Manager: Glenn Courtney



Signature



Date



Bob Steffler
Social Housing Consultant

Shelter, Support & Housing Administration
Rob Crossman, General Manager (Acting)

Social Housing Unit
Marla Varlokostas, Director (Acting)

385 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-398-8222
Fax: 416-988-3718
bsteffl@toronto.ca
www.toronto.ca

July 7, 2016

Mr. Fred Asamoah, President
Jarvis-George Housing Co-operative Inc.
279 Jarvis Street
Toronto, ON M5B 2N3

Dear Mr. Asamoah:

Re: Notice of Triggering Events

Notice is hereby given pursuant to clause 90(1)(a) of the *Housing Services Act* ("HSA") that triggering events under the HSA have occurred with respect to Jarvis-George Housing Co-operative Inc. (the "Housing Provider").

The particulars of the triggering events are that the Housing Provider has contravened the HSA as follows:

- In the opinion of the Service Manager, the Housing Provider has incurred an accumulated deficit that is substantial and excessive. (HSA, s. 83. Paragraph 10);
- In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (HSA, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls resulting in operating losses for the years ending:

- December 31, 2011 (-\$ 33,693)
- December 31, 2012 (-\$ 2,434)
- December 31, 2013 (-\$ 59,859)
- December 31, 2014 (-\$ 77,646);

- In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (HSA, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls. As a result, occupancy charge arrears were \$73,627 as of December 31 2014 and for the four years ending December 31, 2015 the Housing Provider has incurred bad debt losses totalling \$124,021.

- In the opinion of the Service Manager;

The Housing Provider has failed to comply with the requirements of the HSA, s. 75(1) where the Housing Provider is required to operate the housing project and govern itself in accordance with (a) the prescribed provincial requirements; and (b) the local standards made by the Service Manager.

In accordance with the HSA s.77(6) the Initial Rent-Geared-to-Income and Market Unit target for Part VII housing providers is the target applicable immediately before that section of the HSA came into force, under the targeting plan as found in section 98 of the former Social Housing Reform Act:

- a) The Housing Provider's targeting plan requires that it maintain a minimum of 54 rent-geared-to-income units at its project located at 279 Jarvis Street, Toronto;
- b) As reported in the Annual Information Return by the Housing Provider, for the past five fiscal years ending on December 31, 2010-2014, the minimum RGI target of 54 units has been met as follows:
 - i) Year ending Dec. 31, 2010
 - Reported monthly average of RGI units – 52.75
 - 12 months reported as being below the 54 RGI unit minimum;
 - ii) Year ending Dec. 31, 2011
 - Reported monthly average of RGI units – 52.75
 - 10 months reported as being below the 54 RGI unit minimum;
 - iii) Year ending Dec. 31, 2012
 - Reported monthly average of RGI units – 54.25
 - 0 months reported as being below the 54 RGI unit minimum;
 - iv) Year ending Dec. 31, 2013
 - Reported monthly average of RGI units – 54
 - 3 months reported as being below the 54 RGI unit minimum;
 - and
 - v) Year ending Dec. 31, 2014
 - Reported monthly average of RGI units – 53.92
 - 4 months reported as being below the 54 RGI unit minimum.

To rectify the situation that gave rise to the occurrence of the triggering events and in order to avoid the exercise of one or more of the remedies that may be considered by the Service Manager under the HSA, s. 85, the Housing Provider is directed to:

Effective immediately:

- 1) Notify the City of Toronto (City) at least two weeks in advance of the dates and times of all future Board of Directors meetings until further notice. City staff will attend as deemed necessary.
- 2) Provide the City with a copy of the agenda and "Board package" for each Board meeting at least two business days prior to each meeting.
- 3) Provide the City with a copy of the Minutes and all attachments no later than three weeks following all Board of Directors meetings, until further notice.
- 4) Ensure that the following statements and reports are prepared monthly and are reviewed by the Board of Directors (Board):
 - Balance Sheet showing cash on hand, investments and monies owed;
 - Statement of Revenue and Expense showing budget, actual data and variances;
 - Payables List showing all outstanding invoices;
 - Arrears Report showing occupancy charge amounts unpaid by residential members; and
 - Investment Ledger (Report) showing the balance of all investments.
- 5) A copy of each of the above noted reports must be provided to the City, no later than the last Thursday of the month, commencing June 30, 2016, until further notice.

By no later than September 16, 2016

- 6) Submit to the City information about occupancy charge increases for each of the fiscal years ending December 31, 2010, 2011, 2012, 2013 and 2014. This information is to include a listing of the actual and percentage change in occupancy charges for each unit configuration for each of the fiscal years ending December 31, 2010, 2011, 2012, 2013 and 2014.
- 7) Submit an action plan detailing what steps the Board will take to eliminate in-year shelter operating losses and ensure that the Housing Provider will not incur losses in future years. The plan must include the following elements:
 - An assessment of the extent and nature of the financial difficulties;
 - Specific objectives and detail on how they will be achieved;
 - A revised budget for the current year;
 - Projected operating results for the next three years reflecting the Housing Provider's planned course of action and stated objectives.

Also to be included in the action plan is a discussion regarding sharing services with other housing providers in order to reduce costs in areas such as bookkeeping or various maintenance contracts.

Once the Housing Provider has been notified that the action plan has been accepted by the City, the Board of Directors must ensure that the plan is implemented and monitored, that operating losses are avoided and the accumulated deficit is eliminated in the time frame specified.

The Housing Provider must provide the City with a quarterly report assessing the effectiveness of its action plan. This report must be reviewed and approved by the Board of Directors prior to submission to the City. The first report must be submitted to the City by 30 days following the end of the calendar quarter in which the City advised of its acceptance of the action plan. This report must be delivered to the City no later than ten days following the last day of each calendar quarter thereafter.

8) In regards to housing charge arrears:

- a. Develop and document a detailed plan outlining what changes the Housing Provider will make to their operating practices in order to collect current housing charge arrears and prevent future arrears, and submit the plan to the City.
- b. For households in arrears that have not been referred to legal counsel with instructions for eviction or that are not on a performance agreement, the arrears must be addressed as follows:
 - Ensure the households pay the arrears in full, or
 - Ensure that the households sign performance agreements that will repay the arrears within six months or less, or
 - Ensure that the Co-op proceeds with legal remedies available to it for collection and eviction.
- c. The Housing Provider must provide the City with a quarterly report assessing the effectiveness of its arrears management plan. This report must be reviewed and approved by the Board of Directors prior to submission to the City. The first report must be submitted to the City by 120 days from date of this letter. This report must be delivered to the City no later than the last Thursday of each quarter thereafter.

9) In regards to not meeting the minimum RGI target of 54 units on a consistent basis:

- a. Submit an action plan detailing what steps the Board will take to ensure that the minimum number of 54 RGI units will be met at all times.
- b. One way to ensure that the RGI target is met at all times is to set a target that is above the required RGI minimum. For example, the Board could direct staff to maintain an RGI minimum of 57 units. In responding to this suggestion, the Housing Provider is required to present the advantages and disadvantages of this approach.

The City reserves the right to add to, vary or change the foregoing requirements if it deems it necessary to do so in order to cure the situations that have given rise to the triggering events. Jarvis-George Housing Co-operative Inc. is required to implement or comply with the directions given in this notice by the dates specified in the various sections of the notice.

Please direct all correspondence related to this matter to Bob Steffler, the Social Housing Consultant responsible for Jarvis-George Housing Co-operative Inc. His contact information is as follows: Phone 416-338-8222
Email bsteffl@toronto.ca.

Sincerely,



Maria Varlokostas
Director, Social Housing (Acting)

- c. Rob Cressman, General Manager (Acting), Shelter Support & Housing Administration
Division, City of Toronto
- Glenn Courtney, Manager, Social Housing, City of Toronto
- Bob Steffler, Social Housing Consultant, City of Toronto
- Michael Smith, Counsel, City of Toronto

Attachment 3, Removed

Attachment 4

Social Housing Annual Information Return

Corporation: Jarvis George Housing Co-operative Inc.

Page 04

Year end: December 31 2006

Unit Activity Data Report - Section 103, 106, 110, Rent Supp.

Project: Jarvis George Housing Co-Operative

Classification (Geared - Income)	Unit Type	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Average	
		Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac		
	1 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	2 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	3 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	4 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	5 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	1 Bedroom - Apartment	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	22.17	
	2 Bedroom - Apartment	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	19.17	
	3 Bedroom - Apartment	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	6.92	
	4 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	5 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	Backstay	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	Hotel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	1 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	2 Bedroom - Stacked	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3.00	
	3 Bedroom - Stacked	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00	
	4 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	5 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	Total	50	50	51	51	51	51	51	51	53	53	54	54	54	54	55	55	55	54	54	54	54	54	54	54	53.17	
	1 Bedroom - Townhouse																									0.00	
	2 Bedroom - Townhouse																									0.00	
	3 Bedroom - Townhouse																									0.00	
	4 Bedroom - Townhouse																									0.00	
	5 Bedroom - Townhouse																									0.00	
	1 Bedroom - Apartment	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	22.93	
	2 Bedroom - Apartment	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22.93
	3 Bedroom - Apartment	32	32	31	31	31	31	31	31	29	29	28	28	27	27	27	27	27	27	26	26	26	26	24	24	24	28.83
	4 Bedroom - Apartment																									0.17	
	5 Bedroom - Apartment																									0.00	
	Backstay																									0.00	
	Hotel																									0.00	
	1 Bedroom - Stacked																									0.00	
	2 Bedroom - Stacked	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1.00	
	3 Bedroom - Stacked	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1.00	
	4 Bedroom - Stacked																									0.00	
	5 Bedroom - Stacked																									0.00	
	Total	56	56	55	55	55	55	55	53	54	53	54	54	54	54	55	55	55	54	54	54	54	54	54	54	53.83	

Total Units	Count
1 Bedroom - Townhouse	0
2 Bedroom - Townhouse	0
3 Bedroom - Townhouse	0
4 Bedroom - Townhouse	0
5 Bedroom - Townhouse	0
1 Bedroom - Apartment	45
2 Bedroom - Apartment	48
3 Bedroom - Apartment	7

4 Bedroom - Apartment	0
5 Bedroom - Apartment	0
Bachelor	0
Hostel	0
1 Bedroom - Stacked	0
2 Bedroom - Stacked	4
3 Bedroom - Stacked	3
4 Bedroom - Stacked	0
5 Bedroom - Stacked	0
Total	107

Instructions:

- (1) Include the number of units available at the end of each period (whether occupied or vacant) for each classification
- (2) The average number of units occupied or vacant shall be calculated to 2 decimal points
- (3) A unit which becomes vacant retains its classification until it becomes occupied, at which time it assumes the classification of the new occupant

Social Housing Annual Information Return

Cooperation: Jarvis George Housing Co-operative Inc.

Page D4

Year end: December 31, 2007

Unit Activity Data Report - Section 105, 106, 110 - Rent Supp.

Project: Jarvis George Housing Co-Operative

Class/Resident Guaranteed - by income	Unit Type	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Average
		Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	
	1 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	2 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	3 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	4 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	5 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	1 Bedroom - Apartment	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	21.25
	2 Bedroom - Apartment	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20.00
	3 Bedroom - Apartment	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5.58
	4 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	5 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	Backstop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	Hostel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	1 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	2 Bedroom - Stacked	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4.00
	3 Bedroom - Stacked	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3.00
	4 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	5 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	Total	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	53.93	
	1 Bedroom - Townhouse																									0.00
	2 Bedroom - Townhouse																									0.00
	3 Bedroom - Townhouse																									0.00
	4 Bedroom - Townhouse																									0.00
	5 Bedroom - Townhouse																									0.00
	1 Bedroom - Apartment	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23.75
	2 Bedroom - Apartment	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28.00
	3 Bedroom - Apartment	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.42
	4 Bedroom - Apartment																									0.00
	5 Bedroom - Apartment																									0.00
	Backstop																									0.00
	Hostel																									0.00
	1 Bedroom - Stacked																									0.00
	2 Bedroom - Stacked																									0.00
	3 Bedroom - Stacked																									0.00
	4 Bedroom - Stacked																									0.00
	5 Bedroom - Stacked																									0.00
	Total	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53.17	

Total Units	Occ	Vac
1 Bedroom - Townhouse	0	0
2 Bedroom - Townhouse	0	0
3 Bedroom - Townhouse	0	0
4 Bedroom - Townhouse	0	0
5 Bedroom - Townhouse	0	0
1 Bedroom - Apartment	45	45
2 Bedroom - Apartment	48	48
3 Bedroom - Apartment	7	7

4 Bedroom - Apartment	0
5 Bedroom - Apartment	0
Bachelor	0
Hostel	0
1 Bedroom - Stacked	0
2 Bedroom - Stacked	4
3 Bedroom - Stacked	3
4 Bedroom - Stacked	0
5 Bedroom - Stacked	0
Total	107

Instructions:

- (1) Include the number of units available at the end of each period (whether occupied or vacant) for each classification
- (2) The average number of units occupied or vacant shall be calculated to 2 decimal points
- (3) A unit which becomes vacant retains its classification until it becomes occupied, at which time it assumes the classification of the new occupant

Social Housing Annual Information Return

Corporation: Jarvis George Housing Co-operative Inc

Page 04

Year end: December 31, 2008

Unit Activity Data Report - Section 103, 108, 110, Rent Supp.

Project: Jarvis George Housing Co-Operative

Classification	Unit Type	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Average	
		Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac		
Geared - 18+ income	1 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	2 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	3 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	4 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	5 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Geared - 18+ income	1 Bedroom - Apartment	20	20	19	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18.58
	2 Bedroom - Apartment	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21.00
	3 Bedroom - Apartment	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5.00
	4 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	5 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Market	1 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
	2 Bedroom - Stacked	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4.00	
	3 Bedroom - Stacked	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3.00
	4 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	5 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Market	Total	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	52.58	
	1 Bedroom - Townhouse																										0.00
	2 Bedroom - Townhouse																										0.00
	3 Bedroom - Townhouse																										0.00
	4 Bedroom - Townhouse																										0.00
Market	1 Bedroom - Apartment	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25.00
	2 Bedroom - Apartment	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27.00
	3 Bedroom - Apartment	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
	4 Bedroom - Apartment																										0.00
	5 Bedroom - Apartment																										0.00
Market	Bachelor																										0.00
	1 Bedroom - Stacked																										0.00
	2 Bedroom - Stacked																										0.00
	3 Bedroom - Stacked																										0.00
	4 Bedroom - Stacked																										0.00
Market	5 Bedroom - Stacked																										0.00
	Total	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54.42	

Total Units	0
1 Bedroom - Townhouse	0
2 Bedroom - Townhouse	0
3 Bedroom - Townhouse	0
4 Bedroom - Townhouse	0
5 Bedroom - Townhouse	0
1 Bedroom - Apartment	45
2 Bedroom - Apartment	48
3 Bedroom - Apartment	7

1 Bedroom - Apartment	0
2 Bedroom - Apartment	0
3 Bedroom - Apartment	0
Hostel	0
1 Bedroom - Stacked	0
2 Bedroom - Stacked	4
3 Bedroom - Stacked	3
4 Bedroom - Stacked	0
5 Bedroom - Stacked	0
Total	107

Instructions:

(1) Include the number of units available at the end of each period (whether occupied or vacant) for each classification.

(2) The average number of units occupied or vacant shall be calculated to 2 decimal points.

(3) A unit which becomes vacant returns its classification until it becomes occupied, at which time it assumes the classification of the new occupant.

Social Housing Annual Information Return

Corporation: Jarvis George Housing Co-operative Inc

Page 04

Year end: December 31, 2009

Unit Activity Data Report - Section 103, 105, 110 - Rent Supp.

Project: Jarvis George Housing Co-Operative

Classification Created - to - units	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Average	
	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac		
1 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
2 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
3 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
4 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
5 Bedroom - Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
1 Bedroom - Apartment	21	20	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21.58	
2 Bedroom - Apartment	20	21	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20.67	
3 Bedroom - Apartment	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5.00	
4 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
5 Bedroom - Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Bachelor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Master	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
1 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
2 Bedroom - Stacked	3	1	3	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3.67	
3 Bedroom - Stacked	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1.00	
4 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
5 Bedroom - Stacked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Total	50	1	50	1	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51	51.92	
1 Bedroom - Townhouse																										0.00
2 Bedroom - Townhouse																										0.00
3 Bedroom - Townhouse																										0.00
4 Bedroom - Townhouse																										0.00
5 Bedroom - Townhouse																										0.00
1 Bedroom - Apartment	22	1	23	1	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	23.42
2 Bedroom - Apartment	28	1	28	1	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	27.33
3 Bedroom - Apartment	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
4 Bedroom - Apartment																										0.00
5 Bedroom - Apartment																										0.00
Bachelor																										0.00
Master																										0.00
1 Bedroom - Stacked																										0.00
2 Bedroom - Stacked																										0.00
3 Bedroom - Stacked																										0.00
4 Bedroom - Stacked																										0.00
5 Bedroom - Stacked																										0.00
Total	35	1	35	1	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36.00	

Classification	Occ	Vac
1 Bedroom - Townhouse	0	0
2 Bedroom - Townhouse	0	0
3 Bedroom - Townhouse	0	0
4 Bedroom - Townhouse	0	0
5 Bedroom - Townhouse	0	0
1 Bedroom - Apartment	45	48
2 Bedroom - Apartment	48	7
3 Bedroom - Apartment	7	0
4 Bedroom - Apartment	0	0
5 Bedroom - Apartment	0	0
Bachelor	0	0
Master	0	0

1 Bedroom - Stacked	0
2 Bedroom - Stacked	4
3 Bedroom - Stacked	3
4 Bedroom - Stacked	0
5 Bedroom - Stacked	0
Total	107

Instructions:
(1) Include the number of units available at the end of each period (whether occupied or vacant) for each classification.
(2) The average number of units occupied or vacant shall be calculated to 2 decimal points.
(3) A unit which becomes vacant reverts its classification until it becomes occupied, at which time it assumes the classification of the new occupant.

4 Bedroom - Stacked	0
5 Bedroom - Stacked	0
Total	107

unit check:

- (1) Include the number of units available at the end of each period (whether occupied or vacant) for each classification.
- (2) The average number of units occupied or vacant shall be calculated for 2 occupied periods.
- (3) A unit which becomes vacant relative to classification will not be counted as occupied, at which time it assumes the classification of the new occupant.

Social Housing Annual Information Return

Cooperator: Juvex George Housing Co-operative Inc.

Page 04

Your unit: December 31 2011

Unit Activity Data Report - Section 103, 104, 110, Rent Supp.

Project: Juvex George Housing Co-operative

Classification Code - Description	Unit Type	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Total	
		Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac		Average
1 Bedroom - Townhouse		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2 Bedroom - Townhouse		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3 Bedroom - Townhouse		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4 Bedroom - Townhouse		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2 Bedroom - Apartment		23	23	22	23	22	23	22	23	22	23	22	23	22	23	22	23	22	23	22	23	22	23	22	23	22	23
3 Bedroom - Apartment		21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
4 Bedroom - Apartment		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
5 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
21 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
36 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
37 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
38 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
39 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
41 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
42 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
43 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
44 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
45 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
46 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
47 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
48 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
49 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
50 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
51 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
52 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
53 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
54 Bedroom - Apartment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
55 Bedroom - Apartment		0	0																								

**Social Housing
Annual Information Return**

Corporation: 2017-18 (2017/18) / 2017-18 (2017/18)

Year end: 31-12-18
Unit Activity Data Report - Section 103.105.110 - Rent Supp.

Project: Jarvis George Housing Co. Operative

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Classification (General or income)	Unit Type	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Average
		Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	
1 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
2 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
3 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
4 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
1 Bedroom Apartment	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21.00
2 Bedroom Apartment	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22.00
3 Bedroom Apartment	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5.00
4 Bedroom Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5 Bedroom Apartment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
House	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
1 Bedroom Studio	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
2 Bedroom Studio	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
3 Bedroom Studio	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
4 Bedroom Studio	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5 Bedroom Studio	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Total		54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54	54.29
1 Bedroom Townhouse																										0.00
2 Bedroom Townhouse																										0.00
3 Bedroom Townhouse																										0.00
4 Bedroom Townhouse																										0.00
1 Bedroom Apartment	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72.00
2 Bedroom Apartment	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25.00
3 Bedroom Apartment	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
4 Bedroom Apartment																										0.00
5 Bedroom Apartment																										0.00
House																										0.00
1 Bedroom Studio	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
2 Bedroom Studio	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1.00
3 Bedroom Studio																										0.00
4 Bedroom Studio																										0.00
Total		52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52.72

Classification	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	7th Month	8th Month	9th Month	10th Month	11th Month	12th Month	Average
1 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0.00
2 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0.00
3 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0.00
4 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5 Bedroom Townhouse	0	0	0	0	0	0	0	0	0	0	0	0	0.00
1 Bedroom Apartment	72	72	72	72	72	72	72	72	72	72	72	72	72.00
2 Bedroom Apartment	25	25	25	25	25	25	25	25	25	25	25	25	25.00
3 Bedroom Apartment	2	2	2	2	2	2	2	2	2	2	2	2	2.00
4 Bedroom Apartment													0.00
5 Bedroom Apartment													0.00
House													0.00
1 Bedroom Studio	2	2	2	2	2	2	2	2	2	2	2	2	2.00
2 Bedroom Studio	1	1	1	1	1	1	1	1	1	1	1	1	1.00
3 Bedroom Studio													0.00
4 Bedroom Studio													0.00
Total	52	52	52	52	52	52	52	52	52	52	52	52	52.72

(1) Include the number of units available at the end of each period (whether occupied or vacant) for each classification.
 (2) The average number of units occupied or vacant should be calculated to 2 decimal points.
 (3) A unit which becomes vacant remains as classification unit if becomes occupied, if which time it assumes the classification of the new occupant.

**Social Housing
Annual Information Return**

Corporation: Jarvis George Housing Co-operative Inc.

Page 04

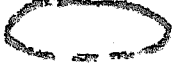
Project: Jarvis George Housing Co-operative

December 31 2013

Unit Activity Data Report - Section 76, Section 96 and Rent Supplement

Classification General Account	Unit Type	1st Month		2nd Month		3rd Month		4th Month		5th Month		6th Month		7th Month		8th Month		9th Month		10th Month		11th Month		12th Month		Total Units	Average Occupied	Vacant Units
		Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac	Occ	Vac			
Residential	1 Bedroom - Townhouse																											
	2 Bedroom - Townhouse																											
	3 Bedroom - Townhouse																											
	4 Bedroom - Townhouse																											
	1 Bedroom - Apartment	22.00		22.00		22.00		22.00		22.00		22.00		22.00		22.00		22.00		22.00		22.00		22.00		21.92		
Market	1 Bedroom - Studio	3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00		
	2 Bedroom - Studio	5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		
	3 Bedroom - Studio	5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		
	4 Bedroom - Studio	5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		5.00		
	Total	54.00		54.00		54.00		54.00		54.00		54.00		54.00		54.00		54.00		54.00		54.00		54.00		53.75		3.00

Classification	Unit Type	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	7th Month	8th Month	9th Month	10th Month	11th Month	12th Month	Total Units
Residential	1 Bedroom - Townhouse													
	2 Bedroom - Townhouse													
	3 Bedroom - Townhouse													
	4 Bedroom - Townhouse													
	1 Bedroom - Apartment	45.00		45.00		45.00		45.00		45.00		45.00		45.00
Market	1 Bedroom - Studio	4.00		4.00		4.00		4.00		4.00		4.00		4.00
	2 Bedroom - Studio	7.00		7.00		7.00		7.00		7.00		7.00		7.00
	3 Bedroom - Studio	3.00		3.00		3.00		3.00		3.00		3.00		3.00
Total Units	59.00		59.00		59.00		59.00		59.00		59.00		59.00	



Inspections	
1. Bottom - Station	-
5 Bottom - Station	-
Total	107.00

(1) Enter the number of units available at the end of each period (whether occupied or vacant for each classification)
 (2) The average number of units occupied or vacant shall be calculated to 2 decimal points
 (3) A unit which becomes vacant returns its classification unit it becomes occupied, at which time it assumes the classification of the new occupant.



Shelter, Support & Housing Administration
Rob Cressman, General Manager (Acting)

Social Housing Unit
Maria Varlokostas, Director (Acting)

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-392-4126
Fax: 416-696-3718
socialhousing@toronto.ca
www.toronto.ca

June 1, 2016

Fred Asamoah, President
Jarvis George Housing Co-operative Inc.
279 Jarvis St
Toronto, ON M5B 2P2

Dear Mr. Asamoah,

Re: Rent-Geared-to-Income (RGI) Review

On May 18, 2016, the Social Housing Unit staff completed a review of your corporation's rent-geared-to-income (RGI) administration. This review was completed to test your corporation's compliance with the requirements of your RGI Service Agreement with the City of Toronto and the Housing Services Act.

One of your key responsibilities as a social housing provider is to ensure that you administer the RGI program fairly and in accordance with all contractual and legislative rules and regulations.

Based on the review we completed, your compliance rate is below the minimum standard. To rectify this situation you must address the deficiencies noted below by August 2, 2016.

Failure to correct the identified deficiencies and raise your compliance rating above the minimum standard by July 26, 2016 will result in your corporation not being in "good standing" for the purposes of City Guideline 2013-3. In addition, failure to achieve "good standing" may make your corporation ineligible for capital funding or other initiatives of the Social Housing Unit. Continued failure to raise your compliance rating above the minimum standard may result in other enforcement actions being taken pursuant to the RGI Service Agreement and/or Housing Services Act.

The deficiencies found during our review were:

Eligibility

100% of the files tested did not contain Canadian legal status documents for each member of the household. Legal status documents are used to determine if applicants are eligible to receive RGI assistance and must be maintained in the RGI file at all times.

Lease/Occupancy Agreement

67% of the files tested did not have a lease signed by all members of the household over 16 years of age.

Income and Assets

50% of the files tested did not include sufficient documentation to support income and assets reported. All members of a household who are 16 years of age or older must report their income



Toronto at your service

2 - **INFORMATION**

2 -

and assets from all sources and provide sufficient documentation. As an RGI administrator you must have sufficient documentation to establish the monthly income to calculate RGI charges correctly.

Calculation

50% of the files tested contained errors in the RGI rent calculation.

17% of the files tested do not have utility charges/allowances applied correctly.

In 50% of the files tested, the rent charged was not the same as the rent calculated. Please update the file and issue a new RGI Notice of Decision.

Annual Review and Other

In 17% of the files tested there was no evidence of completing an income review within the last 12 months. In accordance with the RGI Administration Manual Chapter 7: Reviewing RGI, each RGI household must have a review of the income, assets and family composition at least once in every 12 month period (up to 24 months for fixed income households).

Record Keeping and Protecting Personal Information

100% of the files tested were not kept in reasonable order. Please refer to the attached "What to Include in an RGI file" document and make the necessary changes.

By August 2, 2016 you must:

1. Direct your staff/agent to correct the deficiencies noted.
2. Revise your oversight and management processes to ensure that appropriate oversight is being provided over your RGI administration to prevent such deficiencies from recurring. This should include regular (at least annually) reporting to the Board by your staff/agent documenting the steps that they have taken to ensure that your corporation will exceed the minimum RGI compliance rating requirement.
3. Provide documentation that the Board has received this letter and taken all appropriate actions to ensure that the identified deficiencies are corrected and that you have put in place processes to ensure that your corporation's RGI compliance rate will remain above the minimum standard. This can be done by providing your Social Housing Consultant with a copy of the Board meeting minutes where this letter was discussed.

Our findings from the review of the selected files can be found in the attached RGI Review Report document. To maintain the confidentiality of personal information we do not include unit numbers where the issue relates to a specific household. In these cases your Property Manager has been provided with the unit numbers to allow them to take the appropriate corrective action.

If you have any questions or concerns, please contact your Social Housing Consultant, Bob Steffler at 416 338-8222 or bsteffl@toronto.ca

Social Housing Unit

Copy: Veronique McLean, Coordinator
Bob Steffler, Social Housing Consultant

JARVIS GEORGE COC-OP		May 18, 2018						J03	
Provider's Name		Date of Review						ID#	
		December, 2015				54		6	
		Fiscal year end for RGI Review				Total RGI units		# of units to Review	
Mandate - Does the project have a mandate? (e.g. Seniors)		[Insert Mandate]							
1	Does at least one member of the household fulfil the mandate?	N/A	N/A	N/A	N/A	N/A	N/A		
Housing Projects									
Unit Information									
2	Unit Number	702	802	TH103	406	703	407		
3	Unit Size - 1A, 2A, 3A, 4A, B, H	3A	3A	3T	2A	1A	2A		
4	Household Composition - F5 - S2 - NES 2 - SN1	F3-2	F7-5	F4-3	F4-2	F1	NES3		
5	Is the household overmoused?	N	N	N	N	N	N		
6	If so, has the household been properly notified?	N/A	N/A	N/A	N/A	N/A	N/A		
7	And are the household on the internal transfer list?	N/A	N/A	N/A	N/A	N/A	N/A		
Eligibility - Are all members of the HH eligible to receive RGI									
8	Is there document confirming eligibility for each member of the HH?	N	N	N	N	N	N		
9	What document?	CC	-	-	-	N/A	N/A		
10	If a person's status is not Canadian's citizen is it being checked yearly?	N/A	N/A	N/A	N/A	N/A	N/A		
11	Is there evidence that a removal order has become enforceable?	N	N	N	N	N	N		
12	Is at least one member of the HH at least 18 years old?	Y	Y	Y	Y	Y	Y		
13	Is at least one member of the HH able to live independently?	Y	Y	Y	Y	Y	Y		
Lease/Occupancy Agreement									
14	Have all members of the HH over 18 signed the lease?	N	N	N	Y	Y	N		
15	When? (month)	Aug-96	Jun-01	Sep-11	Jun-08	Feb-98	Mar-05		
Income and Assets									
16	Is the documentation sufficient for each type of income and assets?	N	N	N	Y	Y	Y		
17	Have all member of the HH over 18 signed the consent form?	Y	Y	Y	Y	Y	Y		
Income Testing - Household Member		City Calc'n		HP Calc'n		Variance		18. Is RGI rent calculated correctly?	19. Is the utility/allowance applied correctly?
Unit #	702 RGI RENT	132		132				Y	
Unit #	702 Utilities	50		50					Y
Unit #	802 RGI RENT	219		219				Y	
Unit #	802 Utilities	50		50					Y
Unit #	TH103 RGI RENT	85		269		184		N	
Unit #	TH103 Utilities								Y
INCORRECT OW SCALE USED - DRLG STANDARD IS FOR ONE PERSON									
Unit #	406 RGI RENT	254		254				Y	
Unit #	406 Utilities	43		40					N
Unit #	703 RGI RENT	415		42				N	
Unit #	703 Utilities	30		30					Y
HP USED DIFFERENT MONTHLY INCOME									
Unit #	407 RGI RENT	479		549		60		N	
Unit #	407 Utilities	43		41					
HP USED DIFFERENT EMPLOYMENT INCOME									
Monthly RGI Rent Calculation									
20	Is the rent charged the same as rent calculated?	N	N	N	Y	Y	Y		
Notification									
21	How was the HH notified of their change in rent?	LETTER	LETTER	LETTER	LETTER	LETTER	LETTER		
22	When?	Jun-15	Apr-13	Oct-15	Oct-15	Oct-15	Oct-15		
23	Was it done correctly?	Y	Y	Y	Y	Y	Y		
24	Was the HH notified of their right to a Review (as applicable)?	Y	Y	Y	Y	Y	Y		
Annual Review and Other									
25	Was income reviewed by the HP at least once in last 12 months?	Y	N	Y	Y	Y	Y		
26	Has the HH been notified of the requirement to obtain income if applicable?	N/A	N/A	N/A	N/A	N/A	N/A		
27	Have they received income?	N/A	N/A	N/A	N/A	N/A	N/A		
Centralized Waiting List									
28	Is the HP using the Centralized Waiting List? (at 5 move-ins / max of 2 yrs)	N/A	N/A	N/A	N/A	N/A	N/A		
Approved In-Situ Units									
29	Is the approval documentation in the file?	N/A	N/A	N/A	N/A	N/A	N/A		
Record Keeping and Protecting Personal Information									
30	Does the household file contain all the required written records?	N	N	N	N	N	N		
31	Is the personal information of the HH protected? How?	Y	Y	Y	Y	Y	Y		
32	Are documents kept in the required order?	N	N	N	N	N	N		
Other Notes									
LETTER REFERS TO HOUSING SERVICE ACT. SHOULD REFER TO HOUSING SERVICES ACT									

Calculations

Units	Source of Income	Supporting Documents	Amounts	City Cal'n
Unit # 702	SELF EMPLOYMENT	NOA	590	
	EMPLOYMENT DEDUCTION		150	
				440
	RGI RENT		30%	132
	UTILITIES			50
TOTAL RENT CHARGED				182
Unit # 802	SELF EMPLOYMENT	NOA/T2125	880.42	
	EMPLOYMENT DEDUCTION		150.00	
				730.42
	RGI RENT		30%	219
	UTILITIES			50
TOTAL RENT CHARGED				289
Unit # 405 - ADULT 1	PP	BS/OW STMT	84.44	
	SELF EMPLOYMENT	NOA	772.83	887.27
	BELOW NON-BENEFIT INCOME LIMIT			
	OW	OW STMT/DRUG CARD		264.00
	UTILITIES			43.00
TOTAL RENT CHARGED				297
Unit # 703	Self Employment	NOA	1,459	
	Employment Deduction		75	
				1,384
	RGI RENT		30%	415
	UTILITIES			38
	Cable			39
	Sector Support			12
TOTAL RENT CHARGED				496
Unit # 407 ADULT #1	Self Employment	Letter fr Employer	1,041.67	
			75	988.67
			30%	290.00
	ADULT #2&3	ODSP	DRUG CARD	199.00
	UTILITIES			43
Cable			39	
Sector Support			12	
TOTAL RENT CHARGED				583

Checklist for RGI file (optional)

For each household, the file should contain:

- A chart to keep track of what you have done and when you did it
- The initial RGI application form including:
 - a consent form signed by all people 18 & older
 - a completed income and assets form
 - complete documents to verify income and assets
 - a rental history record
- Documents to verify each member's status in Canada:
 - A completed lease (for a non-profit) or occupancy agreement (for a co-op) signed by every household member 18 or older
 - A written record of any internal review
 - RGI Charge calculation sheet
 - All notices of annual income and asset reviews
 - All completed annual income & asset review forms including proof of income doc
 - All notices of rent changes
 - All correspondence to and from member of households
 - Market re-stay approval documentation

Exemption: If a member of household legitimately feels that they may be at risk if they attempt to obtain documents to verify their income or family composition, the housing provider cannot require the documents. However, this has to be documented in the household file including a support letter from a social agency.

Unit Size: 1A - 1 bedroom apartment, 1T - 2 bedroom townhouse, B - bachelor H - hostel

Household Composition: F3-2 - family of 3 and 2 are children of household, NES - non elderly single, S - Senior, SN - special needs, COH - Child of Household

Eligibility: C - Canadian citizen, PR - Permanent Resident, CR - Claim Refugee

Documents: BS - Bank Statement, PS - Paystubs, SC - Service Canada, NOA - Notice of Assessment, NI - no income.

JARVIS GEORGE CO-OP		May 18, 2016						J02	
Provider's Name		Date of Review						ID#	
		December, 2015				54		6	
		Fiscal year end for RGI Review				Total RGI units		# of units to Review	
Mandate - Does the project have a mandate? (e.g. Seniors)		[Insert Mandate]							
1	Does at least one member of the household fulfil the mandate?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
Housing Projects									
Unit Information		1	2	3	4	5	6	7	8
2	Unit Number	702	802	TH103	406	703	407	/	/
3	Unit Size - 1A, 2A, 3A, 4A, B, H.	3A	3A	3T	2A	1A	2A	/	/
4	Household Composition - F5 - S2 - NES2 - SN1	F3-2	F7-5	F4-3	F4-2	F1	NES3	/	/
5	Is the household overhoused?	N	N	N	N	N	N	/	/
6	If so, has the household been properly notified?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
7	And are the household on the internal transfer list?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
Eligibility - Are all members of the HH eligible to receive RGI									
8	Is there document confirming eligibility for each member of the HH?	N	N	N	N	N	N	/	/
9	What document?	CC	-	-	-	N/A	N/A	/	/
10	If a person's status is not Canadian citizen is it being checked yearly?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
11	Is there evidence that a removal order has become enforceable?	N	N	N	N	N	N	/	/
12	Is at least one member of the HH at least 18 years old?	Y	Y	Y	Y	Y	Y	/	/
13	Is at least one member of the HH able to live independently?	Y	Y	Y	Y	Y	Y	/	/
Lease/Occupancy Agreement									
14	Have all members of the HH over 18 signed the lease?	N	N	N	Y	Y	N	/	/
15	When? (mm/yy)	Aug-98	Jun-01	Sep-11	Jun-08	Feb-98	Mar-05	/	/
Income and Assets									
16	Is the documentation sufficient for each type of income and assets?	N	N	N	Y	Y	Y	/	/
17	Have all member of the HH over 18 signed the consent form?	Y	Y	Y	Y	Y	Y	/	/
Income Testing - Household Member		City Calc'n		HP Calc'n		Variances		18. Is RGI rent calculated correctly?	19. Is the utility/allowance applied correctly?
Unit #	702 RGI RENT	132		132				Y	
Unit #	702 Utilities	50		50					Y
Unit #	802 RGI RENT	219		219				Y	
Unit #	802 Utilities	50		50					Y
Unit #	TH103 RGI RENT	65		269		184		N	
Unit #	TH103 Utilities								Y
INCORRECT OW SCALE USED - DRUG CARD IS FOR ONE PERSON									
Unit #	406 RGI RENT	254		254				Y	
Unit #	406 Utilities	43		40		3			N
Unit #	703 RGI RENT	415		352		63		N	
Unit #	703 Utilities	30		30					Y
HP USED DIFFERENT MONTHLY INCOME									
Unit #	407 RGI RENT	489		549		60		N	
Unit #	407 Utilities	43		43					Y
HP USED DIFFERENT EMPLOYMENT INCOME									
Monthly RGI Rent Calculation									
20	Is the rent charged the same as rent calculated?	N	N	N	Y	Y	Y	/	/
Notification									
21	How was the HH notified of their change in rent?	LETTER	LETTER	LETTER	LETTER	LETTER	LETTER	/	/
22	When?	Jun-15	Apr-13	Oct-15	Oct-15	Oct-15	Oct-15	/	/
23	Was it done correctly?	Y	Y	Y	Y	Y	Y	/	/
24	Was the HH notified of their right to a Review (as applicable)?	Y	Y	Y	Y	Y	Y	/	/
Annual Review and Other									
25	Was income reviewed by the HP at least once in last 12 months?	Y	N	Y	Y	Y	Y	/	/
26	Has the HH been notified of the requirement to obtain income if applicable?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
27	Have they received income?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
Centralized Waiting List									
28	Is the HP using the Centralized Waiting List? (last 5 move-ins / max of 2 yrs)	N/A	N/A	N/A	N/A	N/A	N/A	/	/
Approved In-Situ Units									
29	Is the approval documentation in the file?	N/A	N/A	N/A	N/A	N/A	N/A	/	/
Record Keeping and Protecting Personal Information									
30	Does the household file contain all the required written records?	N	N	N	N	N	N	/	/
31	Is the personal information of the HH protected? How?	Y	Y	Y	Y	Y	Y	/	/
32	Are documents kept in the required order?	N	N	N	N	N	N	/	/
Other Notes									
LETTER REFERS TO HOUSING SERVICE ACT, SHOULD REFER TO HOUSING SERVICES ACT									

Calculations				
Units	Sources of Income	Supporting Documents	Amounts	City Cal'n
Unit # 702	SELF EMPLOYMENT	NOA	590	
	EMPLOYMENT DEDUCTION		150	
				840
			30%	132
				50
				182
Unit # 802	SELF EMPLOYMENT	NOA/T2125	880.42	
	EMPLOYMENT DEDUCTION		150.00	
				738.42
			30%	219
				58
				289
Unit # 406 - ADULT 1	CPP	BS/OW STMT	84.44	
	SELF EMPLOYMENT	NOA	772.83	
	BELOW NON-BENEFIT INCOME LIMIT			857.27
	OW	OW STMT/DRUG CARD		254.00
				43.00
				297
Unit # 703	Employment	NOA	1,459	
	Employment Deduction		75	
				1,384
			30%	415
				30
				39
				12
				496
Unit # 407 ADULT #1	Self Employment	Letter fr Employer	1,041.67	
			75	
				968.67
			30%	290.00
				198.00
				489
				43
				39
				12
				583
Checklist for RGI file (optional)				
For each household, the file should contain:				
A chart to keep track of what you have done and when you did it				
The usual RGI application form including:				
- a consent form signed by all people in the household 16 & older				
- a completed income and assets form				
- complete documents to verify income and assets				
- a rental history record				
Documents to verify each member's status in Canada				
A completed lease (for a non-profit) or occupancy agreement (for a co-op) signed by every household member 16 or older				
A written record of any internal review				
RGI Charge calculation sheet				
At notices of annual income and asset reviews				
At completed annual income & asset review forms including proof of income doc				
At notices of rent changes				
At correspondence to and from member of households.				
Market in situ approval documentation				
Exception: If a member of household legitimately feels that they may be at risk if they attempt to obtain documents to verify their income or family composition, the housing provider cannot require the documents. However, this has to be documented in the household file including a support letter from a social agency.				
Unit Size: 1A - 1 bedroom apartment; 2T - 2 bedroom townhouse B - bach; or H - hostel				
Household Composition: FJ-2 - family of 3 and 2 are children of household; NES - non elderly single; S - Senior; SN - special needs; COH - Child of Household				
Eligibility: CC - Canadian Citizen; PR - Permanent Resident; CR - Claim R - refugee				
Documents: BS - Bank Statement; P - Paystubs; SC - Service Canada; NOA - Notice of Assessment; NI - no income;				

Updated Subsidy Rent- Roll- May 18/16

Unit	Subsidy	market	Unit Type	
101	\$ 266.00	\$ 1,204.00	2 bedroom Townhouse	
102	\$ 584.00	\$ 1,204.00	2 bedroom Townhouse	
103	\$ 471.00	\$ 1,437.00	3 bedroom Townhouse	
301	\$ 157.00	\$ 995.00	1 bedroom Apartment large	
302	\$ 582.00	\$ 1,320.00	3 bedroom Apartment	
306	\$ 489.00	\$ 1,176.00	2 bedroom Apartment	
318	\$ 567.00	\$ 1,130.00	2 bedroom Townhouse	
320	\$ 431.00	\$ 1,437.00	3 bedroom Townhouse	
402	\$ 625.00	\$ 1,398.00	3 bedroom Apartment	
404	\$ 671.00	\$ 1,103.00	2 bedroom Apartment	
405	\$ 423.00	\$ 874.00	1 bedroom Apartment-jr	
406	\$ 345.00	\$ 1,176.00	2 bedroom Apartment	
308	\$ 566.00	\$ 1,103.00	2 bedroom Apartment	
407	\$ 643.00	\$ 1,210.00	2 bed-accessable	
409	\$ 874.00	\$ 874.00	1 bedroom Apartment	on Market for one year or until inc
410	\$ 785.00	\$ 1,176.00	2 bedroom Apartment	
504	\$ 170.00	\$ 1,176.00	2 bedroom Apartment	
506	\$ 540.00	\$ 1,176.00	2 bedroom Apartment	
507	\$ 527.00	\$ 1,286.00	2 bed-accessable	
509	\$ 181.00	\$ 874.00	1 bedroom Apartment-jr	
601	\$ 945.00	\$ 945.00	1 bedroom Apartment- Large	on market for one year or until inc
512	\$ 693.00	\$ 876.00	1 bedroom Apartment- Large	
602	\$ 349.00	\$ 1,320.00	3 bedroom Apartment	
607	\$ 529.00	\$ 1,210.00	2 bedroom - Accessable	
603	\$ 190.00	\$ 874.00	1 bedroom Apartment- Jr	
610	\$ 447.00	\$ 1,176.00	2 bedroom Apartment	
611	\$ 440.00	\$ 876.00	1 bedroom Apartment	
612	\$ 265.00	\$ 876.00	1 bedroom apartment-Large	
701	\$ 190.00	\$ 876.00	1 bedroom Apartment- Large	
702	\$ 274.00	\$ 1,398.00	3- bedroom apartment	
703	\$ 433.00	\$ 874.00	1 bedroom Apartment-jr	
704	\$ 330.00	\$ 1,176.00	2bedroom- apartment	
705	\$ 338.00	\$ 874.00	1 bedroom-Apartment-jr	
706	\$ 370.00	\$ 1,176.00	2 bedroom Apartment	
707	\$ 929.00	\$ 1,286.00	2 bedroom- Accessable	
711	\$ 605.00	\$ 945.00	1 bedroom apartment-Large	
708	\$ 627.00	\$ 876.00	1 bedroom Apartment-Jr	
801	\$ 499.00	\$ 876.00	1 bedroom Apartment-jr	
802	\$ 411.00	\$ 1,398.00	3 bedroom Apartment	
804	\$ 370.00	\$ 1,103.00	2 bedroom Apartment	
806	\$ 438.00	\$ 1,103.00	2 bedroom Apartment	

807	\$ 181.00	\$	1,210.00	2 bedroom-accessable
902	\$ 363.00	\$	1,320.00	3 bedroom Apartment
904	\$ 848.00	\$	1,176.00	2 bedroom Apartment
907	\$ 920.00	\$	1,286.00	2 bedroom Accessable
911	\$ 181.00	\$	945.00	1 bedroom Apartment Lr
1003	\$ 166.00	\$	874.00	1 bedroom Apartment-jr
1004	\$ 220.00	\$	1,103.00	2 bedroom Apartment
1005	\$ 166.00	\$	874.00	1 bedroom Apartment-jr
1007	\$ 724.00	\$	1,286.00	2 bedroom Accessable
1009	\$ 190.00	\$	876.00	1 bedroom Apartment-jr
1105	\$ 190.00	\$	874.00	1 bedroom Apartment jr
1106	\$ 778.00	\$	1,103.00	2 bedroom Apartment
1107	\$ 203.00	\$	1,210.00	2 bedroom-accessable

ome changes (January /16)

ome changes (Jan/16)

Attachment 6

Project Targeting plan: Total of 107 units, Min. 50 RGI, min. 32 market, 8 modified, partial mandate for 5 units to people with HIV Aids (as per updated PIF form signed by Veronique in January 2016).


Allegations made by: Michael Cobb, Board Member unit 609 (e-mail of July 13, 2016):



Allegation	Individuals involved in allegation	In/out of scope for investigation	Supporting comments/Documentation	Proposed Action
<p>1. fast tracking of friends and relatives into subsidized and market units.</p>	<p>Fred Asamoah, Board President</p> <p>Veronique McLean, Property Manager</p>	<p>In scope – directly related to RGI administration compliance with the prescribed targeting plan and filling of vacant RGI units.</p>	<p>Michael Cobb indicates that his brothers Johnny and Pascal moved into unit 904 within a month. We do not know if this was a market unit or not.</p> <p>Michael alleges that unit 1005 – Latisha was brought into the building by the Board President nearly 10 years ago. A recent rent roll from an RGI file review conducted by our finance team in May 2016 reveals that this is an RGI household.</p> <p>Housing Connections Offer Reports on G drive indicate as follows:</p> <p>2012 - No offers made. 2013 – No offers made 2014 – No offers made 2015 – No Offers made</p> <p>RGI File review conducted by Finance team on May 18, 2016 of the following RGI units:</p>	<p>Review all of the following files:</p> <p>302, 1005 (highlighted in Fraud and Waste Line complaint – see note to left – as per May 2016 Rent roll these are RGI files).</p> <p>Review the following files in detail to determine history of unit turnover not just present occupant:</p> <p>102 – This unit is not listed, but in 2014 we received screen captures that this RGI unit was advertised for rent. When the person who wanted to rent it was not provided with</p>

			<p>702, 802, TH103, 406, 703, 407 – all units had Lease agreements dating prior to 2012 in line with no offers from H.C wait list since 2012.</p> <p>Allegations made regarding specific units:</p> <p>404, 401, 411, 302, 1005, 503, 906, 910, 912, 904. – of the alleged units noted only the following are RGI as reflecting in a May 2016 rent roll obtained when we conducted an RGI file review:</p> <p>302, 404, 904, and 1005.</p> <p>There is a complaint on file in our 2014 records on the G drive from Howard Hill to TCHC that was forwarded to us regarding the subletting of unit 102 which also contained screen shot depicting the unit.</p> <p>Unit activity as per AIR's:</p> <p><u>2006</u>: RGI: 50-54, Market: 56-50, 104 units occupied at fiscal year end, 3 market units vacant.</p>	<p>receipts the complaint came to us. Ultimately the member was confronted and vacated the unit. As of the May 2016 rent roll this townhouse is still RGI, but there has been no activity from the Centralised waiting list since 2012.</p> <p>401 404 411 501 503 701 702 – this unit was reviewed during RGI file review but there were 2 children of the household who had not signed the lease – This is alleged to be the President's unit and his children have not signed the lease. I spoke to IVY regarding her notes from the RGI file review and there was</p>
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Handwritten scribbles and markings at the bottom of the page.


			<p><u>2007:</u> RGI: 54-51, Market: 53-55, 106 units occupied at fiscal year end, 1 vacant RGI unit.</p> <p><u>2008:</u> RGI: 53-53, Market: 54-53, total of 106 occupied units at year end, 1 vacant market unit. ** 2 household's obtained RGI from end of December 2007 to end of January 2008.</p> <p><u>2009:</u> RGI: 50-53, Market; 55-52, 105 occupied units at year end, 1 vacant market, 1 vacant RGI. ** 2 RGI households lost RGI from end of December 2008 to end of January 2008.</p> <p><u>2010:</u> RGI: 54-53, Market: 53-54, 107 units occupied at fiscal year end. ** 1 RGI vacancy was filled from end of Decmber 2009 to end of January 2010.</p> <p><u>2011:</u> RGI: 51-54, Market: 55-52, 106 units occupied at year end, 1 vacant market unit. ** 2 RGI households lost RGI from end of December 2010 to end of January 2011.</p>	<p>also a note that the lease did not reflect the current occupants. We need to review this file more closely.</p> <p>803 904 906 910 912 914</p> <p>Obtain their written policy for filling market units and compare this to market units that have been filled in the last 10 years. We should take a sample of market household housed across the ten year 10 span to compare for any irregularities in the process followed.</p> <p>We should review all LOE Decision made in the last 10 years. We should be clear on how many people</p>
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			<p>2012: RGI: 54-54, Market: 52-51, 105 units occupied at year end, 2 vacant market units. ** 1 household received RGI in the 2012 for 3 months , but no offers recorded through Housing Connections offer report AND BOB REJECTED IN-SITU:</p> <p style="text-align: center;">HOUSE </p> <p style="text-align: center;">In Situ Market Application Adilipoi</p> <p>2013: RGI: RGI: 54-54, Market: 53-53, 107 units occupied at year end. ** 1 household lost RGI in the 2013 and 1 household received RGI , but no offers recorded through Housing Connections offer report and Bob did not approve and IN-Situ Market to RGI. The household that lost could have been due to LOE – SHU received an LOE from Jarvis George that was reversed. The only other possibilities in accordance with the targeting plan are:</p> <p>1) a modified unit received RGI; or 2) it might relate to the 5 partial mandate for HIV Aids households.</p>	<p>were issued Notices for LOE. As far as our LOE files go I have seen 2:</p> <p>2012 – No Requests for Reivew Received.</p> <p>2013: - 1 - Samuda – see court cases cited in my table below in this document. Mark was the Chiar – he issued a conditional decision for her to provide outstanding documents. They were received and so we reversed the LOE. Ultimately she lost her membership and was evicted for arrears. She has made attempts to appeal all of which failed as several judges found her case to not have sufficient merits for success.</p> <p>2014: none</p> <p>2015: S. Nugent – I e-mailed Veronique</p>
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			<p>2014: RGI: 54-53, Market: 53-53, 106 units occupied at year end, 1 market vacant unit. **4 2-bedroom households lost RGI, 2 2 bedroom household received RGI, 1 3-bedroom household received RGI. Numbers as recorded are not clear and Bob did not approve and IN-Situ Market to RGI. No offers recorded through Housing Connections offer reports. NO LOE request for review received at SHU. Possible unit transfer from 2 bedroom RGI to 3-bedroom RGI. The only other possibilities in accordance with the targeting plan are:</p> <p>1) a modified unit received RGI; or 2) it might relate to the 5 partial mandate for HIV Aids households.</p> <p>2015: AIR is still outstanding and has not been submitted.</p>	<p>declining second request for extension requested by H.P.</p> <p> HP letter_LOE RESCINDED.pdf</p> <p> Email from Marta re decline of HP extent - LOE was rescinded by H.P.</p> <p>2016: S. Nugent came back as an LOE - Collette was Chair - conditional decision issued to January 2017.</p>
<p>2. Superseded Board of Directors decisions and unanimous votes to protect friends and relatives living in the building</p>	<p>Fred Asamoah, Board President</p>	<p>In scope - Board Governance</p>		<p>Obtain Board composition records dating back 10 years.</p> <p>Review Board minutes for at least the last 10 years. Recording the members present,</p>

				and changes to Board composition, and those absent at each meeting and any decisions voted on.
3. Advising Property Manager not to Enforce Co-op By-laws	Fred Asamoah, Board President	Out of scope – the Co-op's bylaws are not directly related to RGI Administration		No initial action
4. Advising Property Manager to thwart attempts of member access to information regarding Membership Application protocol and information	Fred Asamoah, Board President	Out of Scope	Broad generalisation date of request(s) and responses provided not contained in e-mail allegation	No initial action
5. Stalling Evictions of friends and closely connected to the Board President also effecting the financial position of the building/corporation.	Fred Asamoah, Board President Veronique McLean, Property Manager	Evictions of Market tenants are out of scope – evictions of RGI households are in scope	<p>Micahel claims that in January the Board voted to evict 6 units, but only 1 letter has gone out to date. The allegation is that all but 1 are friends of the Board president - cited in context as (Senuta) being the one who is not friends of the Board President.</p> <p>A search of Canlii only found one case related to an RGI member eviction. No other cases brought by Jarvis-George for evictions of members were found to be cited in the various Courts or tribunals such as LTB which now have jurisdiction for Co-op evictions covered in</p>	Review Maintenance Committee minutes and supporting documentation for all households– in particular January 2016 minutes.

			<p>Ontario. here is the only case that is found:</p> <p> </p> <p>2016oncaSamuda v. Jarvis Georgepdf. pd 2014onsc - Jarvis-George v Sam</p> <p>Bob also had detailed notes to file in the G drive under Jarvis-George's 2011 archived folder regarding Ms. Samuda as well as 2013</p> <p>There is e-mail Correspondence with the tenant referred to as Nimo Bob attended a meeting with Councillor Wong-Tam in 2013 regarding Nimo wanting an RGI subsidy and having diabetes was noted in one of her e-mails.</p> <p>There are e-mail correspondence records for the following members who contacted out office with various complaints including the board and management –</p> <p>2014 – Tricia Benett 2013 – Nimo Gulleid 2013 & 2011 - Samunda</p>	
6. Letter of Termination without prejudice	Fred Asamoah, Board President	Out of Scope – employment issue has		Initially this is out of scope – however, if a

<p>prepared by property Manager for signature by Board President and Michael Cobb dated Feb. 28, 2016</p>	<p>Veronique McLean, Property Manager</p>	<p>nothing to do with RGI.</p>		<p>review of documentation supports a finding of procedural inaccuracy in a number of areas falling within the purview of the Property manager's role, then it may become important to have two people from our office interview her to ask her additional detailed questions</p>
<p>7. The Board is comprised of 5 members instead of 7 as required by the by-laws. One position is vacant, and the other board member has not been to a meeting in over a year.</p>			<p>The current list of Board of Director that we have was obtained in connection with the RGI file review:</p>  <p>BOD.PDF</p> <p>There are 7 Board of Directors Listed.</p>	<p>We should Obtain a current list of the Board of Directors as well as all past Records of Board member composition for the last 10 years.</p> <p>We should review the Board minutes going back 10 years to determine who is present or consistently absent from Board meetings based on the relevant Board composition. We should also obtain a copy of the</p>

				By-laws related to the election of new Board members, how many members are required to constitute the Board, as well as how many are required for Quorum.
8. Micahel and Jordan Stone, President of the Maintenance Committee allegedly brought forward the above concerns to the Board President and Property Manager and had threats made against hem that were reported to Police.	Fred Asamoah, Board President	Out of scope –partially in scope - Police are allegedly investigating so threats are not at this time substantiated – however we have documentation recorded related to Orders to comply issued by MLS inspectors –as Service manager this is within our purview to ensure the project is operating in accordance with all required standards – especially related to the maintenance of the building .	A date not provided, Police badge number /and or name also not provided. What we have on file: e-mail from Bob to Veronique in 2015 explaining he received a call from Mr. Manzural Hoque, an inspector with MLS. He explained that he was calling about an Order to Comply that had been issued to Jarvis-George Co-op regarding the living room floor in unit 402.	We should review all paper work related to Orders to comply in the last 10 years.
9. the Property Manager has divulged personal information to members of the building outside of the Board room.	Veronique McLean, Property Manager	At this point out of scope – nothing has been provided in support of this	Various remarks about various household made in e-mail by Michael but there is no indication of who such comments were told to by the Property manager – hearsay	No initial action

		allegation to raise further investigation.	in nature – no names of other individuals who can confirm being told personal information about other members was contained in the allegations.	
10. No Membership committee has been in place for several years and no one knows who is being accepted as members. Allegedly the Property manager advised that legally the Co-op cannot have a membership committee since the "City took over the building" Mr. Cobb states that he is not sure if this is true or not.			No By-laws are referenced by Michael related to the membership committee.	Review By-laws related to membership Committee and review what the past and current practice is for vetting membership.

Questions that remain unanswered but are material to the allegations not above:

1. How many years has Michael Cobb been on the Board and why is he coming forward at this point in time with these allegations? It would appear that he remains a current Board member. He also does not appear to be well informed of the Co-op's specific bylaws as none are cited in connection to his allegations.

Mr. Cobb states that he has been on the board for "a few years" and sits on the maintenance committee which the Board President also is on. He does not provide any explanation as to when it came to his attention that the Board President and Property Manager are allegedly protecting several friends and relatives who live in the building.

Jordan Stone alleges in his communication that Mr. Cobb was offered a unit but declined. Mr. Cobb does not mention this in connection with his allegation of inappropriate filling of units. It seems odd that he would not mention this since it supports his allegation of filling RGI vacancies without following the proper processes.

Allegations made by Jordan Stone, President of the Maintenance Committee (e-mail dated July 15, 2016):

Allegation	Individuals involved in allegation	In/out of scope for Investigation	Supporting comments/Documentation	Proposed Action
<p>1. The majority of new members who have taken up residence in market and RGI units have not come in thru the proper channels – Centralised Wait List or Internal Waiting List.</p>	<p>Fred Asamoah, Board President Veronique McLean, Property Manager</p>	<p>In scope</p>	<p>No offers since 2012 through Housing Connection offer reports as noted above. Subletting of unit 102 – May 2016 Rent roll shows 102 still RGI household. Irregularities reporting in AIR's from 2008 to 2014 as noted above.</p>	<p>Same steps proposed as in above table for the same issue.</p>
<p>2. No proper Membership Committee active in almost ten years. All attempts to discuss pre authorised move in tenants have been denied by Veronique for the last few years. When the current President was elected the Membership committee was disbanded. Other Board members have also tried to re-instate the Membership committee and all effort have been thwarted by Veronique.</p>		<p>In scope – precondition to filling of RGI units.</p>	<p>No specific dates, e-mail requests, written requests, reference to Board meetings where requests were made are contained in the e-mail allegations.</p> <p>Jordan states that he knows that the Membership committee was disbanded because he was on the Committee and they were not provided with any reasons.</p>	<p>Same steps proposed as in above table for the same issue.</p>

<p>3. Jordan was asked to be on the Board without an election by Veronique. She stated a by-law permits this. He agreed and then after a few months with no Board meetings he told her he didn't want to be on the Board anymore.</p>		<p>In scope – Board Governance practices</p>	<p>Jordon does not explain why he accepted a position without evidence that it was permitted by the Co-op's bylaws.</p>	<p>Obtain Board composition records dating back 10 years.</p> <p>Review Board minutes for at least the last 10 years. Recording the members present, any changes to members, and those absent at each meeting and any decisions voted on.</p>
<p>4. Breach of Confidentiality related to other members in the building</p>		<p>Out of scope at present – not enough information provided</p>	<p>No specific details were provided in the e-mail correspondence on this point.</p>	<p>No initial action</p>
<p>5. The Board President's immediate family members have a total of 5 and possibly 6 units in the building.</p>		<p>In scope – In proper filling of RGI units</p>	<p>It is alleged as follows:</p> <p>Fred has unit 702 Fred's wife has a unit (not specified) Fred's daughter Grace has a unit (not specified) Fred's second daughter (not name and unit not specified) has a unit Fred's 2 children ages 8 and 10 have unit 804.</p>	<p>Review Rent roll and all alleged units containing family member of the Board president – in particular unit 702 is alleged to be the President's unit. We conducted an RGI file review in May of this year which found missing information in this file. It is a 3 bedroom unit and 2 children of the household had not signed the lease.</p>
<p>6. RGI tenants have lost their RGI without grounds and Jordon</p>		<p>In scope -</p>		<p>Review all notices for LOE for the past 10 years.</p>

believes it is possible that many of those subsidies were given to several of the above noted units or people (family of Fred)				We only have a record of 2 LOE files that have requested reviews to SHU since we began conducting reviews in 2012.
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Marta Chisu

From: Paul Chisholm
Sent: July-27-16 5:16 PM
To: Glenn Courtney; Marta Chisu
Cc: Lindsay MacDougall
Subject: RE: Housing Connection offer Reports for Jarvis George 2005-2011

Glenn,

The good news is that we have scoped out the creation of such a report. We previewed the report today but I don't think this report is ready to put into production.

What is helpful with this type of request for data is to understand the business purpose. In some instances we may not be able to pull a report but may be able to answer the question. As an example we know:

- they filled 12 RGI units through the wait list between May 2004 and August 2007
- no other vacancies were recorded as filled through TAWL for this provider
- 2 units were 1 Bedroom and 10 units were 2 Bedroom;
- No unit was filled twice
- We know who received offers and their rank on the WL

If the question is whether current tenants came through the centralized waiting list then provide us a list of tenants and we can check for the applicant on TAWL.

We are trying to avoid custom IT requests as they are never turned around in 2 day -- typically a matter of weeks. Let Lindsay know what you are trying to answer and we will let you know what we have on file that can help.

Paul

From: Glenn Courtney
Sent: July-27-16 4:13 PM
To: Paul Chisholm
Subject: FW: Housing Connection offer Reports for Jarvis George 2005-2011
Importance: High

Paul:

See below. Is this information available?

Glenn

From: Marta Chisu
Sent: July-27-16 3:30 PM
To: Glenn Courtney
Subject: Housing Connection offer Reports for Jarvis George 2005-2011
Importance: High

Hi Glenn,

Would it be possible for you to request that Housing Connection Offer reports for Jarvis George prior to 2012. As you are aware the reports for 2012 to 2015 indicate that no offers were made.

It would be helpful to have this information for the period of 2005 to 2011 inclusive to complete my understanding of the offers made to households on the Centralised waiting List for Jarvis George Co op.

Can you please see if this request could be expedited so that the offer reports for the above fiscal years are sent to me tomorrow? I appreciate it is short notice, but it is very important information to have prior to my site visit on Friday.

Thank you,

Marta Chisu
Social Housing Consultant

City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
m.chisu@toronto.ca

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Attachment 8³

Marta Chisu

From: Marta Chisu
Sent: July-27-16 2:23 PM
To: 'veronique.mclean@gmail.com'; 'jarvisgeorgecoop@gmail.com'
Subject: Site Visit on Friday July 29, 2016
Attachments: Letter to Jarvis George Co-op- July 27, 2016.pdf

Importance: High

Good Afternoon Veronique,

I hope you're well. Further to our phone conversation yesterday afternoon, please find attached a Notice from our office explaining the intent of my visit on Friday and who will be attending along with me. The notice also addresses the concerns you raised with regard to the privacy of personal information of the co op members and the authority of the Service Manager under the *Housing Services Act*.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Marta Chisu
Social Housing Consultant

City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
mchisu@toronto.ca

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Marta Chisu
Social Housing Consultant

Shelter, Support & Housing Administration
Rob Cressman, Acting General Manager

Social Housing Unit
Maria Varlokostas, Acting Director

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Fax: 416-696-3718
Email: mchisu@toronto.ca
www.toronto.ca

July 27, 2016

Fred Asamoah, Board President c/o
Veronique McLean, Property Manager
Jarvis George Co-operative
279 Jarvis
Toronto Ontario M5B 2P2

SENT VIA E-MAIL TO:

Dear Sirs;

RE: Audit or Investigation

Under the provisions of section 82 of the Housing Services Act a service manager may appoint a person to conduct an audit or investigation to ensure that a housing provider is complying with the Act and the regulations. This letter is the notice required under that section of the Act that I, Marta Chisu, *Social Housing Consultant* together with Leif Lahtinen, *Social Housing Consultant* and Ivy Yu, *Senior Financial Analyst* have been appointed to conduct the audit or investigation and intend on attending at the offices of the Co-op on Friday, July 29th at 9:30am for that purpose. The Act requires that the housing provider and its employees and agents shall co-operate in all respects with the auditor or investigator. The only records that are not subject to review are those that are subject to a solicitor-client privilege.

You have raised concerns regarding the privacy of personal information of the Co-op members.

The Co-op and the City of Toronto Service Manager are parties to an RGI Services Agreement under which the Co-op provides rent-g geared-to-income administration services to the City. Under the terms of that agreement the Co-op is required to provide to the City such reports, records, documents and information as may be requested relating to the obligations of the Co-op under that Agreement and its performance thereof. Documents generated, obtained or maintained by the Co-op in the course of providing services pursuant to that Agreement become and remain the property of the City both during and after the term of the Agreement.

Section 169(1) of the Act requires a person providing services with respect to a housing program to comply with the prescribed standards for the collection, use, disclosure and safeguarding of privacy of personal information and for a person's access to his or her personal information.

Section 146 of O. Reg. 367/11 prescribes standards, for the purposes of subsection 169 (1) of the Act, for the collection, use, disclosure and safeguarding of privacy of personal information.

A provider shall not disclose personal information obtained in the course of providing the services described in subsection 169 (1) of the Act except, among other things, if the disclosure is authorized by, or is for the purpose of complying with, the Act or a regulation under the Act. In this case the disclosure is for the purpose of complying with the Co-op's obligation to cooperate with an audit or investigation. Further, authority to provide personal information to the City is provided by section 174 which authorizes each service manager, each delegate under section 17, each housing provider and each person or organization providing services by contract to any of them to share personal information with each other if the personal information was collected under the Act and the information is necessary for the purposes of making decisions under the Act.

There is no requirement under the Act that the person whose personal information is disclosed give any further consent nor to be present at the time their personal information records are reviewed.

At the time that the Co-op acquired an individual's personal information upon an annual review, the Co-op was obliged to ensure that the person was given written notice.

(a) of the purpose or purposes of the collection;

(b) that the information may be shared as necessary for the purpose of making decisions or verifying eligibility for assistance under the Act.

I trust the foregoing is informative of the obligations of the Co-op, the board and the property manager.

Sincerely,



Marta Chisu
Social Housing Consultant

City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
mchisu@toronto.ca

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Marta Chisu

From: Paul Chisholm
Sent: August-09-16 8:36 AM
To: Glenn Courtney
Cc: Lindsay MacDougall; Marta Chisu
Subject: RE: TAWL Audit report

Our records indicate that Veronique McLean last logged into TAWL on September 13, 2013 at 11:47:43 AM.

Paul

From: Glenn Courtney
Sent: August-08-16 3:46 PM
To: Paul Chisholm
Cc: Lindsay MacDougall; Marta Chisu
Subject: RE: TAWL Audit report

Paul:

The only name I am aware of is Veronique McLean.

Thanks

Glenn

From: Paul Chisholm
Sent: August-08-16 8:23 AM
To: Glenn Courtney
Cc: Lindsay MacDougall
Subject: RE: TAWL Audit report

Glenn,

Please have your staff identify the names of potential users at the Jarvis Coop. The names of the staff people that are authorized by the coop to access TAWL. I should be able to get this information from TCH ITS but not sure how easy it would be.

With that information we can review this against a report that tells us last TAWL log in. Essentially this will tell us if they have accessed TAWL. We can tell you how many days since they last logged in and if they did log in we can then request an activity report that will identify all the activity and files accesses during a specific period of time. The second report will take about 2 weeks.

Lindsay is off today so if we can get it for tomorrow she can do the initial assessment.

Paul

From: Lindsay MacDougall
Sent: August-05-16 2:52 PM

To: Paul Chisholm
Subject: TAWL Audit report

Hi Paul,

Glenn wants to know the if Jarvis Coop has used TAWL in the past 12 months, even if they did not use it to list a vacancy or fill a vacancy. Is this info in the TAWL audit report? And do you want to give me access?

Thanks,

Lindsay MacDougall
Business Analyst
SSHA, Housing Connections
City of Toronto
176 Elm Street
Toronto, ON M4T 3M5
416-397-7418
lmacdou@toronto.ca

176 Elm Street
 Toronto ON M5T 3M4
 Phone: (416) 981-6111
 Fax: (416) 981-6112
 www.housingconnections.ca

Housing Connections

Printed on: August 17, 2016

Applicants Using Your Address

Valid Until September 16, 2016

JARVIS GEORGE HOUSING CO-OPERATIVE INC

Development Name - JARVIS GEORGE HOUSING CO-OPERATIVE INC

First Name	Last Name	Preference Date for Current Provider	Date Subsidy Requested for Current Provider
GEORGE	BYFORD	31-Aug-1994	12-Aug-2002
MUNA	AHMED	22-Jan-1996	01-Nov-2013
TIMOTHY	BROWN	28-Sep-2001	09-Jan-2013
GRACE	ASAMOAH	01-Oct-2002	16-Oct-2009
JAKLIN	ADILIPOUR	01-May-2003	16-Feb-2012
PAUL	VAILLANCOURT	01-Nov-2004	25-Jan-2005
NIMO	GULLEID	22-Jul-2008	22-Jul-2008
NDEKENYA BEATRICE	BAKUTEKA	01-Dec-2008	17-Dec-2008
NICOLE	ORMSBY	09-Feb-2010	22-Feb-2010
TYLOR	BELGROVE	05-Mar-2012	17-Apr-2012
MUKHTAR	FUSSIEN	09-May-2013	18-Jul-2013
ALICE	NZANYUMUGISHA	25-Nov-2013	09-Jan-2014
GETACHEW-ENDASHEW	EPHREM	23-Jun-2014	04-Nov-2014

Note:

This is a list of Households at an Eligible status currently living with the above Provider and have listed this Provider as a Housing Choice. We cannot confirm if they are paying Market or RGI rent.

Applicants are not listed in waiting list rank order.

Housing Connections

176 Elm Street
 Toronto ON M5T 3M4
 Phone: (416) 981-6111
 Fax: (416) 981-6112
 www.housingconnections.ca

Printed on: July 24, 2013

Applicants Using Your Address

Valid Until August 23, 2013

JARVIS GEORGE HOUSING CO-OPERATIVE INC

Development Name - JARVIS GEORGE HOUSING CO-OPERATIVE INC

First Name	Last Name	Preference Date for Current Provider	Date Subsidy Requested for Current Provider
GEORGE	BYFORD	31-Aug-1994	12-Aug-2002
LUIS	BLANGO-ACUNA	01-Nov-1999	28-Oct-2011
GRACE	ASAMOAH	01-Oct-2002	16-Oct-2009
MORTEZA	ADILIPOUR	10-Mar-2003	08-Dec-2005
JAKLYN	ADILIPOUR	01-May-2003	10-Feb-2012
JAYNE	HENRIQUEZ	13-May-2003	12-Feb-2010
PAUL	VAILLANCOURT	01-Nov-2004	25-Jan-2005
CARLOS DOMINGO	ARENAS	01-Jun-2008	21-Jul-2008
HIMO	GULLEID	22-Jul-2008	22-Jul-2008
NDEKENYA BEATRICE	BAKUTEKA	01-Dec-2008	17-Dec-2008
PATRICK	TRA-BI	07-Aug-2009	11-Aug-2009
MARIE-SOLANGE	BALOU	15-Dec-2009	15-Dec-2009
ASHA HASHI	ISSF	27-Jan-2010	01-Feb-2010
NICOLE	ORMSBY	09-Feb-2010	22-Feb-2010
REINER	WETZEL	17-Mar-2010	29-Mar-2010
MICHELINE MPUTU	MUKINAY	10-Aug-2010	24-Aug-2010
NADIAH	AL-JADIR	17-Aug-2010	30-Aug-2010
AHMED ABDURAHAMAN	AHMED	25-Oct-2010	25-Oct-2010
RENNIE	RAMKISSOON	08-Feb-2011	16-Feb-2011
RANDALL	GUTIERREZ AIZA	05-May-2011	05-May-2011
TAYLOR	BELGROVE	05-Apr-2012	05-Apr-2012
FRANCETTE	YAPI	14-Mar-2012	02-Apr-2012
SABAE	AL-JADIR	19-Mar-2012	17-Apr-2012

born here

born here

Keshat

High income

High income

World class of people

Western culture

Western culture

Western culture

Western culture

Note: This is a list of Households at an Eligible status currently living with the above Provider and have listed this Provider as a Housing Choice. We cannot confirm if they are paying Market or RGI rent. Applicants are not listed in waiting list rank order.

Housing

Connections

176 Elm Street
 Toronto ON M5T 3M4
 Phone: (416) 981-6111
 Fax: (416) 981-6112
 www.housingconnections.ca

Applicants Using Your Address

August 08, 2012

Valid Until September 07,
2012

JARVIS GEORGE HOUSING CO-OPERATIVE INC

Development Name - JARVIS GEORGE HOUSING CO-OPERATIVE INC

First Name	Last Name	Preference Date for Current Provider	Date Subsidy Requested for Current Provider
------------	-----------	--------------------------------------	---

(1) GEORGE	BYFORD	31-Aug-1994	12-Aug-2002 <i>Income High</i>
(2) LUIS	BLANGO-ACUNA	01-Nov-1999	28-Oct-2011
(3) GRACE	ASAMOAH	01-Oct-2002	16-Oct-2009
(4) MORTEZA	ADILIPOUR	10-Mar-2003	08-Dec-2005
(5) JAKLIN	ADILIPOUR	01-May-2003	16-Feb-2012
(6) JAIME	HENRIQUEZ	13-May-2003	12-Feb-2010
(7) PAUL	VAILLANCOURT	01-Nov-2004	25-Jan-2005
(8) EKWYA	BAEINDA	13-Apr-2005	13-Apr-2005
(9) CARLOS DOMINGO	ARENAS	01-Jun-2008	21-Jul-2008
(10) NIMO	GULLEID	22-Jul-2008	32-Jul-2008
(11) NDEKENYA BEATRICE	BAKUTEKA	01-Dec-2008	17-Dec-2008 <i>Husband & wife</i>
(12) PATRICK	TRA-BI	07-Aug-2009	11-Aug-2009 <i>Income too high</i>
(13) MARIE-SOLANGE	BAEODU	15-Dec-2009	15-Dec-2009
(14) ASHA-HASHI	ISSE	27-Jan-2010	01-Feb-2010
(15) NIGOLE	ORMSBY	09-Feb-2010	22-Feb-2010
(16) REINER	WETZEL	17-Mar-2010	29-Mar-2010
(17) NADIAH	AL-JADIR	17-Aug-2010	30-Aug-2010 <i>Mother's son</i>
(18) AHMED-ABDURAHAMAN	AHMED	25-Oct-2010	25-Oct-2010 <i>Income High</i>
(19) RENNIE	RAMKISSOON	08-Feb-2011	16-Feb-2011 <i>Husband & wife</i>
(20) RANDALL	GUTIERREZ-AIZA	05-May-2011	05-May-2011 <i>Two kids</i>
(21) JOYCELYN KYERAWA	ANKOMAH	26-Jul-2011	26-Jul-2011 <i>Income too high</i>
(22) JOSE KILINDU	MANDAKU	10-Aug-2011	10-Aug-2011
(23) YAPI	BELGROVE	05-Mar-2012	17-Apr-2012
(24) FRANCETTE	YAPI	14-Mar-2012	02-Apr-2012 <i>Income too high</i>

Note: This is a list of Households at an Eligible status currently living with the above Provider and have listed this Provider as a Housing Choice.
 We cannot confirm if they are paying Market or RGI rent.
 Applicants are not listed in waiting list rank order.

Housing Connections

176 Elm Street
 Toronto ON M5T 3M4
 Phone: (416) 981-6111
 Fax: (416) 981-6112
 www.housingconnections.ca

Printed on: July 24, 2013

Applicants Using Your Address

Valid Until August 23, 2013

JARVIS GEORGE HOUSING CO-OPERATIVE INC

13
 Lives with
 Anna
 Two
 bedroom

TIMOTHY	BROWN	09-Jan-2013	09-Jan-2013
AMAL	HUSSEIN	09-May-2013	18-Jul-2013
AMINA	HUSSEIN	09-May-2013	18-Jul-2013
ALIKHAR	HUSSEIN	09-May-2013	18-Jul-2013

Note: This is a list of Households at an Eligible status currently living with the above Provider and have listed this Provider as a Housing Choice.
 We cannot confirm if they are paying Market or RGI rent.
 Applicants are not listed in waiting list rank order.

Marta Chisu

From: Marta Chisu
Sent: August-16-16 3:32 PM
To: 'Jarvis George'
Cc: Glenn Courtney; Leif Lahtinen; Ivy Yu
Subject: FW: Additional Site Visit on August 19, 2016 at 9:00am

Importance: High

Good Afternoon Ms. McLean,

I hope you're well. I was wondering if it would be possible for you to send me the updated RGI rent roll by e mail tomorrow in advance of our return to Jarvis George Thursday morning.

Also, can you please also provide a rent roll for each month of the Co op's 2015 fiscal year.

Please let us know whether you prefer 9:00am or 9:30am for our return to your office on Thursday.

Thank you.

Marta Chisu
Social Housing Consultant

City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
mchisu@toronto.ca

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From: Marta Chisu
Sent: August-12-16 4:04 PM
To: 'Jarvis George'
Cc: Glenn Courtney; Leif Lahtinen; Ivy Yu
Subject: RE: Additional Site Visit on August 19, 2016 at 9:00am

Good Afternoon Ms. McLean,

Thank you for accommodating us yesterday at your office. As we discussed we would like to return next Thursday August 19, 2016 at 9:00am if possible. If 9:00am is too early then we would like to attend for 9:30am. Please let me know.

As we also discussed please to prepare a copy of the current rent roll for all RGI households Please also include the primary person's name on the rent roll. Please also indicate on the rent roll the 3 most recent households to receive RGI.

Thank you,

Marta Chisu
Social Housing Consultant

City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
mchisu@toronto.ca

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From: Jarvis George [<mailto:jarvisgeorgecoop@gmail.com>]
Sent: August-11-16 11:09 AM
To: Marta Chisu
Cc: Glenn Courtney
Subject: Re: Site Visit on August 11, 2016 at 1:30pm

Good Morning Marta Chisu,

I will see you at 1:30 pm today.

Best,

On Thu, Aug 11, 2016 at 10:09 AM, Marta Chisu <mchisu@toronto.ca> wrote:

Good Morning Ms. McLearn,

I am writing to confirm our arrangement with you to come to Jarvis George this afternoon for 1:30pm.

Best Regards,

Subsidy Allocations | Beg: Jan 01, 16 | End: Jan 31, 16 | Type: A

JARVIS-GEORGE HOUSING CO-OP
 SUBSIDY ALLOCATION :
 =====

RGI SUBSIDY ALLOCATION
 =====

101 UNIT TYPE: 2-DT>Town House	974.00
102 UNIT TYPE: 2-CT>Town House	620.00
103 UNIT TYPE: 3-CT>Town House	1,041.00
104 UNIT TYPE: 3-BT>Town House	0.00
301 UNIT TYPE: 1-B (B)	809.00
302 UNIT TYPE: 3-B	939.00
304 UNIT TYPE: 2-E	0.00
306 UNIT TYPE: 2-ER	997.00
308 UNIT TYPE: 2-E	685.00
310 UNIT TYPE: 2-ER	0.00
311 UNIT TYPE: 2-G	0.00
312 UNIT TYPE: 1-J (B)	0.00
316 UNIT TYPE: 2-AT>Town House	0.00
318 UNIT TYPE: 2-BT>Town House	637.00
320 UNIT TYPE: 3-AT>Town House	977.00
401 UNIT TYPE: 1-B (B)	0.00
402 UNIT TYPE: 3-B	537.00
403 UNIT TYPE: 1-F (A)	0.00
404 UNIT TYPE: 2-E	580.00
405 UNIT TYPE: 1-G (A)	346.00
406 UNIT TYPE: 2-ER	896.00
407 UNIT TYPE: 2-HC	643.00
408 UNIT TYPE: 2-E	0.00
409 UNIT TYPE: 1-E (A)	0.00
410 UNIT TYPE: 2-ER	391.00
411 UNIT TYPE: 2-G	0.00
412 UNIT TYPE: 1-J (B)	779.00
501 UNIT TYPE: 1-A (B)	0.00
502 UNIT TYPE: 3-A	0.00
503 UNIT TYPE: 1-F (A)	0.00
504 UNIT TYPE: 2-D	1,010.00
505 UNIT TYPE: 1-G (A)	0.00
506 UNIT TYPE: 2-DR	711.00
507 UNIT TYPE: 2-HC	748.00
508 UNIT TYPE: 2-D	0.00
509 UNIT TYPE: 1-D (A)	684.00
510 UNIT TYPE: 2-DR	0.00
511 UNIT TYPE: 1-K (B)	0.00
512 UNIT TYPE: 1-H (B)	779.00
601 UNIT TYPE: 1-A (B)	0.00
602 UNIT TYPE: 3-A	1,049.00
603 UNIT TYPE: 1-F (A)	735.00
604 UNIT TYPE: 2-D	0.00
605 UNIT TYPE: 1-G (A)	0.00
606 UNIT TYPE: 2-DR	0.00
607 UNIT TYPE: 2-HC	747.00
608 UNIT TYPE: 2-D	0.00
609 UNIT TYPE: 1-D (A)	0.00
610 UNIT TYPE: 2-DR	804.00
611 UNIT TYPE: 1-K (B)	505.00
612 UNIT TYPE: 1-H (B)	755.00

5/1 1990/10/10/HA

701 UNIT TYPE: 1-A (B)	755.00
702 UNIT TYPE: 3-A	1,163.00
703 UNIT TYPE: 1-F (A)	441.00
704 UNIT TYPE: 2-D	846.00
705 UNIT TYPE: 1-G (A)	355.00
706 UNIT TYPE: 2-DR	806.00
707 UNIT TYPE: 2-HC	330.00
708 UNIT TYPE: 2-D	574.00
709 UNIT TYPE: 1-D (A)	0.00
710 UNIT TYPE: 2-DR	0.00
711 UNIT TYPE: 1-K (B)	444.00
712 UNIT TYPE: 1-H (B)	0.00
801 UNIT TYPE: 1-A (B)	446.00
802 UNIT TYPE: 3-A	1,058.00
803 UNIT TYPE: 1-F (A)	512.00
804 UNIT TYPE: 2-D	920.00
805 UNIT TYPE: 1-G (A)	0.00
806 UNIT TYPE: 2-DR	813.00
807 UNIT TYPE: 2-HC	1,083.00
808 UNIT TYPE: 2-D	0.00
809 UNIT TYPE: 1-D (A)	0.00
810 UNIT TYPE: 2-DR	0.00
811 UNIT TYPE: 1-K (B)	0.00
812 UNIT TYPE: 1-H (B)	0.00
901 UNIT TYPE: 1-A (B)	0.00
902 UNIT TYPE: 3-A	1,035.00
903 UNIT TYPE: 1-F (A)	0.00
904 UNIT TYPE: 2-D	0.00
905 UNIT TYPE: 1-G (A)	0.00
906 UNIT TYPE: 2-DR	0.00
907 UNIT TYPE: 2-HC	366.00
908 UNIT TYPE: 2-D	0.00
909 UNIT TYPE: 1-D (A)	0.00
910 UNIT TYPE: 2-DR	0.00
911 UNIT TYPE: 1-K (B)	0.00
912 UNIT TYPE: 1-H (B)	0.00
1001 UNIT TYPE: 1-A (B)	0.00
1002 UNIT TYPE: 2-B	0.00
1003 UNIT TYPE: 1-F (A)	119.00
1004 UNIT TYPE: 2-C	1,000.00
1005 UNIT TYPE: 1-G (A)	708.00
1006 UNIT TYPE: 2-CR	0.00
1007 UNIT TYPE: 2-HC	562.00
1008 UNIT TYPE: 2-C	0.00
1009 UNIT TYPE: 1-C (A)	684.00
1010 UNIT TYPE: 2-F	0.00
1101 UNIT TYPE: 1-A (B)	0.00
1102 UNIT TYPE: 2-A	0.00
1103 UNIT TYPE: 1-F (A)	0.00
1104 UNIT TYPE: 2-C	1,000.00
1105 UNIT TYPE: 1-G (A)	684.00
1106 UNIT TYPE: 2-CR	398.00
1107 UNIT TYPE: 2-HC	1,083.00
1108 UNIT TYPE: 2-C	0.00
1109 UNIT TYPE: 1-C (A)	0.00
1110 UNIT TYPE: 2-F	0.00

Total Subsidies Allocated

38,563.00

Subsidy Adjustments

(14,868.00)

Budgeted Subsidy from City

(36,988.00)

Net RGI Subsidy due to\fr City

(13,293.00)

Marta Chisu

From: Paul Chisholm
Sent: September-06-16 9:52 AM
To: Nadeem Siddiqui; Marta Chisu
Cc: Glenn Courtney; Maria Varlokostas
Subject: RE: CONFIDENTIAL - JARVIS GEORGE

Sensitivity: Confidential

Nadeem,

Thanks to you and your team for pulling this together.

Marta- please note that Carlos Arenas (row 105) accepted a unit at Casa Del Zotto Seniors Apartments (3010 Dufferin Street) as of April 1 2016 so should no longer be listed as a tenant for this building.

Paul

From: Nadeem Siddiqui
Sent: September-02-16 4:10 PM
To: Paul Chisholm; Marta Chisu
Cc: Glenn Courtney; Maria Varlokostas
Subject: RE: CONFIDENTIAL - JARVIS GEORGE
Sensitivity: Confidential

Hi everyone

Please find attached the updated excel. Reply if you require clarification or other information.

Thanks
Nadeem

From: Paul Chisholm
Sent: August-22-16 12:50 PM
To: Marta Chisu
Cc: Glenn Courtney; Maria Varlokostas; Nadeem Siddiqui
Subject: RE: CONFIDENTIAL - JARVIS GEORGE
Sensitivity: Confidential

We have received this and will reformat to remove reference to the investigation and location being reviewed. Staff will undergo a review of TAWL applicants to determine if they have ever applied to Housing Connections and provide the details if they have.

We have set an internal deadline of the end of this week to make sure it is returned to the team in a timely manner.

Paul

From: Marta Chisu
Sent: August-19-16 5:52 PM
To: Paul Chisholm
Cc: Glenn Courtney; Maria Varlokostas
Subject: CONFIDENTIAL - JARVIS GEORGE
Importance: High
Sensitivity: Confidential

Hi Paul,

In connection with the investigation we are doing regarding Jarvis George could you please review the "SUMMARY TAB" of the attached Excel file and run a report to confirm who you have a record of coming from the Centralized Waiting List and the unit and date they accepted offers.

Glenn – when you read this, I have highlighted the 4 RGI households occupied by the President's immediate family members in light blue.

I am away on vacation until Sept. 6, 2016 but if you finish a report sooner than that could you please send it to Glenn as he will be back the week of August 29, 2016.

Thank you,

Marta Chisu
Social Housing Consultant

City of Toronto
Social Housing Unit
365 Bloor St. East
15th Floor
Toronto, ON M4W 3L4

Tel: (416) 338-5786
mchisu@toronto.ca

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Case #	Given Names	DOB	Existing Application on the wait list (Y/N)	FAVL #	Application (Eligibility) Date (month/day/yr)	Application Status (housed, cancelled, eligible, inactive ect)	Last Status Date (month/day/yr)	Household Member count	Household Member Names (separate each name with a semi colon)	Priority (Y/N)	DA Code (Y/N)	Housing Offer Count print screen view attach to Application Report (Y/N)	Application Report Printed (Y/N)	Comments
1	Gayle	Angel Vance	21-Apr-67	yes	911727562	02/27/2007	cancelled	1-Feb-11	1	Gayle Vance	N	N		hang Gater Vance
2	Francis/Tracie	Francis	7-Jul-73	yes	911758263	12/05/2007	cancelled 3 referrals	14-Sep-11	4	FRANCIS DAN ASCR (MITH)	N	N	4 OFFERS, 3 REF, 1 WITH	Francis/Tracie Vance
3	Paula	Paula Sherwin	23-Mar-58	yes	911758267	12/05/2007	cancelled 3 referrals	24-Sep-11	4		N	N	4 OFFERS, 3 REF, 1 WITH	
4	Patricia	Patricia	02-Dec-60	yes	911758263	12/05/2007	cancelled 3 referrals	24-Sep-11	4		N	N	4 OFFERS, 3 REF, 1 WITH	
5	Patricia	Donna	29-Mar-65	yes	911758263	12/05/2007	cancelled 3 referrals	24-Sep-11	4		N	N	4 OFFERS, 3 REF, 1 WITH	
6	Marissa	Oliver	09-Aug-52	yes	911916265	08/08/2013	eligible	11-Aug-14	1	MARISSA OLIVER	N	N	NO OFFERS YET	SAME NAME
7	Anderson	Steve	20-Dec-50	yes	169596018	04/09/1995	cancelled mail return	4-Jan-09	1	ANDERSON STEVE	N	N	NO OFFERS YET	SAME NAME
8	Anderson	Joycelyn K	18-Oct-66	yes	911744286	01/20/2009	inactive unable to mov	17-Jul-15	1	ANDERSON JOYCELYN K	N	N	NO OFFERS	
9	Anderson	Theresa	20-Feb-53	yes	911782243	03/04/2008	cancel no response	1-Jul-13	2	ANDERSON THERESA	N	N	NO OFFERS	SAME NAME
10	Anderson	Kathryn	17-Jul-72	yes	911782243	03/04/2008	cancel no response	1-Jul-13	2	ANDERSON KATHRYN	N	N	NO OFFERS	SAME NAME
11	Blader	Karen	13-12-1954	yes	911621158	08/05/2004	can housed by prov	13-Nov-05	3	BLADER KAREN	N	N	3 OFFER 2 REF 1 WITH	SAME NAME
12	Carroll	Christopher	?	yes	911621158	08/05/2004	can housed by prov	13-Nov-05	1		N	N	3 OFFER 2 REF 1 WITH	SAME NAME
13	Carroll	Christina	?	yes	911621158	08/05/2004	can housed by prov	13-Nov-05	2		N	N	3 OFFER 2 REF 1 WITH	SAME NAME
14	Chambers	Therese	01-12-1975	yes	911724452	11/15/2006	housed	8-Aug-07	2	CHAMBERS THERESA	N	N	1 offer 2 not accepted	SAME NAME
15	Chambers	Stephanie Bina	03-13-2004	yes	911724452	11/15/2006	housed	8-Aug-07	2		N	N	1 offer 2 not accepted	SAME NAME
16	Chambers	Orin	Sept 27 1954	yes	148148	10/21/1998	housed	2-Jun-06	4	Chambers Orin	N	N	1 offer accepted	SAME NAME
17	Chambers	Alex	Jul 29 1965	yes	148148	10/21/1998	housed	2-Jun-06	4	Chambers Alex	N	N	1 offer accepted	SAME NAME
18	Chambers	Therese	Jan 27 1957	yes	148148	10/21/1998	housed	2-Jun-06	4	Chambers Therese	N	N	1 offer accepted	SAME NAME
19	Chambers	Sam	Oct 22 2001	yes	148148	10/21/1998	housed	2-Jun-06	4	Chambers Sam	N	N	1 offer accepted	SAME NAME
20	Chambers	Mananand	Sept 11 1972	yes	911678804	11/19/2004	housed	19-Aug-05	2	Chambers Mananand	N	N	1 offer accepted	SAME NAME
21	Chambers	Bonnie Lynn	Mar 15 1989	yes	911783089	10/10/2008	cancelled mail return	1-Jul-11	1		N	N	NO OFFERS	
22	Chambers	Grace	Aug 4 1985	yes	911745345	10/01/2002	eligible	6-Jul-14	1	SAME	N	N	NO OFFERS	SAME NAME
23	Chambers	Scott	Oct 12 1959	yes	91193409	06/27/2014	cancelled	1-Jan-15	1	SAME	N	N	no offers	SAME
24	Chambers	Adam	April 26 1961	yes	911793068	12/01/1996	cancelled	1-Jul-13	1	SAME	N	N	no offers	SAME
25	Chambers	William	March 9 1949	yes	911941229	08/01/2014	eligible	13-Nov-13	1	SAME	N	N	NO OFFERS	SAME
26	Chambers	Amya	Sept 14 1991	yes	74630	05/28/2013	eligible	29-Oct-13	1	SAME	N	N	no offers	SAME
27	Chambers	Harsh	Sept 18 1996	yes	74630	05/28/2013	eligible	10-Aug-14	1	SAME	N	N	no offers	SAME
28	Chambers	Coleen	Sept 9 1973	yes	911712308	02/06/2006	housed	1-Feb-07	2	Chambers Coleen	N	N	1 offer accepted	SAME
29	Chambers	Lynette	26-Mar-45	yes	911950750	03/19/2005	eligible	14-Oct-15	1	SAME	N	N	no offers	SAME
30	Chambers	Mona	Nov 27 1965	yes	200193056	01/22/1996	eligible	25-Aug-16	4	SAME	N	N	no offers	
31	Chambers	Ahmed	Jan 1 1995	yes	200193056	01/22/1996	eligible	25-Aug-16	4	SAME	N	N	no offers	
32	Chambers	Khaid	Feb 1 2000	yes	200193056	01/22/1996	eligible	25-Aug-16	4	SAME	N	N	no offers	
33	Chambers	Anas	15-May-03	yes	200193056	01/22/1996	eligible	25-Aug-16	4	SAME	N	N	no offers	
34	Chambers	Don Anwar	June 3 1967	yes	911981733	01/11/2005	can housed by prov	15-Jul-05	1	SAME	N	N	3 offers withdrawn	SAME
35	Chambers	Abdullah	09-Jul-62	yes	127415	06/03/1998	cancel no response	27-Dec-01	1	SAME	N	N	no offers	SAME
36	Chambers	Fumairo	Jan 8 1979	yes	90195104	01/18/2006	can homeless	1-Dec-13	2	SAME	N	N	1 offer withdrawn	SAME
37	Chambers	Amya	Jan 14 1991	yes	90195104	01/18/2006	can homeless	1-Dec-13	2	SAME	N	N	1 offer withdrawn	SAME
38	Chambers	Adam	27-Nov-67	yes	911712308	05/11/2003	eligible	26-May-15	1	SAME	N	N	no offers	SAME

THIS AGREEMENT made in duplicate this 1st day of July,

2002 BETWEEN:

CITY OF TORONTO
(hereinafter called the "City")

-and-

Jarvis George Housing Co-Operative Inc.

(hereinafter called the "Housing Provider")



WITNESSES THAT:

WHEREAS the City has been designated the service manager for the City of Toronto for the purposes of the *Social Housing Reform Act, 2000* and regulations thereunder;

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AND WHEREAS a service manager is permitted to enter into an agreement with another person providing for that person to perform all or some of the duties or exercise all or some of the powers of the service manager under the *Social Housing Reform Act, 2000* and regulations thereunder;

AND WHEREAS the City and the Housing Provider wish to enter into an agreement with respect to certain duties and powers of the City under the *Social Housing Reform Act, 2000* and regulations thereunder;

IN CONSIDERATION OF the sum of ten dollars paid by each party to the other and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Housing Provider hereby agree as follows:

1. INTERPRETATION

1.1 In this Agreement and all Schedules forming part thereof, the following terms shall have the following respective meanings:

- (a) "City Guidelines" means all guidelines and directives of the City relating to the provision of services under this Agreement, as same may be amended or replaced from time to time;
- (b) "Commissioner" means the commissioner of the City's Community and Neighbourhood Services Department, and includes his or her designate or successor, if any;

- (c) "Eligible Tenant" means a tenant of the Housing Provider or if the Housing Provider is a non-profit housing co-operative, a member or tenant of the Housing Provider, who has been determined to be eligible to receive rent-geared-to-income assistance under the Housing Legislation and includes, as appropriate, members of his or her household;
- (d) "Housing Connections" means Toronto Social Housing Connections, being the department of the Toronto Community Housing Corporation which manages the centralized waiting list system in the City of Toronto and includes any successor thereof;
- (e) "Housing Legislation" means the *Social Housing Reform Act, 2000* and regulations thereunder, as same may be amended or replaced from time to time; and
- (f) "MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* and regulations thereunder, as same may be amended or replaced from time to time.

1.2 Any word or phrase used in this Agreement which is defined in the Housing Legislation shall have the same meaning as set out in the Housing Legislation.

1.3 In this Agreement, words in or implying the singular include the plural and *vice versa*, and words having gender include all genders.

1.4 The insertion of headings and the division of this Agreement into articles and subdivisions is for convenience of reference only and shall not affect the interpretation of this Agreement.

1.5 Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labeled provision of this Agreement.

1.6 The following Schedule forms part of this Agreement:

- (a) Schedule "A": Directive Number: 2001-02

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include said Schedule.

1.7 This Agreement and the Schedule incorporated into it by reference constitute the entire agreement between the parties with respect to the subject matter thereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.8 This Agreement applies to all rent-geared-to-income units owned and operated by the Housing Provider which are subject to the Housing Legislation.

2. TERM

2.1 This Agreement shall commence on July 1, 2002 and shall continue until it is terminated in accordance with subsection 2.2, 2.3 or 2.5, whichever is earlier.

2.2 Either party to this Agreement may, at any time, without penalty or cause, terminate this Agreement by giving a minimum of 120 days prior written notice to the other party.

2.3 If, in the opinion of the Commissioner, the Housing Provider is in breach of this Agreement and the Housing Provider fails to remedy such breach within thirty days after written notice of the breach is given to the Housing Provider by the Commissioner, the City may terminate this Agreement at any time after the expiry of the thirty-day notice period by giving written notice of termination to the Housing Provider.

2.4 If notice has been given under subsection 2.3, the Commissioner, in his sole discretion, may extend the notice period if, in the Commissioner's opinion, the Housing Provider is taking all steps necessary to remedy the breach.

2.5 Notwithstanding subsections 2.3 and 2.4, in the event of an emergency as determined by the Commissioner, acting reasonably, the City may terminate this Agreement by giving less than thirty days notice.

2.6 The parties agree that nothing in this Agreement affects the treatment of a breach which is a triggering event as set out in the Housing Legislation.

2.7 In the event notice is given under subsection 2.2 or 2.3, the Housing Provider shall, during the notice period, provide only those services which the Commissioner determines are reasonably required to complete the services in progress.

2.8 Upon termination of this Agreement for any reason, the Housing Provider shall forthwith provide to the Commissioner all original records, reports and other documents relating to this Agreement which are in its possession.

3. OBLIGATIONS OF THE PARTIES

3.1 During the term of this Agreement, the Housing Provider shall, with respect to the rent-geared-to-income units owned and operated by the Housing Provider, with all due diligence, in a professional and competent manner, and in accordance with the Housing Legislation, City Guidelines and any local eligibility rules established by the City,

- (a) determine whether a person referred to the Housing Provider by Housing Connections is eligible to receive rent-geared-to-income assistance;
- (b) determine the amount of geared-to-income rent payable by an Eligible Tenant;
- (c) determine upon the commencement of a tenancy and at least once per year thereafter, the size and type of unit for which the Eligible Tenant is eligible;
- (d) receive and review information provided by an Eligible Tenant from time to time to determine if he or she remains eligible to receive rent-geared-to-income assistance and if so, the amount of rent-geared-to-income assistance for which he or she is eligible;
- (e) review, at least once per year, the eligibility of an Eligible Tenant to determine if he or she remains eligible to receive rent-geared-to-income assistance and if a finding of eligibility is made, the amount of rent-geared-to-income assistance for which he or she is eligible;
- (f) make its best efforts to obtain reimbursement of the excess amount of rent-geared-to-income assistance provided to an Eligible Tenant, if any, in the event the Housing Provider determines that an Eligible Tenant has paid less geared-to-income rent for a period than he or she should have paid;
- (g) provide any and all notice to Eligible Tenants as required by the Housing Legislation;
- (h) receive requests for internal reviews from Eligible Tenants and conduct such internal reviews in accordance with the Housing Legislation;
- (i) take all reasonable steps to ensure that Eligible Tenants are advised of and comply with relevant provisions of the Housing Legislation and the City Guidelines;
- (j) implement all requirements related to matters subject to this Agreement which are contained in the City Guidelines, amendments thereto and in any local eligibility rules established by the City within 90 days of receipt of the City Guidelines, amendments or notice of the local eligibility rules from the City;
- (k) assign a representative of the Housing Provider to act as a liaison with City staff for the purposes of this Agreement;

- (l) co-operate and work with City staff to evaluate the services which the Housing Provider provides pursuant to this Agreement;
- (m) maintain an adequate and appropriate administrative organizational structure sufficient to discharge its obligations pursuant to this Agreement; and
- (n) supply, provide and perform any other services required to fulfil its obligations under this Agreement

3.2 During the term of this Agreement, the City shall,

- (a) provide to the Housing Provider a copy of the City Guidelines, including any amendments which may be made from time to time;
- (b) advise the Housing Provider of any local eligibility rules established by the City and of any amendments to such rules which may be made from time to time;
- (c) assign City staff to act as a liaison with the Housing Provider for the purposes of this Agreement; and
- (d) co-operate and work with the Housing Provider to evaluate the services the City provides under this Agreement.

4. THE HOUSING PROVIDER'S STATUS

4.1 The Housing Provider acknowledges that pursuant to the Housing Legislation, it shall be deemed to be acting on the City's behalf in fulfilling its obligations under this Agreement and as a result, the Housing Provider shall, in carrying out services under this Agreement, ensure that any person (including but not limited to the employees and volunteers of the Housing Provider) providing services under this Agreement shall:

- (a) act with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the Commissioner, acting reasonably;
- (b) comply with all directions of the Commissioner, acting reasonably;
- (c) refrain from making representations on behalf of the City which are beyond the scope of this Agreement; and
- (d) refrain from entering into agreements on behalf of the City or represent in any manner whatsoever that he or she has authority to do so.

4.2 The Housing Provider represents and warrants that it has the experience, skilled personnel and management and knowledge necessary to administer and discharge its

obligations under this Agreement with due diligence and in a professional and competent manner.

5. TRAINING

5.1 The City shall, from time to time, provide training programs with respect to eligibility for rent-geared-to-income assistance, the calculation of rent-geared-to-income assistance and other issues which relate to this Agreement.

5.2 The Housing Provider shall ensure that all current staff who are involved in the provision of services under this Agreement complete the training program referred to in subsection 5.1 by April 30, 2003, and once every 18 months thereafter.

5.3 The Housing Provider shall ensure that any new staff which are to be involved in the provision of services under this Agreement complete the training program referred to in subsection 5.1 within three months of the commencement of their employment with the Housing Provider or such longer period as approved by the Commissioner and once every 18 months thereafter.

5.4 The Commissioner may approve other persons or organizations to provide the training required pursuant to this article and in the event the City does so, staff of the Housing Provider may complete the training programs offered by the other providers rather than the programs offered by the City.

5.5 For the purposes of article 5, staff of the Housing Provider include 8 employees of an organization with whom the Housing Provider has entered into an agreement if they are involved in the provision of services under this Agreement.

6. REPORTS

6.1 The Housing Provider shall at all times during the term of this Agreement and for a period of seven years after its termination, maintain full and complete records of all applications, reviews, notices, agreements, undertakings, documents and information in any form, whether printed, on film or recorded by electronic means or otherwise, which it generates or obtains in respect of the services provided by the Housing Provider under this Agreement.

6.2 The Housing Provider shall provide to the City such reports, records, documents and information as the Commissioner may request relating to the obligations of the Housing Provider under this Agreement and its performance thereof.

6.3 The reports referred to in subsection 6.1 shall be provided at such times and be in such form and contain such content as is required by the Commissioner, acting reasonably.

6.4 The Housing Provider acknowledges and agrees that all reports referred to in this article and any other reports or other documents generated, obtained or maintained by the Housing Provider in the course of providing services pursuant to this Agreement become and remain the property of the City both during and after the term of this Agreement.

6.5 The Housing Provider acknowledges that failure to submit the reports required in accordance with subsection 6.2 may, at the City's sole discretion, result in the termination of this Agreement.

6.6 The Housing Provider shall keep all reports, records, documents and information obtained, generated or maintained in relation to this Agreement in a file separate from its other records.

6.7 During the term of this Agreement and for a period of seven years after its termination, the Housing Provider shall ensure that all reports, records, documents and information obtained, generated or maintained in relation to this Agreement are made available to the City for inspection and copying at all reasonable times as requested or required by the Commissioner.

7. CONFIDENTIALITY

7.1 The Housing Provider, its officers, agents and employees shall treat all information, which is obtained by it through its performance under this Agreement, as confidential and shall not disclose same, other than in accordance with this Agreement, without the prior written approval of the City.

7.2 The Housing Provider shall ensure that only those persons who require information for the purpose of fulfilling the obligations of the Housing Provider under this Agreement shall have access to the information referred to in subsection 7.1.

7.3 The Housing Provider shall maintain the physical security of all data, information, reports, materials or other documents relating to this Agreement notwithstanding the medium in which such data, information, reports, materials or other documents are received or stored (including facsimile transmission).

7.4 The collection, use and disclosure of information by the City shall be governed by MFIPPA.

8. OBSERVANCE OF THE LAW

8.1 The Housing Provider shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws including but not limited to the Housing Legislation, the *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, the *Tenant Protection Act*, the *Co-operative Corporations Act* and the *Workplace Safety and Insurance Act*.

8.2 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

9. INDEMNITY

9.1 The Housing Provider shall at all times indemnify and save harmless the City of Toronto, its officers, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings (third party claims) whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City Indemnitees, or of the Housing Provider) directly or indirectly arising out of, resulting from or sustained as a result of the Housing Provider's negligent performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the City Indemnitees.

9.2 The City shall at all times indemnify and save harmless the Housing Provider, its officers, employees, agents, invitees, members, volunteers, successors and assigns (all of which are hereinafter called the "Housing Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings (third party claims) whatsoever made or brought against, suffered by or imposed on the Housing Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Housing Indemnitees, or of the Housing Provider) directly or indirectly arising out of, resulting from or sustained as a result of the City's negligent performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the Housing Indemnitees.

10. INSURANCE

10.1 The Housing Provider shall obtain and maintain throughout the term of this Agreement, an insurance policy which provides for and contains, at a minimum, the limits, terms and conditions of coverage as set out in Directive Number 2001-02 of the Ministry of Municipal Affairs and Housing (a copy of which is attached hereto as Schedule "A"), as same may be amended from time to time, notwithstanding that the

Housing Provider may be a cooperative under the *Co-operative Corporations Act* (Ontario) or the *Canada Cooperatives Act*.

10.2 The insurance policy referred to in subsection 10.1 shall include a cross liability and/or severability of interest clause of standard wording and a clause that states that the policy shall not be cancelled, allowed to lapse or materially changed without the City of Toronto receiving 30 days prior written notice.

10.3 The insurance policy referred to in subsection 10.1 shall include the City of Toronto as an additional insured.

10.4 The Housing Provider shall deposit a Certificate of Insurance with the City of Toronto indicating that the insurance policy required pursuant to this article is in force and effect and written by an insurance company that is licensed in the Province of Ontario and is in all respects satisfactory to the City of Toronto.

10.5 Unless otherwise agreed by the parties, a Housing Provider that is a co-operative under the *Ontario Co-Operative Corporations Act* or the *Canada Corporations Act* shall have until the later of July 1, 2002 or the first date of renewal of its insurance policy after July 1, 2002 to meet the minimum coverage requirements under clause 10.1 provided that if legislation is enacted which sets out other limits, terms and conditions of coverage with respect to insurance for Housing Providers that are co-operatives, then the provisions of the legislation will apply instead of paragraph 10.1 effective the date on which such legislation comes into force.

11. NOTICE

11.1 Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

(a) where the City is the intended recipient:

Social Housing Unit
21 Park Road
Toronto, Ontario
Attention:

(b) where the Housing Provider is the intended recipient:

Jarvis George Housing Co-Operative Inc.
279 Jarvis St.
Toronto, ON M5B 2P2
Attention: President

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

12. AUDIT

12.1 The Housing Provider shall permit City staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination and during the Housing Provider's usual business hours, to review all of the Housing Provider's materials, records and other documents relating to this Agreement provided that the City gives the Housing Provider reasonable notice of its intention to do so.

13. GENERAL PROVISIONS

13.1 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect

13.2 (1) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by an authorized member of staff of the party claimed to have waived or consented.

(2) No consent by a party to, or waiver or a breach under this Agreement shall constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

13.3 This Agreement shall not be assigned by the Housing Provider without the prior written consent of the City, which consent may be withheld or given subject to such terms and conditions as the City deems appropriate.

13.4 This Agreement may not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.

13.5 Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.

14. SPECIAL NEEDS UNITS

14.1 The Housing Provider agrees to select persons from the centralized waiting list maintained by Housing Connections to occupy the number and type of special needs units as indicated below:

- (a) _____ special needs units containing disability modifications; or
- (b) _____ other special needs units owned and operated by the Housing Provider.

14.2 The Housing Provider shall not maintain its own waiting list for the units referred to in subsection 14.1 and shall, upon the Commissioner's request, provide any existing waiting lists with respect to such units to Housing Connections for inclusion in the centralized waiting list

14.3 Notwithstanding subsection 13.4, the Housing Provider may cease using the centralized waiting list maintained by Housing Connections to select tenants to occupy the special needs units referred to in subsection 14.1 by giving at least 60 days written notice to that effect to the City.

IN WITNESS WHEREOF the parties hereof have executed this Agreement.

CITY OF TORONTO

per:

(Jarvis George Housing Co-Operative Inc.)

per:

Name:

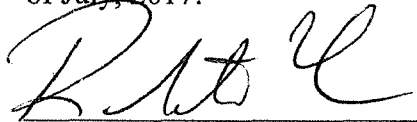
per:

Name:

I/We have authority to bind the corporation.

TAB G

This is **Exhibit "G"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits



Marta Chisu
Social Housing Consultant

Shelter, Support & Housing Administration
Rob Crossman, General Manager (Acting)

Social Housing Unit
Maria Vartokostas, Director (Acting)

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-338-5788
Fax: 416-898-3718
mchisu@toronto.ca
www.toronto.ca

October 26, 2016

VIA REGULAR MAIL:

Jarvis George Housing Co-operative Inc.
[unit #] 279 Jarvis Street Toronto, Ontario
M5B 2P2

Dear Member:

Re: Board of Directors Report Regarding the General Members Meeting on Oct. 31, 2016

You recently received a General Members Meeting package which contained the following statement:

"The Board welcomes the investigation to finally put all this to rest. In August 2016 and September 2016. The city conducted audit on all RGI files and new members and yes of the president's family. There was no finding of wrong doing and the coop was found to be following the Housing Act."

The Social Housing Unit (hereafter "the SHU") has issued several communications to the Co-op documenting concerns about the Co-op's operations. In particular:

- 1). On May 18, 2016 the SHU conducted an RGI file review to assess how the Co-op is administering RGI assistance. A detailed report and letter containing the findings was sent to the Board on June 1, 2016. The SHU has not received a response.
- 2) On July 7, 2016 the SHU issued a Notice of Triggering Events to the Co-op. This is a formal Notice under the *Housing Services Act* that identifies issues that the SHU considers to be very serious and requires the immediate attention of the Board. The Notice identified the following areas of concern:
 - I. The Co-op has incurred an accumulated deficit that is substantial and excessive.
 - II. The Co-op has failed to operate the housing project properly by not establishing effective financial controls.
 - III. Failure to maintain the required minimum number of RGI units in 3 of the last 5 fiscal years.

The Board was required to respond to the Notice by Sept. 16, 2016. The SHU has not received a response.

3) In August 2016 the SHU began an additional investigation of the Co-op's operations. The SHU has not completed its investigation and has not reported any findings to the Board.

Sincerely,

Marta Chisu
Social Housing Consultant

JARVIS GEORGE CO-OP		May 18, 2016						J02	
Provider's Name		Date of Review						ID#	
		December, 2015			54			6	
		Fiscal year end for RGI Review			Total RGI units			# of units to Review	
Mandate - Does the project have a mandate? (e.g. Seniors)		[Insert Mandate]							
1	Does at least one member of the household fulfill the mandate?	N/A	N/A	N/A	N/A	N/A	N/A		
Housing Projects									
Unit Information		1	2	3	4	5	6	7	8
2	Unit Number	702	802	TH103	406	703	407		
3	Unit Size - 1A, 2A, 3A, 4A, B, H.	3A	3A	3T	2A	1A	2A		
4	Household Composition - F5 - S2 - NES 2 - SN1	F3-2	F7-5	F4-3	F4-2	F1	NES3		
5	Is the household overhoused?	N	N	N	N	N	N		
6	If so, has the household been properly notified?	N/A	N/A	N/A	N/A	N/A	N/A		
7	And are the household on the internal transfer list?	N/A	N/A	N/A	N/A	N/A	N/A		
Eligibility - Are all members of the HH eligible to receive RGI									
8	Is there document confirming eligibility for each member of the HH?	N	N	N	N	N	N		
9	What document?	CC	-	-	-	N/A	N/A		
10	If a person's status is not Canadian citizen is it being checked yearly?	N/A	N/A	N/A	N/A	N/A	N/A		
11	Is there evidence that a removal order has become enforceable?	N	N	N	N	N	N		
12	Is at least one member of the HH at least 16 years old?	Y	Y	Y	Y	Y	Y		
13	Is at least one member of the HH able to live independently?	Y	Y	Y	Y	Y	Y		
Lease/Occupancy Agreement									
14	Have all members of the HH over 16 signed the lease?	N	N	N	Y	Y	N		
15	When? (mm/yy)	Aug-96	Jun-01	Sep-11	Jun-06	Feb-98	Mar-05		
Income and Assets									
16	Is the documentation sufficient for each type of income and assets?	N	N	N	Y	Y	Y		
17	Have all member of the HH over 16 signed the consent form?	Y	Y	Y	Y	Y	Y		
Income Testing - Household Member		City Calc'n		HP Calc'n		Variance		18. Is RGI rent calculated correctly?	19. Is the utility/allowance applied correctly?
Unit #	702 RGI RENT	132		132		-		Y	
Unit #	702 Utilities	50		50		-			Y
Unit #	802 RGI RENT	219		219		-		Y	
Unit #	802 Utilities	50		50		-			Y
Unit #	TH103 RGI RENT	85		269		-184		N	
Unit #	TH103 Utilities								Y
INCORRECT OW SCALE USED - DRUG CARD IS FOR ONE PERSON									
Unit #	406 RGI RENT	254		254		-		Y	
Unit #	406 Utilities	43		40		3			N
Unit #	703 RGI RENT	415		352		63		N	
Unit #	703 Utilities	30		30		-			Y
HP USED DIFFERENT MONTHLY INCOME									
Unit #	407 RGI RENT	489		549		-60		N	
Unit #	407 Utilities	43		43		-			Y
HP USED DIFFERENT EMPLOYMENT INCOME									
Monthly RGI Rent Calculation									
20	Is the rent charged the same as rent calculated?	N	N	N	Y	Y	Y		
Notification									
21	How was the HH notified of their change in rent?	LETTER	LETTER	LETTER	LETTER	LETTER	LETTER		
22	When ?	Jun-15	Apr-13	Oct-15	Oct-15	Oct-15	Oct-15		
23	Was it done correctly ?	Y	Y	Y	Y	Y	Y		
24	Was the HH notified of their right to a Review (as applicable)?	Y	Y	Y	Y	Y	Y		
Annual Review and Other									
25	Was income reviewed by the HP at least once in last 12 months	Y	N	Y	Y	Y	Y		
26	Has the HH been notified of the requirement to obtain income if applicable?	N/A	N/A	N/A	N/A	N/A	N/A		
27	Have they received income?	N/A	N/A	N/A	N/A	N/A	N/A		
Centralized Waiting List									
28	Is the HP using the Centralized Waiting List? (last 5 move-ins / max of 2 yrs)	N/A	N/A	N/A	N/A	N/A	N/A		
Approved In-Situ Units									
29	Is the approval documentation in the file?	N/A	N/A	N/A	N/A	N/A	N/A		
Record Keeping and Protecting Personal Information									
30	Does the household file contain all the required written records?	N	N	N	N	N	N		
31	Is the personal information of the HH protected? How?	Y	Y	Y	Y	Y	Y		
32	Are documents kept in the required order?	N	N	N	N	N	N		
Other Notes									
-LETTER REFERS TO HOUSING SERVICE ACT, SHOULD REFER TO HOUSING SERVICES ACT.									

Calculations					
Units	Sources of Income	Supporting Documents	Amounts	City Cal'n	
Unit # 702	SELF EMPLOYMENT	NOA	590		
	EMPLOYMENT DEDUCTION		150		
				440	
	RGI RENT		30%	132	
	UTILITIES			50	
TOTAL RENT CHARGED				182	
Unit # 802	SELF EMPLOYMENT	NOA/T2125	880.42		
	EMPLOYMENT DEDUCTION		150.00		
				730.42	
	RGI RENT		30%	219	
	UTILITIES			50	
TOTAL RENT CHARGED				269	
Unit # 408 - ADULT 1	CPP	BS/OW STMT	84.44		
	SELF EMPLOYMENT	NOA	772.83	857.27	
	BELOW NON-BENEFIT INCOME LIMIT				
	RGI RENT	OW	OW STMT/DRUG CARD	254.00	
	UTILITIES			43.00	
TOTAL RENT CHARGED				297	
Unit # 703	Employment	NOA	1,459		
	Employment Deduction		75		
				1,384	
	RGI RENT		30%	415	
	UTILITIES			30	
	Cable			39	
	Sector Support			12	
TOTAL RENT CHARGED				496	
Unit # 407 ADULT #1	Self Employment	Letter fr Employer	1,041.67		
			75	966.67	
			30%	290.00	
	ADULT #2&3	ODSP	DRUG CARD	199.00	
				489	
	UTILITIES			43	
	Cable			39	
Sector Support			12		
TOTAL RENT CHARGED				583	

Checklist for RGI file (optional)

For each household, the file should contain:

A chart to keep track of what you have done and when you did it

The initial RGI application form including:

< a consent form signed by all people in the household 16 & older

< a completed income and assets form

< complete documents to verify income and assets

< a rental history record

Documents to verify each member's status in Canada

A completed lease (for a non-profit) or occupancy agreement (for a co-op) signed by every household member 16 or older

A written record of any internal review

RGI Charge calculation sheet

All notices of annual income and asset reviews

All completed annual income & asset review forms including proof of income doc.

All notices of rent changes

All correspondence to and from member of households.

Market in-situ approval documentation

Exemption: If a member of household legitimately feels that they may be at risk if they attempt to obtain documents to verify their income or family composition, the housing provider cannot require the documents. However, this has to be documented in the household file including a support letter from a social agency.

Unit Size: 1A - 1 bedroom apartment, 2T - 2 bedroom townhouse, B - bachelor, H - hostel

Household Composition: F3-2 - family of 3 and 2 are children of household, NES - non elderly single, S - Senior, SN - special needs, COH - Child of Household

Eligibility: CC - Canadian Citizen; PR - Permanent Resident; CR - Claim Refugee

Documents: BS - Bank Statement; PS - Payscale; SC - Service Canada; NOA - Notice of Assessment; NI - no income;

JARVIS GEORGE CO-OP		May 18, 2016						J02						
Provider's Name		Date of Review						ID#						
		December, 2015			64			8						
		Fiscal year end for RGI Review			Total RGI units			# of units to Review						
Mandata - Does the project have a mandate? (e.g. Seniors)		[Insert Mandata]												
1	Does at least one member of the household fulfill the mandate?	N/A	N/A	N/A	N/A	N/A	N/A							
Housing Projects														
Unit Information		1	2	3	4	5	6	7	8	9	10			
2	Unit Number													
3	Unit Size - 1A, 2A, 3A, 4A, B, H.	3A	3A	3T	2A	1A	2A							
4	Household Composition - F5 - S2 - NES 2 - SN1	F3-2	F7-5	F4-3	F4-2	F1	NES3							
5	Is the household overhoused?	N	N	N	N	N	N							
6	If so, has the household been properly notified?	N/A	N/A	N/A	N/A	N/A	N/A							
7	And are the household on the internal transfer list?	N/A	N/A	N/A	N/A	N/A	N/A							
Eligibility - Are all members of the HH eligible to receive RGI														
8	Is there document confirming eligibility for each member of the HH?	N	N	N	N	N	N							
9	What document?	CC	-	-	-	-	N/A	N/A						
10	If a person's status is not Canadian citizen is it being checked yearly?	N/A	N/A	N/A	N/A	N/A	N/A							
11	Is there evidence that a removal order has become enforceable?	N	N	N	N	N	N							
12	Is at least one member of the HH at least 16 years old?	Y	Y	Y	Y	Y	Y							
13	Is at least one member of the HH able to live independently?	Y	Y	Y	Y	Y	Y							
Lease/Occupancy Agreement														
14	Have all members of the HH over 16 signed the lease?	N	N	N	Y	Y	N							
15	When? (mm/yy)	Aug-96	Jun-01	Sep-11	Jun-06	Feb-98	Mar-05							
Income and Assets														
16	Is the documentation sufficient for each type of income and assets?	N	N	N	Y	Y	Y							
17	Have all member of the HH over 16 signed the consent form?	Y	Y	Y	Y	Y	Y							
Income Testing - Household Member		City Calc'n		HP Calc'n		Variance		18. Is RGI rent calculated correctly?		19. Is the utility/allowance applied correctly?				
Unit #	RGI RENT	132		132		-		Y						
Unit #	Utilities	50		50		-				Y				
Unit #	RGI RENT	219		219		-		Y						
Unit #	Utilities	50		50		-				Y				
Unit #	RGI RENT	85		269		- 184		N						
Unit #	Utilities					-				Y				
INCORRECT OW SCALE USED - DRUG CARD IS FOR ONE PERSON														
Unit #	RGI RENT	254		254		-		Y						
Unit #	Utilities	43		40		3				N				
Unit #	RGI RENT	415		352		63		N						
Unit #	Utilities	30		30		-				Y				
HP USED DIFFERENT MONTHLY INCOME														
Unit #	RGI RENT	489		549		- 60		N						
Unit #	Utilities	43		43		-				Y				
HP USED DIFFERENT EMPLOYMENT INCOME														
Monthly RGI Rent Calculation														
20	Is the rent charged the same as rent calculated?	N	N	N	Y	Y	Y							
Notification														
21	How was the HH notified of their change in rent?	LETTER	LETTER	LETTER	LETTER	LETTER	LETTER							
22	When?	Jun-15	Apr-13	Oct-15	Oct-15	Oct-15	Oct-15							
23	Was it done correctly?	Y	Y	Y	Y	Y	Y							
24	Was the HH notified of their right to a Review (as applicable)?	Y	Y	Y	Y	Y	Y							
Annual Review and Other														
25	Was income reviewed by the HP at least once in last 12 months?	Y	N	Y	Y	Y	Y							
26	Has the HH been notified of the requirement to obtain income if applicable?	N/A	N/A	N/A	N/A	N/A	N/A							
27	Have they received income?	N/A	N/A	N/A	N/A	N/A	N/A							
Centralized Waiting List														
28	Is the HP using the Centralized Waiting List? (last 5 move-ins / max of 2 yrs)	N/A	N/A	N/A	N/A	N/A	N/A							
Approved In-Situ Units														
29	Is the approval documentation in the file?	N/A	N/A	N/A	N/A	N/A	N/A							
Record Keeping and Protecting Personal Information														
30	Does the household file contain all the required written records?	N	N	N	N	N	N							
31	Is the personal information of the HH protected? How?	Y	Y	Y	Y	Y	Y							
32	Are documents kept in the required order?	N	N	N	N	N	N							
Other Notes														
-LETTER REFERS TO HOUSING SERVICE ACT, SHOULD REFER TO HOUSING SERVICES ACT.														

Calculations				
Units	Sources of income	Supporting Documents	Amounts	City Cal'n
Unit #	SELF EMPLOYMENT EMPLOYMENT DEDUCTION	NOA	590 - 150	440
RGI RENT			30%	132
UTILITIES				60
TOTAL RENT CHARGED				182
Unit #	SELF EMPLOYMENT EMPLOYMENT OEDUCTION	NOA/T2125	880.42 - 150.00	730.42
RGI RENT			30%	219
UTILITIES				50
TOTAL RENT CHARGED				269
Unit # - ADULT 1	CPP SELF EMPLOYMENT <u>BELOW NON-BENEFIT INCOME LIMIT</u>	BS/OW STMT NOA	84.44 772.83	857.27
RGI RENT		OW		264.00
UTILITIES		OW STMT/DRUG CARO		43.00
TOTAL RENT CHARGED				297
Unit #	Employment Employment Deduction	NOA	1,459 - 75	1,384
RGI RENT			30%	415
UTILITIES				30
Cable				39
Sector Support				12
TOTAL RENT CHARGED				496
Unit # ADULT #1	Self Employment	Letter fr Employer	1,041.67 - 75	966.67
ADULT #2&3	ODSP	ORUG CARD	30%	290.00
UTILITIES				199.00
Cable				489
Sector Support				43
TOTAL RENT CHARGED				39
				12
				583

Checklist for RGI file (optional)

For each household, the file should contain:
 A chart to keep track of what you have done and when you did it
 The initial RGI application form including:
 < a consent form signed by all people in the household 16 & older
 < a completed income and assets form
 < complete documents to verify income and assets
 < a rental history record
 Documents to verify each member's status in Canada
 A completed lease (for a non-profit) or occupancy agreement (for a co-op) signed by every household member 16 or older
 A written record of any internal review
 RGI Charge calculation sheet
 All notices of annual income and asset reviews
 All completed annual income & asset review forms including proof of income doc.
 All notices of rent changes
 All correspondence to and from member of households.
 Market in-situ approval documentation
Exemption: If a member of household legitimately feels that they may be at risk if they attempt to obtain documents to verify their income or family composition, the housing provider cannot require the documents. However, this has to be documented in the household file including a support letter from a social agency.

Unit Size: 1A - 1 bedroom apartment; 2T - 2 bedroom townhouse; B - bachelor, H - hostel

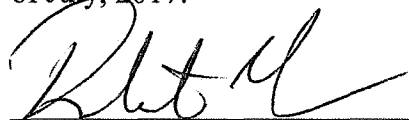
Household Composition: F3-2 - family of 3 and 2 are children of household, NES - non elderly single, S - Senior, SN - special needs, COH - Child of Household

Eligibility: CC - Canadian Citizen; PR - Permanent Resident, CR - Claim Refugee

Documents: BS - Bank Statement; PS - Payslips; SC - Service Canada; NOA - Notice of Assessment, NI - no income;

TAB H

This is **Exhibit "H"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits



Shelter, Support & Housing Administration
Paul Raftis, Interim General Manager

Metro Hall, 8th Floor
55 John Street
Toronto, Ontario M5V 3C8

Tel: 416-392-7885
Fax: 416-392-0548
paul.raftis@toronto.ca
www.toronto.ca

BDO Canada Limited
123 Front Street W.
Suite 1100
Toronto, Ontario
M5J 2M2

Attention: Josie Parisi

January 18, 2017

Dear Sir/Madam:

Re: Jarvis George Housing Co-Operative (the "Housing Project")

The City of Toronto ("City") is the designated service manager of the Housing Project for the purposes of the *Housing Services Act, 2011* and is responsible for administering and funding the housing program relating to the Housing Project. The Housing Provider has contravened the *Housing Services Act, 2011* and the regulations thereunder and the City has chosen to appoint a Receiver and Manager under the authority provided to it under paragraph 6 section 85 of the *Housing Services Act, 2011*.

The City hereby appoints BDO Canada Limited ("BDO") to be the receiver and manager pursuant to the Security with all and every power and authority specified in the Receivership Services Agreement, including, without limitation, the following powers:

- Take control, direction and possession of the Housing Project including the revenue and the assets of the Housing Project, the operations and books, records and accounts of the Housing Project or any part of them, pertaining to the Housing Project;
- Take control and direction of the employees and agents of the Housing Provider performing services on or with respect to the Housing Project;
- Receive and recover and use all revenues and assets of the Housing Provider relevant to the operation of the Housing Project;
- Maintain, operate and repair the Housing Project;

The City acknowledges that BDO is not obliged to exercise all of the powers granted within the Receivership Services Agreement.

The City agrees to cooperate with BDO and provide BDO with all information and records in its possession regarding the Housing Project which BDO may request from time to time.

Reporting

BDO shall report directly to the City in writing or as otherwise requested by the City.

Shelter, Support & Housing Administration
Paul Raftis, Interim General Manager

Metro Hall, 6th Floor
55 John Street
Toronto, Ontario M5V 3C6

Tel: 416-392-7885
Fax: 416-392-0548
paul.raftis@toronto.ca
www.toronto.ca

Staffing

This engagement will be under the direction of Josie Parisi, who will maintain overall responsibility for the engagement on behalf of BDO. BDO is authorized to use any of its employees or outside agents, as BDO considers necessary, in the fulfillment of its mandate.

The members of the engagement team may be drawn from the resources of BDO and those of its affiliated and related partnerships and corporations, including those of other BDO member firms in countries outside of Canada, as deemed appropriate, during the conduct of this engagement.

Fees/Remuneration

The City agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus HST and expenses as outlined in the Receivership Services Agreement.

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

Yours very truly,

City of Toronto

Per: 

Name: Paul Raftis, Interim General Manager, SSHA
I have the authority to bind the City

BDO Canada Limited hereby consents to act as receiver and manager to the Housing Provider in accordance with the terms of the foregoing dated this _____ day of January 2017.

BDO CANADA LIMITED

Per: _____

Name: _____

Staffing

This engagement will be under the direction of Josie Parisi, who will maintain overall responsibility for the engagement on behalf of BDO. BDO is authorized to use any of its employees or outside agents, as BDO considers necessary, in the fulfillment of its mandate.

The members of the engagement team may be drawn from the resources of BDO and those of its affiliated and related partnerships and corporations, including those of other BDO member firms in countries outside of Canada, as deemed appropriate, during the conduct of this engagement.

Fees/Remuneration

The City agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus HST and expenses as outlined in the Receivership Services Agreement.

Other Matters

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

Yours very truly,

City of Toronto

Per: _____

Name: _____

I have the authority to bind the City

BDO Canada Limited hereby consents to act as receiver and manager to the Lender in accordance with the terms of the foregoing dated this 31 day of January 2017.

BDO CANADA LIMITED

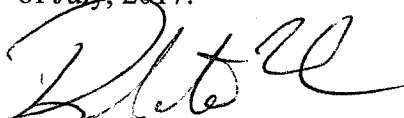


Per:

Name: Josie Parisi

TAB I

This is **Exhibit "I"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

Receivership Services Agreement

THIS AGREEMENT made in duplicate the ____ day of _____, 2016

BETWEEN:

City of Toronto

(hereinafter called the "Service Manager")

-and-

BDO Canada Limited

(hereinafter called the "Receiver")

WHEREAS the City has been designated the service manager for the City of Toronto for the purposes of the *Housing Services Act, 2011* and regulations thereunder;

AND WHEREAS the responsibility for administering and funding the housing program relating to the Housing Project was transferred as of May 1, 2002 to the Service Manager;

AND WHEREAS the Housing Provider has contravened the *Housing Services Act, 2011* and the regulations thereunder;

AND WHEREAS the Housing Provider has failed to comply with the notice of triggering event provided to the Housing Provider dated July 7, 2016, within the time provided for in such notice;

AND WHEREAS a report of an audit or investigation of the housing provider alleges fraud, criminal activity or a misuse of the assets of the housing provider and the alleged fraud, criminal activity or misuse of assets has been referred to a law enforcement agency;

AND WHEREAS the City selected the Receiver pursuant to a proposal received December 14, 2016 to provide receivership services for the Housing Provider;

AND WHEREAS the Service Manager appointed the Receiver as of the date hereof pursuant to paragraph 6 of section 85 of the *Housing Services Act, 2011* as the interim Receiver and Manager of the Housing Project and the Service Manager and the Receiver have agreed to execute this Agreement which sets out further terms and conditions of the appointment;

In consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions herein contained, the parties agree as follows:

1) Definitions

For the purposes of this Agreement, the following terms shall, unless the context requires otherwise, have the meanings specified in this article:

"Director, Insurance & Risk Management" shall mean the Director, Insurance & Risk Management for the City of Toronto;

"Housing Project" shall mean 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, owned and operated by the Housing Provider, located at 279 Jarvis Street, Toronto, Ontario, M5B 2P2;

"Housing Provider" shall mean *Jarvis George Housing Co-operative Ltd.*;

"Property Manager" shall mean a company hired under a property management agreement to manage the Housing Project; or staff of the Housing Provider that have been hired under an employment contract to manage the Housing Project.

"Proposal" shall mean the Proposal for Receivership Services for Social Housing Providers submitted under cover of correspondence from the Receiver dated December 14, 2016;

"Services" shall mean the services described in the Terms of Reference for Receiver attached to this Agreement as Schedule 1.

"SCHEDULE" -- The following schedule is attached (as amended or replaced from time-to-time) and forms an integral part of this Agreement:

Schedule 1 Terms of Reference for Receiver

2) Obligations of the Receiver

The Receiver shall act in accordance with and provide the Services as described in the Terms of Reference for Receiver attached to this Agreement as Schedule 1.

3) Term

This Agreement shall become effective as and from the date Receiver was appointed the interim receiver and manager of this Housing Project, and shall terminate 180 days following the date hereof; unless the Superior Court of Justice extends such appointment on the application of the Service Manager pursuant to s. 95 (3) of the *Housing Services Act, 2011*

4) Termination

- a) In the event either Party wishes to terminate this Agreement they may do so by providing sixty (60) days prior written notice to the other Party. All provisions which by their terms are intended to survive the termination of this Agreement or the appointment of the Receiver as interim receiver and manager of the Housing Project, shall survive the termination of this Agreement or appointment in accordance with their terms.
- b) The Service Manager reserves the right to terminate this Agreement and the appointment without cause, upon such conditions as the Service Manager may require, on 48 hours written notice to the Receiver.
- c) If the Service Manager terminates this Agreement and the appointment prior to its expiration, the Service Manager shall only be responsible for ensuring payment, from the revenues of the Housing Project or from funds provided by the Service Manager, of the Receiver's professional fees and disbursements incurred in connection with this Agreement up to and including the date of termination. Notice of termination may be sent by registered mail or hand delivered to the last known address of the Receiver.
- d) Notwithstanding termination of this Agreement or any appointment, any outstanding obligations of either Party under this Agreement shall continue until performed or satisfied.
- e) Upon termination of the appointment pursuant to this Article 4, or the expiry of this Agreement or of the appointment of the Receiver pursuant to Article 3, the Receiver shall return control of all property, assets and books to the Housing Provider, or to another party as directed by the Service Manager, within forty-eight (48) hours of termination. Such property, assets and books include but are not limited to: all keys, invoices, books of account, leases, operating contracts, working papers, data and information which the Receiver may have in its possession pertaining to the Housing Provider and the Housing Project and/or on computer disk(s) The Receiver

acknowledges and agrees that these are the sole and exclusive property of the Housing Provider. All data and information on computer disk shall be returned to the Housing Provider in a form compatible with the operating system and software of the Housing Provider's computer(s).

5) Fees and Disbursements

- a) The Service Manager shall authorize payment of the Receiver's professional fees and disbursements from the revenues of the Housing Provider derived from the Housing Project, as authorized by subsection 120(3) of the *Housing Services Act, 2011*, subject to the following conditions:
- i) The Receiver shall provide the Service Manager with a billing each month showing details of all professional fees and disbursements incurred during the prior month, which is subject to Service Manager's approval;
 - ii) The Receiver's disbursements shall consist of the Receiver's out-of-pocket expenses incurred in connection with carrying out the Receiver's duties under the appointment except for mileage and meal costs. The nature of such disbursements shall be mutually agreed to by the parties, and shall be charged on a direct cost pass through basis with no markup or other charges added.

6) Limitations

- a) The Receiver shall not terminate any of the Housing Provider's agreements without the prior written approval of the Service Manager nor enter into any new agreements for a term in excess of the term of Receivership without the prior written approval of the Service Manager or as directed in the Terms of Reference for Receiver.
- b) The Receiver shall not provide a copy of this Agreement to the Housing Provider and will keep its contents and any information or material arising out of this Agreement or the appointment confidential, unless the Receiver has first obtained the written consent of the Service Manager.

7) Assignment

The Receiver shall not assign this Agreement or any part thereof, without the prior written approval of the Service Manager, which may be unreasonably withheld.

8) Communication And Notice

- a) All communications and notices pertaining to this Agreement shall be in writing and shall be deemed to have been given when actually received if personally delivered or if mailed by first class registered mail or sent by telegram, telecommunication or facsimile transmission, shall be deemed to be received on the second business day following the day on which it is sent, in each case addressed as follows:

- i) To the Service Manager

General Manager, Shelter, Support & Housing Administration
 C/o The Director,
 Social Housing
 City of Toronto
 365 Bloor ST. E
 Toronto, ON M4W 3L4

Telephone:(416) 392-0054
 Fax: (416) 338-8228

- ii) To the Receiver:
 Josie Parisi, Senior Vice-President,
 BDO Canada Limited
 123 Front Street West
 Toronto, ON. M5J 2M2
 Telephone (416) 865-0210
 Fax (416) 865-0804

9) Liability And Indemnity

- a) Save and except for the provisions of this Agreement, the Service Manager shall not be liable for any injury (including death) or damage suffered by any officer, employee, consultant or agent of the Receiver, or for the loss or damage to the property of the Receiver or the property of its officers, employees, consultants or agents in any manner or for any claims, actions, judgments, costs and expenses whatsoever against the Receiver.
- b) The Receiver agrees to indemnify and save the Service Manager harmless from all claims, liabilities, costs or expenses that the Service Manager may incur or that may be asserted against the Service Manager arising out of this Agreement to the extent that they are attributable to the negligence or willful misconduct of the Receiver.

10) Insurance

- a) The Receiver shall purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following insurance coverages, under policies in each case in a form and with an insurer licensed to operate in Ontario, and deliver to the Service Manager upon execution of this Agreement by the Receiver, a certificate of each such policy bearing an original signature of an authorized agent of the issuing insurer indicating the extent and terms of coverage, and deliver a similar certificate in connection with, and appropriately in advance of the date of effectiveness of, any replacement, renewal or modification of each such policy.
- i) Professional Liability Insurance in an amount of not less than \$1 million per claim, which shall be kept in full force and effect for a period of time ending no sooner than Two (2) Years after the termination or expiry of this Agreement, as the case may be;
- ii) General Liability Insurance in an amount not less than \$2 million per occurrence showing the City of Toronto as an additional insured
- b) The Receiver will review the insurance coverage maintained by the Housing Provider and shall ensure that such insurance coverage complies with the mandatory coverages required by the Social Housing Services Corporation for property, business interruption, crime (employee dishonesty), boiler and machinery and comprehensive general liability, with limits and deductibles satisfactory to the Director, Insurance & Risk Management. The Receiver will ensure that it is a named insured with respect to such insurance. In addition to the foregoing, the Receiver will ensure that the comprehensive general liability insurance policy.
- i) Is in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) for each occurrence;
- ii) Adds the Service Manager and any subcontractors of the Receiver as additional insureds;
- iii) Has provisions for cross-liability as between the Receiver and the Service Manager, blanket contractual liability, owner's/contractor's protective liability, completed operations liability, contingent employer's liability, premises and operations liability, broad-form property damage liability, occurrence property damage liability, and personal injury liability arising out of false prosecution, libel slander, defamation of character, invasion of privacy or wrongful eviction; and
- iv) Provides for Thirty (30) Days' prior notice of any consolidation, termination or expiry of, or amendment or change (in a material respect) to the policy.
- c) The Receiver shall provide the Service Manager with proof of Professional Liability insurance maintained by any subcontractor engaged by the Receiver in relation to the Services, where such

subcontractor is under a professional obligation to maintain the same, in the amount and for the period specified in clause (a)(i), no later than the execution of this Agreement by the Receiver and in a form and with an insurer acceptable to the Director, Insurance & Risk Management.

- d) Notwithstanding subparagraphs (a) and (b), the Director, Insurance & Risk Management, bearing in mind the Service Manager's reasonable commercial concerns, may require the Receiver to provide a policy of insurance in an amount either greater or less than the applicable amount stated therein, the terms of which and any alteration in the limits of the coverage whereunder shall be subject to sole approval by such Manager, on the basis that if the Receiver is required to provide coverage in an amount greater than provided in those subparagraphs, the Service Manager shall reimburse the Receiver for the actual expense of any additional premium incurred by the Receiver in complying with such requirement.

11) Conflict Of Interest

- a) The Receiver, any sub-contractors and any of their respective advisors, partners, directors, officers, employees agents and volunteers shall not engage in any activity or provide any services to the Service Manager where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the General Manager, Shelter, Support & Housing Administration) with the provision of services pursuant to this Agreement. The Receiver acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Service Manager relevant to the Services where the Service Manager has not specifically authorized such use.
- b) The Receiver shall disclose to the Service Manager without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- c) A breach of this Article by the Receiver shall entitle the Service Manager to immediately terminate this Agreement, in addition to any other remedies that the Service Manager has under this Agreement, in law or in equity.
- d) All other terms and conditions of the RFP and Proposal are in effect, and time continues to be of the essence.

12) Confidentiality

The Receiver agrees that all of its employees and/or agents having access, by virtue of this Agreement and its appointment as receiver and manager over the Housing Project, to materials and personal information regarding the tenants of the Housing Provider shall treat same as confidential personal information not to be disclosed to third parties or used in any unauthorized way except in accordance with the provisions of the Housing Services Act, 2011. In addition, the Receiver shall not disclose or use any information that the Service Manager cannot or may not wish to disclose or use under the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56*.

13) Arbitration

- a) In the case of any dispute between the parties as to the meaning of any part of this Agreement or any appointment or about a claim arising hereunder or thereunder, the parties may submit the dispute to a single arbitrator under the *Ontario Arbitration Act, 1991* who shall be (i) an individual agreed to by the Parties if permitted by law; or (ii) if required by applicable law, a judge of the Superior Court of Justice of Ontario in accordance with the provisions of the *Municipal Arbitrations Act, R.S.O. 1990, Chap. M48* (the "*Municipal Arbitrations Act*"), as amended from time to time;
- b) That arbitrator shall be qualified and licensed to practice in Ontario and shall reside within 50 kilometre radius of the Toronto City Hall. The arbitrator may appoint counsel and may submit to him disputed points of law, and the arbitrator may act upon the advice of counsel, and may apportion and charge the cost thereof between the parties hereto.
- c) In the event the City appoints an Official Arbitrator pursuant to Section 1(3) of the *Municipal Arbitrations Act* then all disputes shall be resolved in accordance with this Article 13 except that

arbitration shall take place before the Official Arbitrator in accordance with the *Municipal Arbitration Act*; however, in the event of existing disputes where an arbitrator has already been appointed at the time of the appointment of the Official Arbitrator, the arbitration shall continue before this arbitrator already appointed.

14) Waiver

The failure by the Service Manager to insist on one or more instances upon the performance by the Receiver of any of the terms or conditions of this Agreement or any appointment shall not be construed as a waiver of Service Manager's right to require future performance of any such terms or conditions, and the obligations of the Receiver with respect to such future performance shall continue in full force and effect. A waiver is binding on the Service Manager only if it is in writing.

15) Enurement

- a) This Agreement will operate to the benefit of and will be binding upon the successors and assigns of the Service Manager and upon the permitted successors of the Receiver.

16) Priority

In the event of a conflict or inconsistencies between the provisions of the various documents which comprise this Agreement, it shall be resolved, in accordance with the following priorities:

- a) Firstly, the provisions of the Terms of Reference for Receiver;
- b) Secondly, the provisions of the body of this Agreement;
- c) Lastly, the provisions of any other material incorporated by reference into this Agreement.

17) Time Of The Essence

Time is of the essence in this Agreement and any dates or deadlines are to be strictly adhered to.

18) Interpretation

- a) This Agreement shall be construed in accordance with the laws of the Province of Ontario.
- b) The headings which precede the paragraphs of this Agreement are merely for the assistance of the reader and do not affect the meaning, effect or construction of the Agreement.
- c) Whenever words that have well known technical or trade meanings are used in this Agreement, they are used in accordance with such recognized meanings.

19) Authority

Each party stipulates that it has full authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of the named party is properly authorized to sign it, and each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

20) General

- a) If any term, covenant or condition of this Agreement be held in whole or in part invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- b) This Agreement shall not be modified or amended except, after approval by the Service Manager, by an instrument in writing signed by the parties by the parties hereto or by their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the Receiver under corporate seal and the Service Manager pursuant to the Service Manager's delegated authority.

Dated at Toronto, Ontario this 3rd day of January, 2017

City of Toronto

Per: [Signature]

Rob Crossman,
Acting General Manager
Shelter, Support & Housing Administration

EXECUTED ON BEHALF OF THE RECEIVER this 23 day of December
BDO Canada Limited

I/We have authority to bind the Receiver

Per: [Signature]
Name: JOSIE YARUSI
Title: Sr. Vice President

Per: _____
Name
Title

Schedule 1

Terms of Reference for Receiver

Services

- 1) This Schedule forms part of the Receivership Services Agreement between the City of Toronto and BDO Canada Limited.

- 2) The Services under this Schedule (hereinafter referred to as "the Services") shall be as follows:
 - a) The Receiver shall operate the Housing Project under the powers granted in the *Housing Services Act, 2011* and the regulations made thereunder; in particular the Receiver shall:
 - i) Take control, direction and possession, or any of them, of the Housing Project, the revenues and the assets of the Housing Provider, the operation and books, records and accounts of the Housing Provider or any part of them, pertaining to the Housing Project;
 - ii) Take control and direction of the employees and agents of the Housing Provider performing services on or with respect to the Housing Project;
 - iii) Receive and recover and use all revenues and assets of the Housing Provider relevant to the operation of the Housing Project;
 - iv) Incur and pay liabilities;
 - v) Maintain, operate and repair the Housing Project;
 - vi) Comply with the reporting requirements of the *Bankruptcy and Insolvency Act R.S.C. 1995, c.B-3* as amended, should the Receiver determine it is applicable to the receivership;
 - vii) Execute and prosecute all suits, proceedings and actions which the Receiver considers necessary for the proper protection of the Housing Project, defend all suits, proceedings and actions against the Housing Provider or the Receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action.
 - b) The Receiver shall direct, on behalf of the Housing Provider, the employees or agents of the Housing Provider to perform the following functions:
 - i) Accounts receivables and payables;
 - ii) Bookkeeping and monthly financial reports;
 - iii) Tenant placement;
 - iv) Rent calculation;
 - v) Rent collection;
 - vi) Maintenance and capital works;
 - vii) Communication with tenants;
 - viii) Implementation of the Service Manager compliance review recommendations and audit recommendations;
 - ix) Reporting and liaison with the Receiver and the Service Manager.
 - x) The duties and responsibilities of the Housing Provider under the RGI Service Agreement between the Housing Provider and the Service Manager dated as of May 1, 2002;
 - xi) Investment of capital reserves and any other surplus funds;
 - xii) Any other specific functions as directed by the Receiver in conjunction with the Service Manager.
 - c) If the employees or agents of the Housing Provider are not able to perform these functions the Receiver shall be expected to contract, on behalf of the Housing Provider, the services of a qualified firm (following a tender process initiated by the Service Manager) to perform these functions. The term of any of the above services contract(s) shall not exceed one year unless the Service Manager agrees to a longer term. In the selection, appointment and contractual terms, the Receiver will be guided by the Service Manager and all such arrangements must be acceptable to the Service Manager.

- d) The Receiver shall direct the Housing Provider's auditor in the completion of any outstanding financial statements and Annual Information Returns.
- e) The Receiver, during the term of the Receivership, shall act honestly and in good faith and be responsible, as part of his general powers, for the following specific functions:
 - i) Providing the Service Manager with reports, as requested;
 - ii) Providing notifications to creditors;
 - iii) Informing tenants of the appointment of the Receiver through written notification (after consultation with the Service Manager);
 - iv) Receiving and recording input from tenant accounts;
 - v) Contracting and directing the Property Manager;
 - vi) Contracting and directing other service firms and staff;
 - vii) Overseeing the Housing Provider's financial situation;
 - viii) Reviewing and assessing employment contracts and collective agreements;
 - ix) Any other specific functions as directed by the Service Manager.
- f) In addition to the services described above, the Receiver shall:
 - i) As soon as possible after the appointment, take control of the assets of the Housing Provider and develop a plan to manage the property of the Housing Provider following the appointment, including the tendering for Property Manager on behalf of the Housing Provider (if required).
 - ii) Provide the Service Manager with a written report on the progress of the Receivership as soon as possible following the appointment and written and verbal updates as required and requested by the Service Manager.
 - iii) Meet with the Service Manager on a regular basis and obtain the Service Manager's instructions on matters of importance.
- g) The Receiver shall pay, from funds available from the Housing Provider and/or as provided by the Service Manager, the professional fees and disbursements of Property Manager that the Receiver has contracted with on behalf of the Housing Provider, subject to the following conditions:
 - i) Property Manager shall provide the Receiver with a billing each month showing in detail all fees and disbursements incurred during the prior month, which is subject to the Receiver's approval.
 - ii) The fees of the Property Manager do not exceed the fee stated in the Property Manager Agreement as approved by the Service Manager.
- h) The Receiver, with the assistance of the Property Manager, agrees to operate the Housing Project in accordance with the terms and provisions of the Housing Services Act, 2011, and any other non-profit housing program requirements of the Service Manager which the Service Manager has notified the Receiver of, and otherwise act as would a prudent Receiver of a similar non-profit housing project.

2. The Receiver shall cause the Services to be performed by the following personnel at the rates specified:

	Title	Rate
	Technician	\$120
	Junior Associate Manager	\$160
	Senior Manager	\$240
	Partner	\$370
		\$400

Period / Milestones	Estimated Hours	Amount of Fees Payable
Q1	125	26,750
Q2	35	17,500
Q3	35	17,500
Q4	30	17,500

The estimates above assume 33 hours per week.

The maximum fee payable under this Schedule shall be \$75,250 for Services rendered during the term of the Agreement, not including taxes or disbursements, unless otherwise agreed to in writing by the Service Manager.

The Service Manager will be charged for any hours worked on a time and material basis including for hours in excess of the above estimated hours. However, any excess hours must be approved before they are incurred. If the actual hours worked are less than those estimated, the Service Manager will be charged only for the actual hours provided in the performance of the Services.

TAB J

This is **Exhibit "J"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH
LSUC # 38543 A
A Commissioner for Taking Affidavits

Shelter, Support & Housing Administration
Paul Raftis, General Manager (1)

Housing Stability Services
385 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4

Tel: 416-392-0054
Fax: 416-898-3718
Doug.Rollins@toronto.ca
www.toronto.ca

May 9, 2017

Fred Asamoah, President
Jarvis-George Housing Co-operative Inc.
279 Jarvis Street
Toronto, ON M5B 2N3

Dear Mr. Asamoah:

Re: Opportunity to make submission regarding court appointed receiver

On July 7, 2016 the City of Toronto as service manager under the *Housing Services Act, 2011* ("HSA") issued a notice of triggering events.

On August 10 and 19, 2016 City staff attended at the Co-op's offices to conduct an audit of the Co-op's administration of rent geared to income program. As a result of that audit, the City of Toronto has exercised the remedy of appointing an interim receiver and manager pursuant to paragraph 6 of section 85 of the *Housing Services Act, 2011* ("HSA").

The Service Manager is considering making an application to the Superior Court of Justice to extend the appointment of the interim receiver and manager under subsection 95 (3) of the HSA, or for the appointment by the court of a receiver or a receiver and manager under paragraph 7 of section 85, of the HSA.

This notice is provided to you in accordance with subsection 90(6) (a) of the HSA.

The particulars of the circumstances described in in subsection 90(5) are:

1. the report of the audit referred to above alleges fraud, criminal activity or a misuse of the assets of the housing provider and the alleged fraud, criminal activity or misuse of assets were referred to Toronto Police Services on December 9, 2016; in particular:
 - the Housing Provider failed to use, for its housing project, the Service Manager's system under section 47 of the HSA for selecting households from those waiting for rent-geared-to-income assistance in the service manager's service area; and
 - the Housing Provider, or those for whom in law it is responsible, knowingly aided or abetted a member of a household to obtain or receive rent-geared-to-income assistance for which the household was not eligible.

The particulars of the triggering events described in the triggering event notice dated July 7, 2016 referred to above that are continuing are:

1. In the opinion of the service manager, the housing provider has failed to operate its designated housing project properly as set forth in paragraph 11 of section 83, in that:
 - the Housing Provider has provided rent-geared-to-income assistance to households that were not selected pursuant to the service manager's system under section 47 for selecting households from those waiting for rent-geared-to-income assistance in the service manager's service area; and
 - has provided a member of a household with rent-geared-to-income assistance for which the household is not eligible;
2. In the opinion of the Service Manager, the Housing Provider has incurred an accumulated deficit that is substantial and excessive. (*HSA*, s. 83. Paragraph 10);
3. In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (*HSA*, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls resulting in operating losses for the years ending:

- December 31, 2011 (-\$ 33,693)
- December 31, 2012 (-\$ 2,434)
- December 31, 2013 (-\$ 59,859)
- December 31, 2014 (-\$ 77,646);

4. In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (*HSA*, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls. As a result, occupancy charge arrears were \$73,627 as of December 31 2014 and for the four years ending December 31, 2015 the Housing Provider has incurred bad debt losses totalling \$124,021.

5. In the opinion of the Service Manager;

The Housing Provider has failed to comply with the requirements of the *HSA*, s. 75(1) where the Housing Provider is required to operate the housing project and govern itself in accordance with (a) the prescribed provincial requirements; and (b) the local standards made by the Service Manager.

In accordance with the *HSA* s.77(6) the initial Rent-Geared-to-Income and Market unit target for Part VII housing providers is the target applicable immediately before that section of the *HSA* came into force, under the targeting plan as found in section 98 of the former *Social Housing Reform Act*:

- a) The Housing Provider's targeting plan requires that it maintain a minimum of 54 rent-geared-to-income units at its project located at 279 Jarvis Street,

Toronto;

- b) As reported in the Annual Information Return by the Housing Provider, for the past five fiscal years ending on December 31, 2010-2014, the minimum RGI target of 54 units has been met as follows:
- i) Year ending Dec. 31, 2010
 - Reported monthly average of RGI units – 52.75
 - 12 months reported as being below the 54 RGI unit minimum;
 - ii) Year ending Dec. 31, 2011
 - Reported monthly average of RGI units – 52.75
 - 10 months reported as being below the 54 RGI unit minimum;
 - iii) Year ending Dec. 31, 2012
 - Reported monthly average of RGI units – 54.25
 - 0 months reported as being below the 54 RGI unit minimum;
 - iv) Year ending Dec. 31, 2013
 - Reported monthly average of RGI units – 54
 - 3 months reported as being below the 54 RGI unit minimum;
 - and
 - v) Year ending Dec. 31, 2014
 - Reported monthly average of RGI units – 53.92
 - 4 months reported as being below the 54 RGI unit minimum.

The reasons why the Service Manager is considering seeking making an application to the Superior Court of Justice to extend the appointment of the interim receiver and manager under subsection 95 (3) of the *HSA* or seeking the appointment by the Superior Court of Justice of a receiver or a receiver and manager under paragraph 7 of section 85, of the *HSA* are:

The Board of Directors was required to respond to the Notice of Triggering Events dated July 17, 2016 by September 16, 2016. The Board failed to respond to the Notice by that deadline and ignored other requirements of the Notice including the requirement to advise the City of all Board meetings in advance. On November 9, 2016 the Co-op's manager submitted the Board's response to the Notice and another piece of correspondence related to the RGI program. Neither was adequate. The response to the Notice in particular was not adequate as it failed to substantively acknowledge and address the triggering events.

The interim receiver and manager requires additional time

- to review and analyze financial records and documents;
- to review the eligibility of certain households for rent-geared to income assistance;
- to consider the potential of transferring the housing project to a community based non-profit housing provider.

The housing provider can make a written submission on the Service Manager's proposed application for extension by a date that is no later than 60 days following the date of this notice. If no submission is received by that date, the Service Manager will make a decision based on the information that is available to it.

Please direct all correspondence related to this matter to Leif Lahtinen, the Housing Consultant responsible for Jarvis-George Housing Co-operative Inc. His contact information is as follows:

Phone: 416-338-8215

Email: Leif.Lahtinen@toronto.ca

Sincerely,

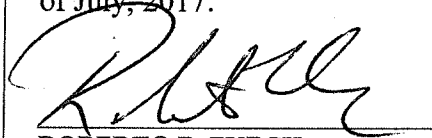


Doug Rollins
Director, Housing Stability Services

- c. Paul Raftis, General Manager (I), Shelter, Support & Housing Administration Division, City of Toronto
 - Glenn Courtney, Manager, Housing Stability Services, City of Toronto
 - Lauren Boudreau, Manager, Housing Stability Services, City of Toronto
 - Leif Lahtinen, Housing Consultant, Housing Stability Services, City of Toronto
 - Michael Smith, Counsel, City of Toronto

TAB K

This is **Exhibit "K"** referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

**IN THE MATTER OF THE
RECEIVERSHIP OF JARVIS GEORGE
HOUSING COOPERATIVE INC.**

RECEIVER'S FIRST REPORT DATED JUNE 30, 2017

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BACKGROUND

BDO Canada Limited was appointed as private receiver (the “Receiver”) of Jarvis George Co-operative Inc. (the “Co-Op”) on February 7, 2017 by the City of Toronto (the “Service Manager” or “City”) under its powers pursuant to section 85(6) of the Housing Services Act, 2011. The City has requested that we prepare this report summarizing our findings to date.

The Co-Op is comprised of 107 units including 7 townhomes; three of which face George Street and the remaining four townhomes are north-facing and located between Jarvis Street and George Street. The balance of the units are in a tower structure with access through the two passenger elevators located on the first floor. In total, there are 45 one-bedroom units and 52 two-bedroom units including 8 handicapped units (4th to 11th floor). The Co-op’s targeting plan requires that it maintain a minimum of 54 rent-geared-to-income (“RGI”) units. As of the date of this report there are 56 RGI units and 51 market units. Currently, there is only one vacant unit in the complex following the recent passing of a former member. The Receiver has arranged to sanitize the unit and will be searching for a tenant.

The Co-Op is one of four social housing projects constructed on land owned by Toronto Community Housing Corporation (“TCHC”) under a Master Construction Contract. The relationship between the four social housing entities is governed by the terms of two agreements:

- (a) Master Agreement; and
- (b) Terrace Shared Facilities Agreement (“TSFA”).

The Co-Op is physically adjoined as part of a larger complex with these four other facilities: Jenny Green Co-Op, Mary Lambert Swale Co-Op, Toronto Community Housing and Toronto Community Housing Rink (the “Adjoining Facilities”). The Adjoining Facilities as well as the Co-Op participate in the TSFA which allows these entities to share in common area and operating costs with the advantage of obtaining preferred or discounted pricing due to volume purchasing. The Co-Op is required to pay its pro-rata share of certain common facilities costs based on an annual shared facility budget including: parking garage, deck areas, sprinkler and stand-pipe systems, security and other administrative services.

OPERATIONAL & FINANCIAL FINDINGS

The following represent the more significant operational and financial findings since the Receiver’s appointment:

1. The former Coordinator/Property Manager was not able to produce a rent roll detailing the monthly rent charges in effect at the date of our appointment. Subsequent to her leaving employment with the Co-Op on February 17, 2017 the Receiver was unable to find a current rent roll in either electronic or paper form on the premises. Consequently, the Receiver had to prepare a rent roll from a combination of members’ account information contained in the accounting software system, member rental increase notices dated October 2016 and rental payments being received from members.
2. Correspondence addressed to the members dated October 2016, notifying of rent increases effective January 1, 2017, were riddled with mathematical errors and in some cases certain member’s rent decreased as a result of the calculation errors.

3. The information maintained in the member files was deficient and in many cases did not include income and asset documentation to properly support RGI eligibility and subsidy calculations.
4. The Receiver had to obtain details of the 2017 subsidy payments from the City as the Coordinator/Property Manager represented she did not have this information.
5. There were significant member and non-member rent arrears totaling \$80,614 and \$57,147 respectively at the onset of the receivership. The Receiver provided notice to all of the Co-Op members advising of the Co-Op's rent collection policies and advised the members that the Receiver would strictly adhere to the Co-Op's rent arrears procedures. The Receiver attended meetings with members with rent arrears resulting in payment arrangements with 6 members. Furthermore, the Receiver has retained a paralegal to commence the eviction process for members who are significantly in arrears and fail to attend scheduled arrears meetings to settle their overdue accounts. The Receiver has scheduled further arrears meetings in July 2017 and will continue to diligently pursue the collection of rent from the Co-Op's delinquent members.
6. An accounts payable listing was not maintained making it difficult to understand the Co-Op's outstanding financial commitments. The Coordinator/Property Manager was not helpful in assisting the Receiver in identifying these commitments. In addition, the Co-Op's administration office was disorganized with documents strewn on the boardroom table, piled on shelves and on top of filing cabinets making it extremely difficult to find current financial information.
7. There were significant supplier arrears at the onset of the receivership totaling approximately \$76,659 for overdue utility, cable, water and sewer charges, municipal taxes, TSFA Remittances (defined below), elevator repairs, fire testing and false alarms. The Receiver later discovered water and sewer arrears for the townhouses facing George Street which date back to 2012 through to 2017 totaling over \$9,000 for which the Coordinator/Property Manager claimed she had no knowledge that such accounts even existed.
8. The Co-Op did not maintain basic and effective financial management tools such as a budget to effectively manage the Co-Op's cash flow requirements. Consequently, the Receiver had to create a cash flow projection from the source documents it could find at the Co-Op and received through the mail. As stated, the Coordinator/Property Manager was not helpful in providing the Receiver with information regarding on-going operating costs or outstanding payables. The cash flow projection prepared by the Receiver showed that the cash generated from operations was insufficient to pay the Co-Op's expenses as they generally became due (including critical items such as the mortgage payment and outstanding elevator repair bills). The Receiver was required to borrow \$100,000 from the City in the form of an advance on future subsidy payments to continue operations.
9. The Receiver has subsequently discovered several additional liabilities that were not apparent from the information provided by the Coordinator/Property Manager and, therefore, not considered in the Receiver's initial cash flow projection. These include five years' worth of water and sewer arrears for the townhouses facing George Street, lawsuits for non-payment of service invoices, legal settlements for severance cost and property tax reassessments to name a few. A copy of the Receiver's Amended Cash Flow Statement is attached as Appendix A.
10. Bank reconciliations had not been completed for five months preceding the Receiver's appointment resulting in inaccurate and misleading financial information. In addition, the Receiver found certain tenants apparently paid rent in cash and these cash payments had not been recorded in the general ledger. As a result, the Receiver was unable to obtain a more

accurate listing of rent arrears until April 2017 when the Receiver, working together with the external bookkeeper, finished reconciling the accounts. Even after this reconciliation process, certain members claimed at arrears meetings that the arrears balances are still incorrect due to past posting errors and inaccurate entries.

11. A safe was present on site in the Coordinator/Property Manager's office and did not appear to have been used in years. The Coordinator/Property Manager had difficulty finding the safe combination but eventually provided it to us. The safe had an envelope with numerous stale dated cheques. Some of the cheques were security deposits for the rental of the party room which had not been returned to the respective members. Other cheques were for rent with the majority from members who no longer resided in the building. We are uncertain why these cheques were not deposited.
12. Based upon our meetings with Property Services Inc., the service management company that administers the TSFA, we understand that the Co-Op opted out of certain aspects of the shared services agreement and retained their own service providers for: elevator maintenance and repair, HVAC maintenance, insurance and alarm monitoring. Our review of the TSFA budget shows that the shared cost of insurance for the Adjoining Facilities is \$25,500 for fiscal 2017. This compares to the \$25,651 the Co-Op paid for its own insurance from the same insurer during 2016. The Receiver intends to further investigate HVAC cost savings that could be realized by participating in the TSFA for HVAC service. The Co-Op's pro-rata contribution pursuant to the TSFA for 2017 is \$71,714 payable in 12 equal monthly installments of \$5,976 (the "TSFA Remittances").
13. Since the Receiver's appointment, the elevators have frequently suffered mechanical breakdown. At certain times both elevators were out of service. At the commencement of the receivership, the Receiver contacted ThyssenKrupp, the elevator repair company contracted by the Co-Op for ongoing maintenance. ThyssenKrupp were unresponsive to the Receiver and failed to attend to the repairs even after indicating a technician had been dispatched. Eventually, they disclosed to the Receiver that the Co-Op had a significant past due account. ThyssenKrupp stated they refused to perform the necessary repairs until the outstanding invoices in excess of \$15,000 were paid and on the understanding that the Receiver would also immediately address the outstanding elevator safety compliance issues (discussed below). With only two elevators, the continuous breakdowns caused potential safety risk to the members.
14. The Receiver found a lack of controls over cash including rent paid in cash by certain members and not recorded. The Receiver also recovered in excess of \$8,000 in coins representing approximately four months of laundry revenue. The funds were found unlocked and in garbage bins on the floor in the Coordinator/Property Manager's office. The coins consisted solely of quarters and loonies. We note that since the Receiver has been controlling the laundry money collection, approximately 1/3 of all laundry coins collected are toonies.
15. The following chart summarizes laundry revenue earned during 2010 through 2015 as presented in the audited financial statements. The chart shows that laundry revenue has decreased since 2011. We understand that prior to 2012 a third party owned the laundry machines and collection of the laundry coin was managed by that party. Under that arrangement, the third party collected the coins, retained a percentage and remitted the net funds to the Co-Op. We are advised that in 2012 the Co-Op purchased the laundry machines and commenced collecting the coins itself.

Laundry revenue							
\$'s		2010	2011	2012	2013	2014	2015
Per audited financial statements	[A]	16,790	17,369	4,505	7,735	6,990	2,100
Estimated weekly revenue	[A]/52	323	334	87	149	134	40

Since the Receiver's appointment (approximately 19 weeks), it has collected \$10,295 in laundry revenue (excluding the \$8,130 recovered on the premises on the date of the Receivership). This is equivalent to an average of \$542 per week which is significantly higher than the weekly laundry revenue reported in fiscal 2012 (\$87), 2013 (\$149), 2014 (\$134) and 2015 (\$40). Collections are summarized in **Appendix B**.

16. Our review of the manual cheques shows that there were a large number of payments to the maintenance worker for what has been explained to the Receiver as general repair work. We are unaware of whether alternative external quotes were obtained for this work. This concern was also expressed by the external auditor.
17. The Receiver obtained copies of Management Letters prepared by the Co-Op's external auditor, Prentice Yale & Clark for the years ended 2007-2012 and 2014. The letters detail issues and concerns related to internal controls and operational issues discovered during the audits. Many of these issues appear in the letters year over year indicating the Co-Op did not rectify the deficiencies. The auditor's expressed concern regarding the Co-Op's high level of rent arrears and provided direction on potential collection procedure to assist in minimize losses. The issues are summarized in **Appendix C** attached hereto. The external auditor advised us that Management Letters were not issued for 2013 and 2015 as the Co-Op's management did not complete the necessary questionnaires from which the auditors formulate their comments. In an email from the auditors, they state that although a Management Letter was not issued for 2015 the following issues were noted during the audit:
 - High rent arrears balances including members on the Board of Directors (the "Board")
 - There were very few Board meetings and decisions were not documented in the Board minutes.
 - The maintenance manager always carries the corporate credit card. The credit card should be stored in a secure location when not in use.
 - Renovation work does not appear to be tendered. The maintenance worker completes the work and issues invoices. There is no evidence that the work was approved.
 - The maintenance worker is treated and paid like he is self-employed as opposed to an employee.
 - Maintenance work should be properly invoiced instead of simply paying a flat \$2,500 bi-weekly amount to the maintenance worker.
 - There is concern over the accuracy of the financial statements. During 2015 there were 20 adjusting entries.
 - Housing charges split between RGI and market was incorrect and required a reclassification entry.
 - The bank reconciliation contained:
 - a bank deposit entered into the books for December 15, 2015 which did not clear the bank in December or January 2016;
 - stale dated cheques totalling \$5,500 were still on the books.
 - Significant delays in management providing information required for the audit.
 - Laundry coin is collected but not deposited on a timely basis.
 - The same individuals collect and count the laundry coin monthly. These duties should be rotated.

18. The maintenance worker became a member of the union in 2017; but the Coordinator failed to register him for medical benefits. The Receiver coordinated the termination of medical benefits for the Coordinator/Property Manager after her employment with the Co-Op ended and attempted to arrange for benefits for the maintenance worker. Documentation provided by the benefits provider showed that the Coordinator had previously included the maintenance worker on her medical coverage and noted him as her spouse. Our discussions with the maintenance worker indicate that he is not her spouse and this arrangement was intended to save costs for the Co-Op while providing the maintenance worker with coverage during the period when he was considered "self-employed" and not an employee.
19. It appears that the poor financial condition of the Co-Op is the result of an accumulation of rent arrears and not adjusting member rent charges on a timely basis to reflect market rents. Additionally, the Co-Op appears to not have taken advantage of group discounts being offered to the overall complex. In addition, in the 5 years ended December 31, 2015, approximately \$76,000 in rent arrears has been written off by the Co-Op as bad debts. Based upon the audited financial statements, the Co-Op incurred net losses totaling approximately \$202,000 between 2011 and 2015. The Receiver expects further operating losses in fiscal 2016 once the annual audit is finalized.

BUILDING MAINTENANCE

The Receiver has dealt with and addressed the following major building maintenance issues since its appointment:

20. The Receiver retained Homestarts Inc. ("**Homestarts**") to complete a tour of the building and provide a report on any maintenance deficiencies identified (the "**Building Maintenance Report**"). Attached as **Appendix D** is the Building Maintenance Report dated February 15, 2017.
21. As described in the Building Maintenance Report, a vehicle had crashed into the cinder block wall in the parking garage. The other side of that wall housed the fire suppression control panel as well as telephone and cable systems. At the commencement of the receivership appointment we found the alarm had been ringing to alert it had been compromised. Our discussion with the maintenance worker found that the accident had occurred several months prior and was not repaired. We have since coordinated with Property Services Inc. for the repair to be performed and we understand that the cost of the repair is covered under the TSFA insurance policy.
22. As also identified in the Building Maintenance Report, the carbon dioxide levels in the parking garage were elevated as a result of a broken sensor that triggers the ventilation systems as appropriate. The Receiver also arranged for Property Services Inc. to repair the sensor pursuant to the TSFA.
23. All other maintenance deficiencies identified in the Building Maintenance Report, except for the guarding in the elevator room (discussed below), have been corrected by the Receiver.
24. There were a number of outstanding issues with the elevators brought to the Receiver's attention by ThyssenKrupp at the onset of the receivership including:
 1. protective guarding is required to both elevator 1 and 2 in the elevator room as required by the Technical Safety and Standards Authority ("**TSSA**");

2. top car rail guarding to ensure the safety of elevator technicians completing regular maintenance as required by TSSA;
 3. Category 5 testing (testing the elevator braking system at load capacity) as required by TSSA; and
 4. replacing the sill to elevator 1 so that the elevator door would stop constantly jamming causing the elevator to be inoperative.
25. The Receiver obtained a proposal from and subsequently contracted ThyssenKrupp to complete items 2 through 4 as they needed immediate attention. Item 1 above will be completed when sufficient funds are available to complete the work. In the meantime, the elevator room is locked and the Receiver has advised the maintenance worker to refrain from entering the elevator room.
26. Given the persistent elevator problems, the Receiver engaged F. Shaw Management and Consulting Inc. ("Shaw") to provide elevator consulting services to the Receiver at a cost of \$1,600 (\$800/elevator) and to prepare a report on the overall condition of the elevators. Shaw assisted the Receiver in reducing the original proposals from ThyssenKrupp to complete items 2 through 4 above from \$24,120 to \$17,500, a savings of \$6,602.
27. Attached as **Appendix E**, is Shaw's Elevator Assessment Report. In summary, the elevators are now operating safely but are at the tail end of their operational life span. It is conceivable that the elevators could continue to run for another 2 to 5 years. Breakdowns will be more frequent given that the operating software is obsolete and it will become increasingly difficult to source parts thus taking longer to service. The consultant is recommending allocating funds for a major modernization in the next 1 to 3 years at an estimated cost of \$423,470, excluding HST. If funds are not available for a full modernization, the consultant recommends replacing the door operators, door detectors, interlock and pickup assembly at a cost of \$40,000, excluding HST. The short term improvements will be maintained in the eventual elevator modernization.

OTHER MATTERS

Receiver has addressed other matters with since its appointment including:

28. The Receiver met with three management companies Homestarts, Ontario Property Management Group Inc. and MFS Property Services Inc. to obtain property management proposals. Homestarts was selected as the Receiver's agent and property manager on an interim basis until the City reviews the submitted proposals and selects a longer term property manager.
29. Prior to and upon its appointment, the Receiver was not informed that the Co-Op was unionized. Apparently, the Coordinator/Property Manager and the maintenance worker are part of the LiUNA local 183 union (the labourers union). This resulted in the Receiver having to engage legal counsel to review a management contract with Homestarts in respect of potential liability issues that could arise if the union attempted to organize Homestarts as they were effectively replacing the Coordinator/Property Manager. Furthermore, the union's threat resulted in additional time spent by the Receiver managing the Co-Op on a daily basis for a couple of weeks until the issue with Homestarts could be resolved.
30. At a general meeting attended by the Receiver and the City to advise members of the receivership proceeding, a number of members raised concerns that the former president either

had access to or copies of the keys to member units. Consequently, the Receiver changed the locks on each member's apartment.

31. The Receiver changed every lock to every maintenance area because various members had been provided or had access to keys. The Receiver received information from members and various service contractors performing maintenance work that it appeared that certain equipment had been tampered with (including the boilers and elevators). The elevator control keys were changed as certain members had copies of these keys and would place the elevators on service over the weekend when the Receiver or Homestarts were not on site. The elevators were tampered with and placed on service during times when the second elevator was inoperable due to breakdown putting all members at safety risk in the case of an emergency.
32. The Receiver and the Coordinator/Property Manager mutually agreed that her services were no longer needed due to the untenable situation between her and the members. She indicated to the Receiver that she feared for her safety should she continue her employment and continue to attend at the Co-Op. It was the Receiver's view, based upon the very short period the Coordinator/Property Manager assisted the Receiver, that the Coordinator/Property Manager was incompetent and could not effectively manage the Co-Op and should be terminated for cause. The Receiver offered the Coordinator/Property manager a generous severance package in the circumstances during a settlement meeting with the union present but it was refused. This has resulted in the union requesting arbitration.
33. As part of the Receiver's mandate it is required to attend three separate and pending arbitration meetings with the union to deal with: (i) allegations that the Receiver terminated the Coordinator/Property Manager without cause and that the Coordinator/Property Manager is entitled to 9 months of severance pursuant the union contract; (ii) the expired union contract which the union mandates the Receiver renegotiate on behalf of the Co-Op and (iii) failure by the Co-Op to pay union dues for the sole unionized employee (this latter issue has been rectified by the Receiver).
34. Unit occupancy checks were arranged by the Receiver and conducted by Homestarts.
35. After a deadly fire in a building in close proximity to the Co-Op, the Fire Marshall required that the Co-Op be inspected. The Receiver prepared for a fire inspection with the Fire Marshall to ensure the building was in compliance with fire code.
36. The Receiver has had to communicate and continues to report to the Royal Bank of Canada who transferred the mortgage/loan to its special loans group given the receivership appointment.
37. The Receiver seized the funds in the Co-Op's bank account which totaled \$104,475.
38. The Receiver has notified PH&N Investment Services of its appointment and advised that only the Receiver has the ability to access the investment funds which are held by it. As of December 31, 2016, the investments had a market value of \$234,958. The investment funds represent a restricted reserve for future capital investments which are to be approved by the City.
39. The Receiver transferred all of the Co-Op's utilities into the name of the Receiver.
40. All payments related to the Co-Op's operations are currently being made by the Receiver.

41. The Receiver has filed the requisite Receiver's Notice and Statement with the Office of the Superintendent of Bankruptcy and the Co-Op's creditors pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act*.

RECEIPTS AND DISBURSEMENTS

Appended hereto as **Appendix F**, is the Receiver's Statement of Receipts and Disbursements for the period February 7, 2017 to June 30, 2017 (the "**R&D Statement**"). The R&D statement reports net receipts over disbursements of \$127,721.30 for the period.

FUTURE ACTIONS

In addition to the foregoing, the Receiver expects to investigate and complete the following items in the near future.

- Review the current rents being charged and compare them to current market rents. Where appropriate and as allowed for, rents will be increased to assist with covering the fixed costs of the Co-Op.
- Investigate whether costs can be saved by participating in the TSFA agreement for shared services that the Co-Op previously opted out of.
- Diligently attempt to collect the arrears which includes establishing and following stringent collection policies similar to those outlined in the Auditor's Management Letters.
- Determine whether the existing Board was terminated and if not, request that the City terminate the Board (or include language in the Receivership Order that the Board be terminated). Subsequent to this and when appropriate, reconvene a new Board of Directors from the existing members which should be trained by CHFT. It is expected that in the meantime a temporary Board would include members of the Co-Op as well as representatives from of the Receiver, Homestarts and the City.
- Discuss the elevator modernization recommendations of Shaw with the City.

BDO CANADA LIMITED, in its capacity as the Receiver of Jarvis George Co-Operative Inc. and not in its personal or corporate capacity.

Per:



Gary Cerrato, CIRP, LIT
Vice-President

APPENDIX A

Jarvis George Housing Cooperative Inc.
Cash flow projection
July 1, 2017 to December 31, 2017

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Cash receipts:							
Member occupancy - post receivership	\$ 79,420	\$ 79,420	\$ 79,420	\$ 79,420	\$ 79,420	\$ 79,420	\$ 476,518
Member occupancy - pre receivership	1,500	1,500	1,500	1,500	1,500	1,500	9,000
RGI - City of Toronto	70,390	70,390	70,390	70,390	70,390	70,390	422,340
Laundry	2,000	2,000	2,000	2,000	2,000	2,000	12,000
Investments	-	-	-	-	-	-	-
HST refund	-	-	45,000	-	-	-	45,000
Total receipts	153,310	153,310	198,310	153,310	153,310	153,310	964,858
Cash disbursements:							
Mortgage	68,643	68,643	68,643	68,643	68,643	68,643	411,859
Materials and services:							
Building and equipment	1,200	1,200	1,200	1,200	1,200	1,200	7,200
Painting / flooring / electrical	500	500	500	500	500	500	3,000
Heating and plumbing	1,000	1,000	1,000	1,000	1,000	1,000	6,000
Fire - testing	254	254	254	254	254	254	1,526
Fire - false alarms	350	350	350	350	350	350	2,100
Elevator (regular maintenance)	1,944	1,944	1,944	1,944	1,944	1,944	11,663
Elevator Repairs	8,700						8,700
Pest control	300	300	300	300	300	300	1,800
Weekend Security (LK Protection)	297	297	297	297	297	297	1,780
Change of locks/locksmiths	150	150	150	150	150	150	900
Utilities:							
Gas	2,500	2,500	2,500	3,000	3,500	4,000	18,000
Electricity	24,000	13,000	13,000	12,500	12,500	12,500	87,500
Water and sewage (Townhomes)	10,949						1,886
Water and sewage	7,000	7,000	7,000	6,000	6,000	6,000	39,000
Administrative overhead:							
Salaries	9,921	5,616	8,425	5,616	5,616	5,616	40,811
Benefits	6,133	767	767	767	767	767	9,968
Union dues	180	180	270	180	180	90	1,080
Membership dues	-	-	-	-	-	-	-
Audit	10,000	-	-	-	-	-	10,000
Cable	4,124	4,124	4,124	4,124	4,124	4,124	24,745
Telephone	300	300	300	300	300	300	1,800
Internet	72	72	72	72	72	72	434
Office supplies	250	250	250	250	250	250	1,500
Legal	22,258	10,000	3,500	3,500	3,500	3,500	46,258
Bank / interact charges	150	150	150	150	150	150	900
Photocopier lease	142	142	142	142	142	142	853
Insurance	2,259	2,259	2,259	2,259	2,259	2,259	13,554
WSIB	354	354	532	354	354	354	2,303
Municipal taxes	21,666	21,665	21,665	-	-	-	64,996
Shared facilities	11,952	11,952	5,976	5,976	5,976	5,976	47,808
Property manager	12,424	12,424	12,424	12,424	12,424	12,424	74,546
Contingency (lawsuits & Arbitration)		25,383	34,706	6,727	6,727	6,727	80,270
Miscellaneous Maintenance	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Total disbursements	231,473	194,278	194,200	140,480	140,980	143,276	1,044,689
Net cash surplus / (deficit)	\$ (78,164)	\$ (40,968)	\$ 4,109	\$ 12,829	\$ 12,329	\$ 10,033	\$ (79,831)
Opening cash balance	\$ 27,721	\$ 49,558	\$ 8,589	\$ 12,698	\$ 25,528	\$ 37,857	
Borrowings/(Repayments)	100,000						
Sub Total	127,721	49,558	8,589	12,698	25,528	37,857	
Net cash surplus / (deficit)	(78,164)	(40,968)	4,109	12,829	12,329	10,033	
Closing cash balance	\$ 49,558	\$ 8,589	\$ 12,698	\$ 25,528	\$ 37,857	\$ 47,890	

APPENDIX B

Appendix B

Jarvis George Co-Operative Inc.

Laundry revenue

Deposit date	Comments	Collected
08-Feb-2017	Funds found on premises	8,130
14-Feb-2017	Represents two weeks and portion of coin found on premises	1,487
16-Feb-2017	Part of Feb. 14 collection	130
21-Feb-2017		645
27-Feb-2017		600
06-Mar-2017		540
14-Mar-2017		600
20-Mar-2017		655
29-Mar-2017		480
03-Apr-2017		550
10-Apr-2017		540
18-Apr-2017		470
26-Apr-2017		735
02-May-2017		460
15-May-2017	Collected prior week but deposited on May 15, 2015	515
16-May-2017		660
23-May-2017		560
31-May-2017		675
01-Jun-2017		320
06-Jun-2017		200
14-Jun-2017		585
21-Jun-2017		505
Total (February 8 - June 21)		20,042
Total (excluding Feb 8 - Feb 16, 19 weeks)		10,295
Average (February 21 - June 21, 19 weeks)		542

APPENDIX C

Summary of Auditor's Management Letter points		2007	2008	2009	2010	2011	2012	2013	2014	2015
1	Significant rent arrears exist.	\$53,265				\$52,800	\$54,011	Management letter not issued		Management letter not issued
2	Auditor's express concern regarding ineffective controls over rent collections.	yes	yes	yes	yes	yes				
3	Rent arrears from board members exist.	yes					yes		yes	
4	Board meeting minutes are not signed.	yes	yes	yes	yes					
5	The Co-Op's capital plan is outdated.	yes	yes							
6	Auditors express concern of the collection of rents in cash as it causes risk of loss due to theft or fraud. The auditors recommendation the adoption of a no cash policy.	yes	yes	yes	yes	yes				
7	Missing supplier invoices.		yes						yes	
8	Significant year end adjustments indicating lack of accurate internal financial records.		yes	yes		yes	yes		yes	
9	Unknown adjustment being made to bank accounts by the Bank.		yes	yes	yes					
10	Recommendation to initial supplier invoices as a control to show invoices are reviewed prior to signing the associated cheques to the supplier.			yes	yes				yes	
11	No written investment policy or outdated investment policy.	yes	yes	yes	yes					
12	Recommendation that the Co-op rotate the duties for collection and counting of laundry coin.					yes			yes	
13	Laundry coins are collected but not deposited in the bank accounts or kept in a secure location.						10 mos. worth		9 mos. worth	
14	An old bookkeeping software is being used. It which should be upgrade to avoid risk of data loss.						yes		yes	
15	No repayment agreements exist for any members with rent arrears.								yes	
16	The Co-Op credit card is always carried by the maintenance manager.								yes	
17	The Maintenance employee is being treated and paid as an independent contractor.								yes	
18	There are missing cheque stubs.								yes	

APPENDIX D

**Jarvis George Housing Co-op
279 Jarvis St.**

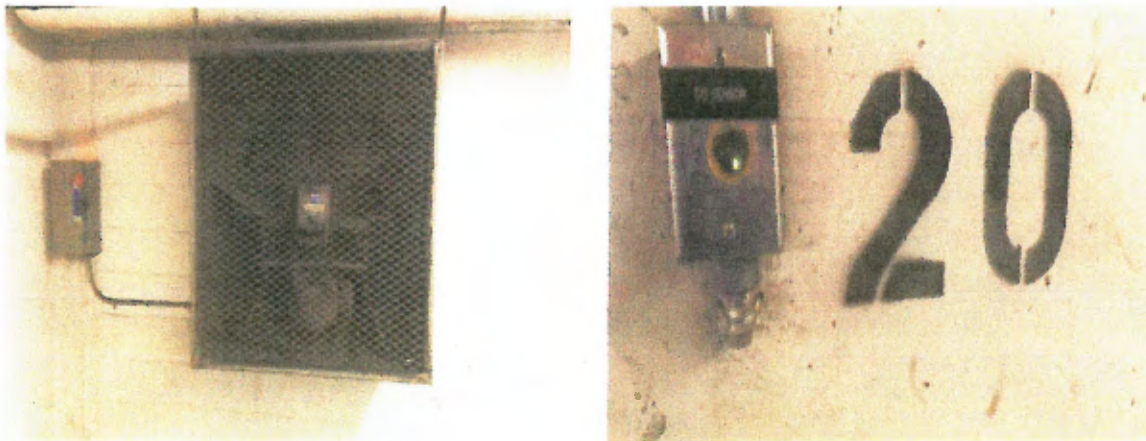
Inspected by Stuart Wroe and Patrick Masterson - Homestarts. February 15, 2107

1. Parking Garage

1.1 The parking garage exhaust fan's on P1 & P2 are not operational. They appear to be activated by CO sensors located in the parking garage.

It is Homestarts' opinion that the CO levels particularly on P2 are in excess of what is normally allowable. Veronique McLean informed Homestarts that Property Services Inc. (416-977-0202) are contracted under the shared facilities agreement to maintain the parking garage.

Recommendation: Contact Property Services Inc. and inform them of the concerns above. Ask that the extraction fans are manually operated until the CO sensors are examined and repaired.



1.2 Damage from the impact of a vehicle collision circa December 2016 has caused damage to the cinder blocks and the interior of the telephone and cable room situated on P1 (picture below).

Recommendation: To contact Property Services Inc. for clarification on status of repair.



2. Mechanical Room Leak

2.1 The hot water storage tank recirculation line is severely corroded and leaking (picture below) and is in danger of flooding the mechanical room and apartments below.

Recommendation: To schedule a contractor to provide a quotation and scope of work for replacement of affected areas of pipe (picture below) and complete repairs immediately.





June 6th, 2017

To the attention of:

Patrick Masterson
Property Manager

Re:
279 Jarvis, Toronto
Elevator Equipment Assessment



Dear Mr. Masterson

Further to your instructions, we have prepared a detailed review of the two passenger elevators in the above referenced building. We performed this review with a focus on the following:

- a) State of the equipment
- b) Short and long term serviceability
- c) Modernization budgeting

Table of Contents

Elevator Equipment Audit Report – 279 Jarvis St

Section 1- General Equipment Review:

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Hoistway.....	5
Summary of Equipment.....	6

Section 2- Summation

General notes and Recommendations.....	7
Budget.....	8-9
Modernization pictures.....	10-16

- ii. The DC Main motor which is still repairable also has very old wiring and as such, it too could also fail at any time. A motor rewind typically takes about 2 weeks to remove, rewind then put back in service.
 - iii. The existing auxiliary braking system is a Hollister Whitney 622 which is installed and controlled by a Hollister Whitney interface to the main controller. The unit is still currently serviceable with some parts or a newer model replacement
- 2. **Generators:** The elevators use an AC to DC generator system which takes incoming Hydro 600VAC power and transforms same to DC voltage for use in regulating the elevator speed.
 - a. Life Span and Repair:
 - i. These types of generators may occasionally require a typical motor coil and winding rewind and would necessitate an approximate 2 week shutdown period. For now, Parts for this are available but as these units become scarcer, shut down time will increase as well as repair costs. These units would typically be removed during a modernization and replaced with much more energy efficient VVVF drives which would be incorporated in the new controllers.
- 3. **Positioning system:** This installation uses a combination of electro mechanical and sensors in the hoist way which to relay information on elevator position to the controllers and is known as a Northern PPU Tape Head Designed Landing System.
 - a. Life Span and Repair:
 - i. Some of the system components are becoming obsolete and harder to obtain through different suppliers and these would eventually need to be replaced by newer microprocessor based systems. The existing system is very tired and parts are becoming very difficult to find leading to longer elevator down times. These types of system will typically cause occasional shutdowns and mis-levels due to wear and failure of mechanical or PC board related components.
- 4. **Speed Governor:** The site uses original Northern type governors. These servo mechanical devices measure the speed of the elevators and trigger the elevator cab safeties should an over speed condition occur.
 - a. Life Span and Repair:
 - i. These governors are also nearing the end of their lifespan. Replacement parts are becoming very scarce. Although some items related to the governors could be repaired in a local machine shop, a failure of a more important part would probably have the elevator company coming to you with an extra fee to replace the "obsolete"

unit with a new one. These would also be replaced during a modernization basically, due to their age as well as lack of the appropriate adaptability required by newer control systems.

5. **Controller:** The sites logic and static drive controllers are comprised of early original Northern vintage Normic 1600 combination relay based + TTL chip and card technology. Although innovative for the time, many of the components are getting rarer.
 - a. Life Span and repair:
 - i. This control type is nearing the end of its lifespan and although it could conceivably run for another 2-5 years. However, it should be noted that the elevator main boards that are controlling voltage input and outputs to the DC current hoist motor are now obsolete and with the closure of the plant, there is a high risk of not being able to source parts for future repairs. This type of controller is becoming very scarce and we would estimate that 80% of these have already been modernized. Typically when modernization is performed, these controllers would be replaced with newer microprocessor based units.

Hoistway:

1. **Wiring:** The sites existing wiring is primarily from the original installation 24 years ago. It is serviceable and safe but in the long term needs to be included in the plans with elevator modernization.
2. **Hall door equipment:** The sites hall door equipment is of a center parting design and is completely original and is comprised of Northern ECI interlocks with associated closers. This equipment is still serviceable but very tired. Most of it would be replaced during an eventual modernization.
3. **Cabin and car frame equipment:**
 - a. The cab finishes are in relatively fair condition and appear to have been upgraded over the past few years.
 - b. The cab and hall fixtures and buttons are becoming obsolete and do not meet the current AODA accessibility requirements. The fixtures appear to show signs of vandalism.
 - c. The car door operator is original ECI model 895 which is no longer manufactured and has limited availability of parts. In the event of a structural door operator failure of a major item, we would recommend an upgrade to the newer G.A.L microprocessor door operator.

- d. The car safeties on these units are also the original Northern units. They seem to be visually in good condition. Again and only for reasons of eventual parts scarcity, we would recommend them being replaced during an eventual elevator modernization.
4. **Pit:** The buffers, pit steel support structure, limit switches and governor deflector sheaves are all original Northern equipment, this equipment does show signs of rusting from water penetration into the pit area over years of use. There is paper and debris present in the pit, this should be cleaned on a regular bases as this presents a fire hazard.

General:

In general, the elevators are operating in a safe efficient manner. At the time of our inspection, elevator 1 was not operational due to ongoing issues and has been out of service for approximately one week. We did not detect any serious operational issues with elevator 2. Performing routine standard maintenance tasks on the elevators could assist in improving reliable elevator service.

With respect to the elevator controllers, we did find some serious issues with improper mounting of the controller boards as noted in our pictures along with substandard door operator repairs.

TSSA allowed Maintenance Control Programs (MCP) starting in spring 2014 where elevator service providers could change the frequency of site visits and tasks without going over 3 months per visit per elevating device to perform maintenance. Reviewing the log book entries and maintenance tasks completed by the service provider, we have noted that until the end of March 2014, site maintenance was being performed regularly on a monthly bases. After March 2014, the next maintenance visit by the service provider was in August 2015, which is a 17 month gap between any type of preventive maintenance being performed on the elevators. Also, the last maintenance visit in 2015 was in November and the next subsequent visit was in March 2016. These large gaps in maintenance site visits can result in deterioration of elevator equipment and reliability.

These elevating devices are maintainable by most reputable elevator companies but we caution planning for future upgrades due to the obsolescence of parts. It is not impossible for these types' elevators to run as is for 2-5 years but parts will continue to become scarcer and as such breakdowns will typically take longer to repair and occurs more frequently.

Section 2- Summation:

In general, these elevators are at the tail end of their operational lifespans. They are however operating in a safe manner and we did not detect any serious safety issues.

These units are maintainable by most reputable elevator companies but we caution planning for future elevator modernization due to the obsolescence software, parts, etc. issues explained earlier.

It is not impossible for these elevators to run as is for another 2-5 years but parts will continue to become scarcer and as such breakdowns will become more and more frequent and typically take longer to service.

As such we would recommend allocating funds for a major modernization and preparing to go out to tender for the same in the next 1-3 years. If funds are not available for full elevator modernization, we recommend replacing the door operators, door detectors, interlock and pickup assembly immediately as recommended in our short term improve reliability budget. These items will be retained in the eventual elevator modernization.



279 Jarvis Street - Elevator Modernization Budgeted Cost

Elevator Modernization Price (Budgeted Cost based on our Specification)	\$	300,000.00
--	----	------------

Electrical	\$	12,000.00
HVAC (if required)	\$	7,500.00
Cutting & Patching (if required)	\$	8,000.00
Structural work (if required)	\$	10,000.00
Smoke Detector & Fire Panel	\$	30,000.00
FSMCI Project Management Fees (Projected Fees)	\$	20,970.00
Transfer Switch (ATS)- If required	\$	20,000.00
Project Contingency	\$	15,000.00
Total Associated Mod costs	\$	123,470.00

Total Mod-n Estimated Cost (Excluding HST)	\$	423,470.00
---	----	------------

Maintenance per month	\$	-
5-Year Maintenance price	\$	-

Total Package Price =		
Modernization + Associated costs	\$	423,470.00



279 Jarvis Street - Elevator Modernization- Upgrades (Short Term- Improve Reliability)

Elevator Modernization Upgrades Price- (Budgeted Cost based on our Specification)	
1	New Door Operators, Door Detectors & Hall Door Interlocks & Pickup Assy \$ 40,000.00
	Total Associated Mod costs \$ 40,000.00

Notes

1) In proceeding with Modernization, immediately Item #1 is not required because it will be part of the modernization scope of work

Modernization Before and after possibilities:

Current fixtures are becoming obsolete and do not meet code requirements for accessibility requirements.



An example of upgraded fixtures which would meet current codes (notice how the hall station buttons can be lowered to the correct code using extended faceplates which also removes the need to cut and patch new holes in the building structure)

Car Station



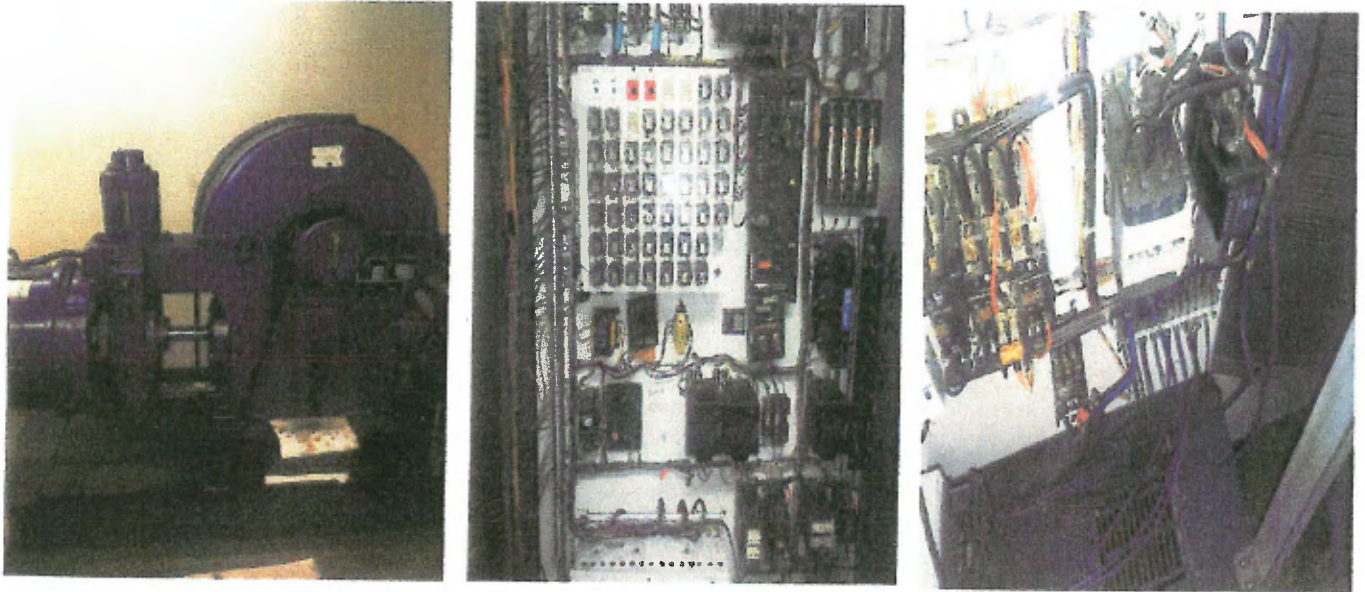
New extended hall station



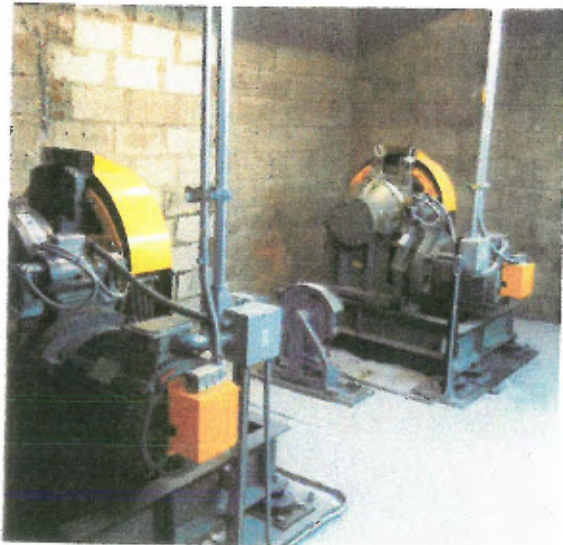
New hall position indicator



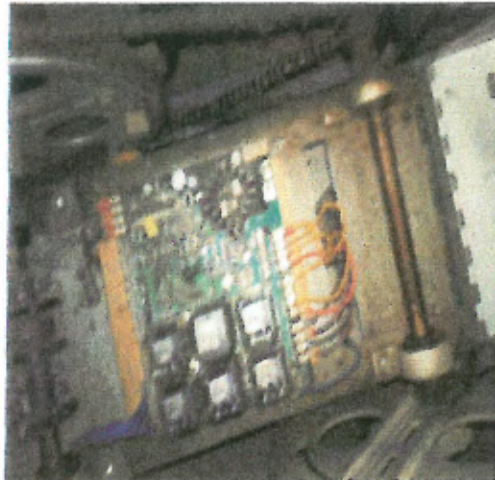
Existing machines and controllers:



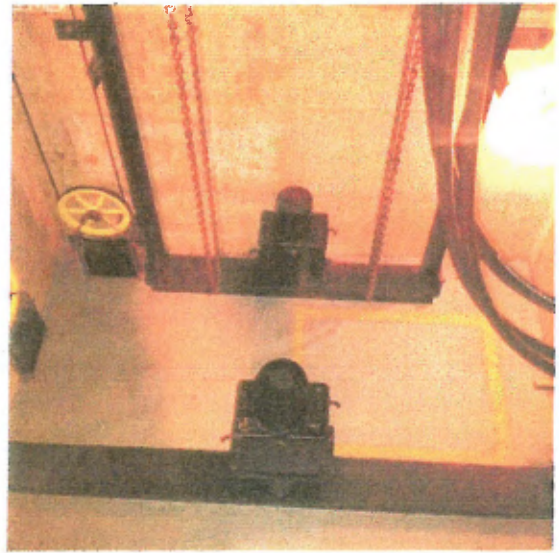
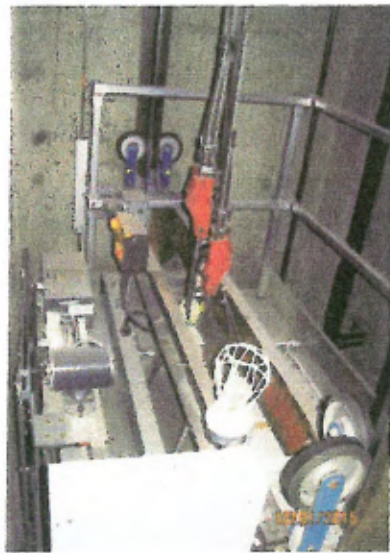
New Machines, Rope grippers and combination VVVF drive and microprocessor controllers:

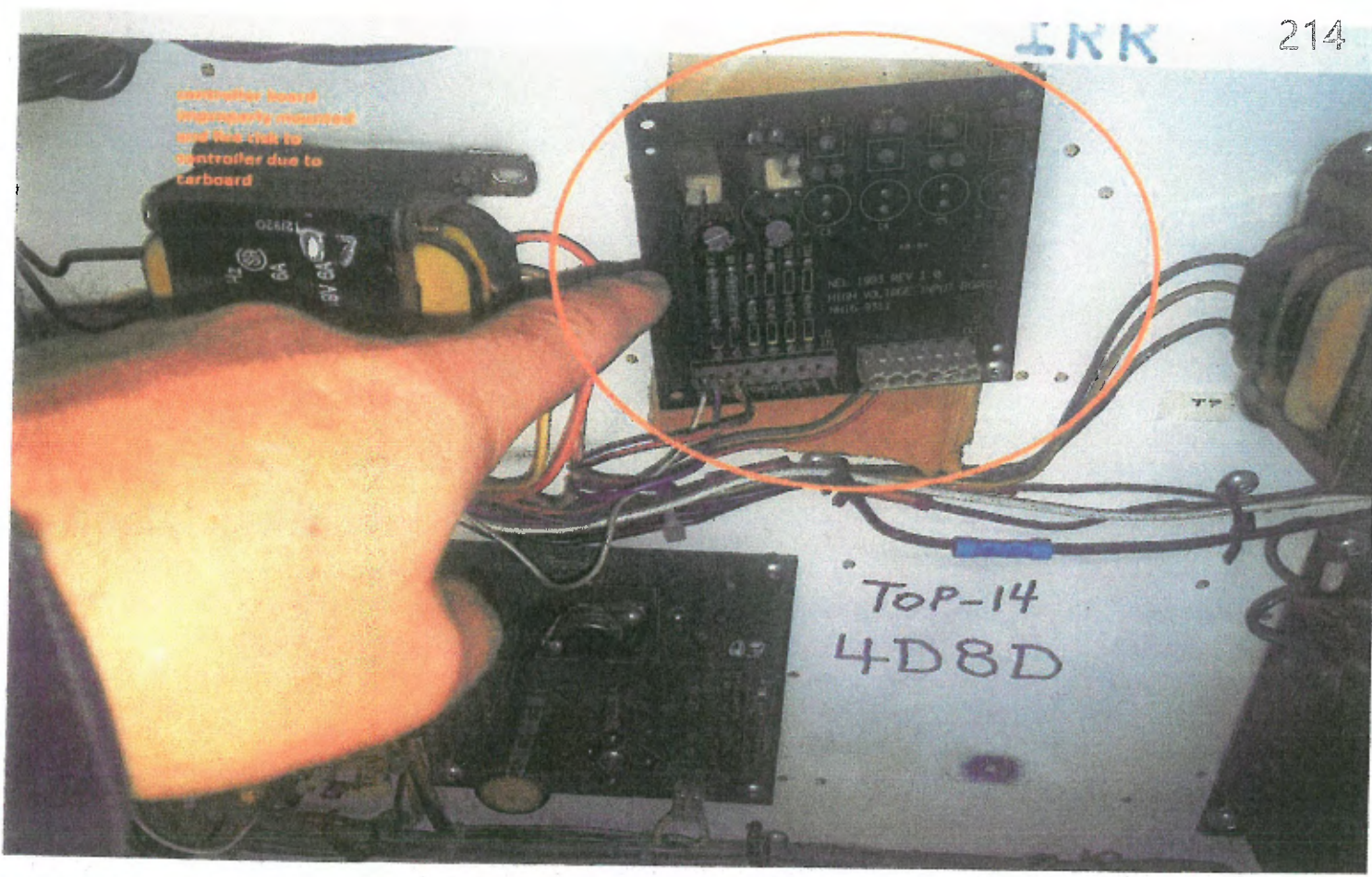


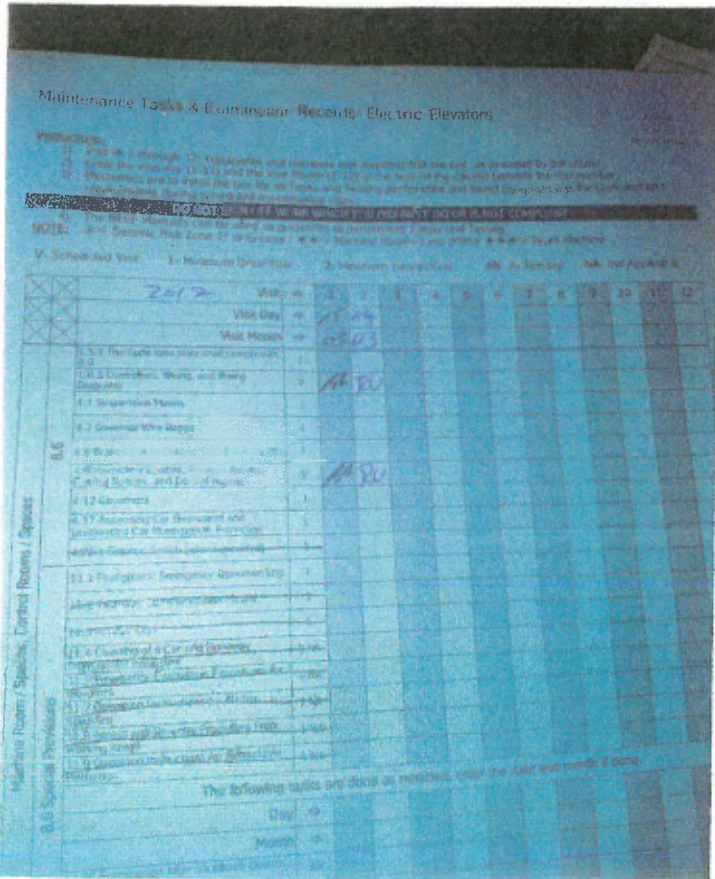
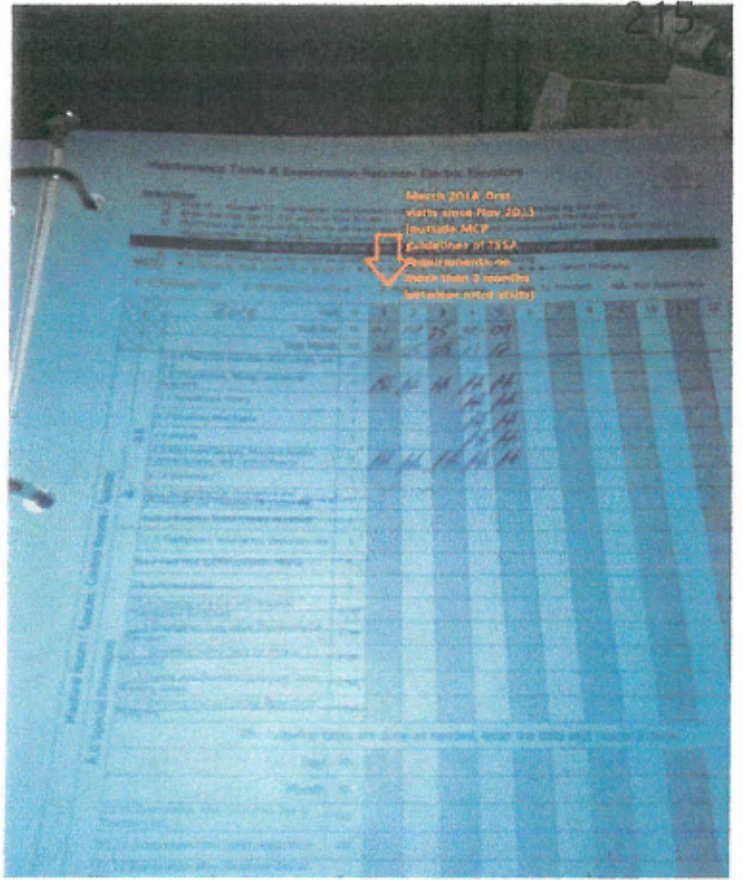
Existing car tops and pit equipment:

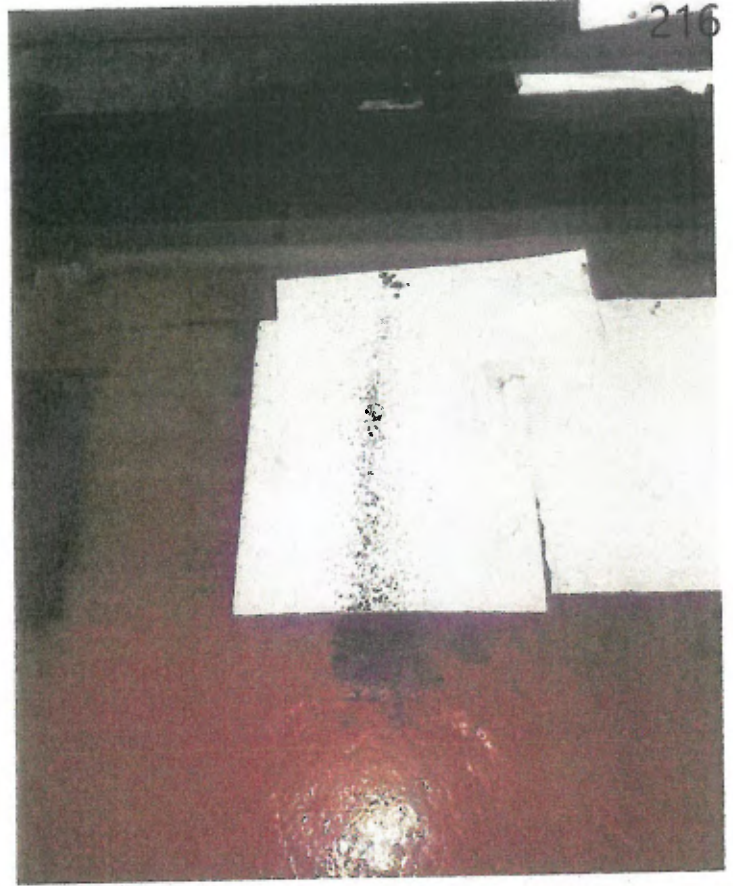
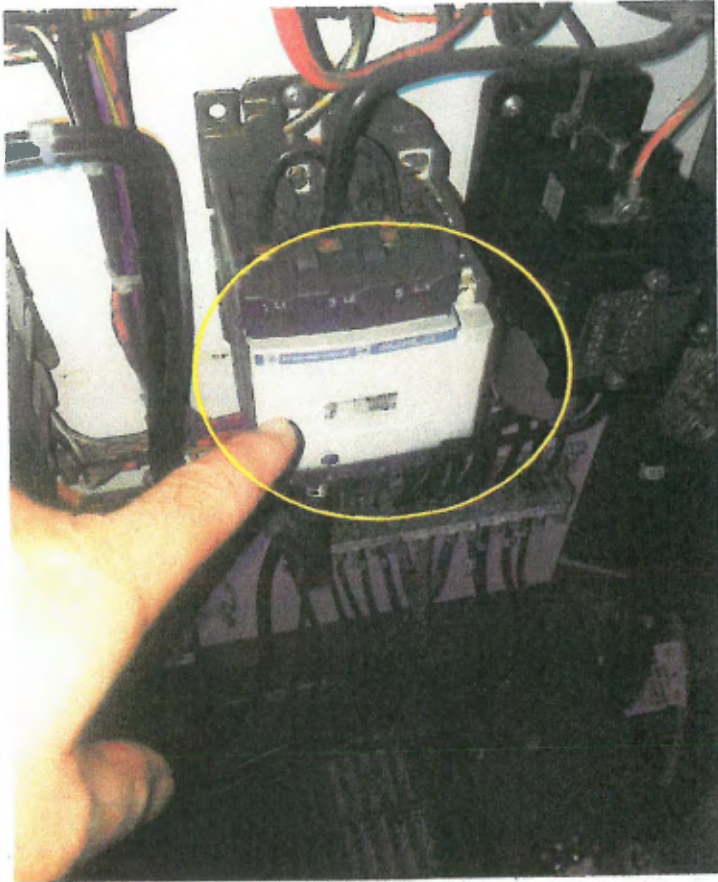


Example of modernized car top, Pit and hall door equipment:









↓

First mtce visit in 2015 by log book entry (first onsite since March 2014)

2015		Visit	1	2	3	4	5	6	7	8	9	10	11	12	
		Visit Date	18	16	11										
		Visit Month	09	10	11										
8.11.15 Barnstaple	(a) Pit Access, Lighting, and Step Switches	V	RV	AA	AA										
	(b) Bottom Clearance and Bundry	V	RV	AA	AA										
	(c) Traveling Cables	V	RV	AA	AA										
	(d) Compensating Chain, Ropes, and Slings	V	RV	AA	AA										
	(e) Car Frame and Platform	V	RV	AA	AA										
	(f) Machinery Space/Control Space	V/NA													
	(g) Working Areas in the Pit **														
	(1) Means to prevent unexpected movement	V/NA													
	(2) Unexpected Car Movement Device	V/NA													
	(3) Operating Instructions for Unexpected Car Movement Device	V/NA													
	(4) Operating Instructions for express and safety procedure	V/NA													
	(v) Equipment Exposure to Weather	V													
	(n) Machinery Supports and Fixing	V													
	(o) Guarding or Exposed Auxiliary Equipment	V													
	(p) Pit Inspection Operation	V													
4.1 Laminating Mats	V														
4.3 Lubrication of Guide Rails	V/NA	RV	AA	AA											
4.4 Oil Buffer	V														
4.5 Safety Mechanism	V														
4.7 Cleanliness of Pit	V	RV	AA	AA											
(10) Retention of Car-Holding Ropes on Landing Drum Machines ***	V/NA														
(11) Bundry	AN	RV	AA												
1.9 Compensated Chain and Slings	V														

Spring

APPENDIX F

Appendix F

Jarvis George Co-Operative Inc.
 Summary of Receipts and Disbursements
 As At June 30, 2017

Cash Receipts:

Rents and subsidy payments collected	\$ 619,644.55
Advance/loan on subsidy payments	100,000.00
Cash on hand	104,475.38
Laundry money and other receipts	21,649.00
Interest	92.85
Total cash receipts	845,861.78

Cash Disbursements:

Mortgage payments	274,572.68
Utilities	113,536.31
Property management	84,271.13
Property taxes	58,646.58
Repairs and maintenance	44,008.84
HST paid on disbursements	30,901.89
Operating expense (lock change, pest control, etc.)	22,268.22
Wages	20,746.40
Telephone	20,163.39
Legal fees	19,707.30
Insurance	12,008.20
Severance settlement	8,387.74
Elevator consultant	3,760.00
Other	2,537.32
Bookkeeping services	1,982.50
Bank charges	641.98
Total cash receipts	718,140.48
Net receipts in excess of disbursements	\$ 127,721.30

Notes:

- [1] The Receiver also holds funds segregated for future capital improvements.
 These reserve funds are invested with PH&N Investment Services.

TAB L

This is Exhibit "L" referred to
in the *Affidavit of Glenn
Courtney*, sworn on the 5th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

Consent to Act as Receiver

Dear Mr. Courtney,

Further to our conversation/communication in relation to Jarvis George Co-operative Inc. (the "Debtor") the purpose of this letter is to advise that BDO Canada Limited does hereby consent to act as Receiver of the Debtor's assets.

Dated at the City of Toronto in the Province of Ontario, this 5th day of July, 2017.

BDO Canada Limited

Per:

A handwritten signature in cursive script, appearing to read "J. Parisi".

Josie Parisi, CPA, CA, CBV, CIRP, LIT

BETWEEN:

CITY OF TORONTO

-and-

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF GLENN COURTNEY

(Sworn July 5th, 2017)

CITY SOLICITOR'S OFFICE

City of Toronto, Legal Services

Station 1260, Metro Hall

55 John Street, 26th Floor

Toronto, ON M5V 3C6

Roberto E. Zuech

LSUC No. 38543 A

Tel: (416) 392-3735

Fax: (416) 397-5624

Email: Roberto.Zuech@toronto.ca

Lawyers for the Applicant, City of Toronto.

TAB 3

Court File No. CV-17-578381-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CITY OF TORONTO

*Applicant**- and -*

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

*Respondent***AFFIDAVIT OF ARLENE RAWSON**(Sworn July 13th, 2017)

I, **ARLENE RAWSON**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Housing Consultant in the Operations Support Group, in the Housing Stability Services Unit ("Housing Stability Unit"), which falls within the City of Toronto's (the "City") Shelter, Support and Housing Administration Division. At the time of the swearing of this affidavit I am the Acting Manager for the Housing Stability Unit and have been given this role by Glenn Courtney, a Manager of the Housing Stability Unit who is currently away from the office on vacation. I have reviewed the Affidavit of Glenn Courtney sworn on July 5, 2017. In my position as a Housing Consultant I have had some involvement with respect to the Housing Project at 279

Jarvis Street over the last several years. Where I am advised of facts in this affidavit I verily believe the content to be true. As such I have knowledge of the matters to which I hereinafter depose.

2. This Affidavit is made to update the facts set out in the Affidavit of Glenn Courtney in regards to matters, described below, that have transpired since the swearing of his affidavit on July 5, 2017. As Glenn Courtney is away on vacation I am swearing this affidavit in my capacity as Acting Manager of the Housing Stability Unit.

3. At paragraph 40 in the Affidavit of Glenn Courtney he discusses a notice letter dated May 9, 2017 that was sent to the members of the Board of Directors for Jarvis-George Housing Co-operative Inc. ("Jarvis-George Co-op"). The purpose of this letter was to advise the co-op that the City is considering applying to the Superior Court of Justice for an order extending the private appointment of BDO or seeking the appointment of the receiver by the Superior Court of Justice. The letter states that submissions to the City can be made within 60 days after which a decision will be made. For ease of reference attached hereto and marked as Exhibit "A" is a copy of the notice letter dated May 9, 2017.

4. At paragraph 41 in the Affidavit of Glenn Courtney he states that at the time of the swearing of his affidavit the City had not received any submissions or notifications in response to the notice letter dated May 9, 2017.

5. I am advised by Leif Lahtinen, a Housing Consultant in the Housing Stability Unit that on July 7, 2017 a package containing a response to the May 9, 2017 notice letter was hand delivered to the offices of the Housing Stability Unit by a woman who identified herself as "Grace". The response is addressed to Mr. Lahtinen and dated June 30, 2017. It is unexecuted and appears to be prepared by Fred Asamoah, President of Jarvis-George Co-op. The response sets out several assertions and goes on to state that:

"It is the opinion of the Board that the service Manager Appointment of the interim receiver should be extended for a period of another six Months, so that the City can complete the investigation started. If there are any document that needs to be signed to that end please notify the President, Mr. Fredrick Asamoah. We are confident that the City will find those allegations made against our co-op to be unfounded."

Attached hereto and marked as Exhibit B is a copy of the response from Fred Asamoah, President of Jarvis-George Co-op dated June 30, 2017.

6. As required by section 95 (6) (c) of the *Housing Services Act, 2011*, S.O. 2011, c.6, Sch. 1, as amended ("HSA"), in response to the submission a notice of decision was delivered to Fred Asamoah on July 12, 2017 (as well as the other five members of the Board of Directors) advising him that his submissions have been considered and that it is the decision of the Service Manager to request an extension of the appointment of BDO as the receiver and manager from the Superior Court of Justice. The notice of decision is dated July 11, 2017 and signed by Maria Varlokostas who is acting for the Director of Housing Stability Services, Doug Rollins. In part the notice of decision states:

"In compliance with paragraph 90(6)(c) of the Housing Services Act (HSA), this notice will service to advise you that the Service Manager has considered your submissions and has made a decision to proceed with the application to extend the term of the appointment of the interim receiver and manager. ...

The City remains of the view that the view that Jarvis-George Housing Co-operative Inc. (Jarvis George) has contravened the HSA and the regulations thereunder; that it has incurred an accumulated deficit that is, in the opinion of the Service Manager, substantial and excessive; and that in the opinion of the Service Manager, Jarvis George has failed to operate its housing project properly. The basis of those views were set forth in our notice of May 9th and your submissions have not persuaded the City otherwise.


...

In your submission you state that it is your opinion that the receiver manager appointment should be extended for a further 6 months. We have considered your submission and decided to proceed with the Superior Court application to extend the appointment of the receiver. We feel that the receiver should be in place until such time as it has had the opportunity to stabilize the operations of the housing project and the City Service Manager has had the opportunity to consult with Jarvis George's membership regarding its decision of whether the operation of the Housing Project should be transferred to a community-based non-profit housing provider or whether the operations should be returned to a capable co-op Board of Directors."

Attached hereto and marked as Exhibit "C" is a copy of the notice of decision dated July 11, 2017.

7. This affidavit is sworn in support of the City of Toronto's Application to extend the appointment by the City of the receiver and manager BDO Canada Limited ("BDO") as required under subsection 95 (3) of the HSA.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario,)
this 13th day of July, 2017.)



ROBERTO E. ZUECH
A Commissioner for Taking Affidavits



ARLENE RAWSON

TAB A

This is **Exhibit "A"** referred to
in the *Affidavit of Arlene
Rawson*, sworn on the 13th day
of July, 2017.



ROBERTO E. ZUECH
LSUC # 38543 A
A Commissioner for Taking Affidavits



Doug Rollins
Director, Housing Stability Services

Shelter, Support & Housing Administration
Paul Raftis, General Manager (1)

Housing Stability Services
365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4

Tel: 416-392-0054
Fax: 416-696-3718
Doug.Rollins@toronto.ca
www.toronto.ca

May 9, 2017

Fred Asamoah, President
Jarvis-George Housing Co-operative Inc.
279 Jarvis Street
Toronto, ON M5B 2N3

Dear Mr. Asamoah:

Re: Opportunity to make submission regarding court appointed receiver

On July 7, 2016 the City of Toronto as service manager under the *Housing Services Act, 2011* ("HSA") issued a notice of triggering events.

On August 10 and 19, 2016 City staff attended at the Co-op's offices to conduct an audit of the Co-op's administration of rent geared to income program. As a result of that audit, the City of Toronto has exercised the remedy of appointing an interim receiver and manager pursuant to paragraph 6 of section 85 of the *Housing Services Act, 2011* ("HSA").

The Service Manager is considering making an application to the Superior Court of Justice to extend the appointment of the interim receiver and manager under subsection 95 (3) of the HSA, or for the appointment by the court of a receiver or a receiver and manager under paragraph 7 of section 85, of the HSA.

This notice is provided to you in accordance with subsection 90(6) (a) of the HSA.

The particulars of the circumstances described in in subsection 90(5) are:

1. the report of the audit referred to above alleges fraud, criminal activity or a misuse of the assets of the housing provider and the alleged fraud, criminal activity or misuse of assets were referred to Toronto Police Services on December 9, 2016; in particular:
 - the Housing Provider failed to use, for its housing project, the Service Manager's system under section 47 of the HSA for selecting households from those waiting for rent-geared-to-income assistance in the service manager's service area; and
 - the Housing Provider, or those for whom in law it is responsible, knowingly aided or abetted a member of a household to obtain or receive rent-geared-to-income assistance for which the household was not eligible.

The particulars of the triggering events described in the triggering event notice dated July 7, 2016 referred to above that are continuing are:

1. In the opinion of the service manager, the housing provider has failed to operate its designated housing project properly as set forth in paragraph 11 of section 83, in that:
 - the Housing Provider has provided rent-geared-to-income assistance to households that were not selected pursuant to the service manager's system under section 47 for selecting households from those waiting for rent-geared-to-income assistance in the service manager's service area; and
 - has provided a member of a household with rent-geared-to-income assistance for which the household is not eligible;
2. In the opinion of the Service Manager, the Housing Provider has incurred an accumulated deficit that is substantial and excessive. (*HSA*, s. 83. Paragraph 10);
3. In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (*HSA*, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls resulting in operating losses for the years ending:

- December 31, 2011 (-\$ 33,693)
- December 31, 2012 (-\$ 2,434)
- December 31, 2013 (-\$ 59,859)
- December 31, 2014 (-\$ 77,646);

4. In the opinion of the Service Manager, the Housing Provider has failed to operate a designated housing project properly (*HSA*, s. 83. Paragraph 11):

The Housing Provider has not established effective financial management controls. As a result, occupancy charge arrears were \$73,627 as of December 31 2014 and for the four years ending December 31, 2015 the Housing Provider has incurred bad debt losses totalling \$124,021.

5. In the opinion of the Service Manager;

The Housing Provider has failed to comply with the requirements of the *HSA*, s. 75(1) where the Housing Provider is required to operate the housing project and govern itself in accordance with (a) the prescribed provincial requirements; and (b) the local standards made by the Service Manager.

In accordance with the *HSA* s.77(6) the initial Rent-Geared-to-Income and Market unit target for Part VII housing providers is the target applicable immediately before that section of the *HSA* came into force, under the targeting plan as found in section 98 of the former *Social Housing Reform Act*:

- a) The Housing Provider's targeting plan requires that it maintain a minimum of 54 rent-geared-to-income units at its project located at 279 Jarvis Street,

Toronto;

- b) As reported in the Annual Information Return by the Housing Provider, for the past five fiscal years ending on December 31, 2010-2014, the minimum RGI target of 54 units has been met as follows:
- i) Year ending Dec. 31, 2010
 - Reported monthly average of RGI units – 52.75
 - 12 months reported as being below the 54 RGI unit minimum;
 - ii) Year ending Dec. 31, 2011
 - Reported monthly average of RGI units – 52.75
 - 10 months reported as being below the 54 RGI unit minimum;
 - iii) Year ending Dec. 31, 2012
 - Reported monthly average of RGI units – 54.25
 - 0 months reported as being below the 54 RGI unit minimum;
 - iv) Year ending Dec. 31, 2013
 - Reported monthly average of RGI units – 54
 - 3 months reported as being below the 54 RGI unit minimum;
 - and
 - v) Year ending Dec. 31, 2014
 - Reported monthly average of RGI units – 53.92
 - 4 months reported as being below the 54 RGI unit minimum.

The reasons why the Service Manager is considering seeking making an application to the Superior Court of Justice to extend the appointment of the interim receiver and manager under subsection 95 (3) of the *HSA* or seeking the appointment by the Superior Court of Justice of a receiver or a receiver and manager under paragraph 7 of section 85, of the *HSA* are:

The Board of Directors was required to respond to the Notice of Triggering Events dated July 17, 2016 by September 16, 2016. The Board failed to respond to the Notice by that deadline and ignored other requirements of the Notice including the requirement to advise the City of all Board meetings in advance. On November 9, 2016 the Co-op's manager submitted the Board's response to the Notice and another piece of correspondence related to the RGI program. Neither was adequate. The response to the Notice in particular was not adequate as it failed to substantively acknowledge and address the triggering events.

The interim receiver and manager requires additional time

- to review and analyze financial records and documents;
- to review the eligibility of certain households for rent-geared to income assistance;
- to consider the potential of transferring the housing project to a community based non-profit housing provider.

The housing provider can make a written submission on the Service Manager's proposed application for extension by a date that is no later than 60 days following the date of this notice. If no submission is received by that date, the Service Manager will make a decision based on the information that is available to it.

Please direct all correspondence related to this matter to Leif Lahtinen, the Housing Consultant responsible for Jarvis-George Housing Co-operative Inc. His contact information is as follows:

Phone: 416-338-8215

Email: Leif.Lahtinen@toronto.ca

Sincerely,



Doug Rollins
Director, Housing Stability Services

- c. Paul Raftis, General Manager (I), Shelter, Support & Housing Administration Division, City of Toronto
- Glenn Courtney, Manager, Housing Stability Services, City of Toronto
- Lauren Boudreau, Manager, Housing Stability Services, City of Toronto
- Leif Lahtinen, Housing Consultant, Housing Stability Services, City of Toronto
- Michael Smith, Counsel, City of Toronto

TAB B

This is **Exhibit "B"** referred to
in the *Affidavit of Arlene
Rawson*, sworn on the 13th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits



Jarvis-George Housing Co-operative Inc.

279 Jarvis Street, Toronto, Ontario M5B 2P2; Tel: (416) 921 - 4136 / Fax: (416) 921 - 7258

June 30/17

RECEIVED

JUL 07 2017

SOCIAL HOUSING

Leif Lahtinen
 Housing Consultant, City of Toronto
 Phone: (416)338-8215
 Email: Leif.Lahtinen@toronto.ca

Board of Directors Submission regarding court appointed receiver

Dear Sir/Madam,

On December 4th, 2015, the City issued a letter of Triggering event letter based on the financial statements and Annual Information Return- December 31, 2014. Specifically because " On Air page D4, it was reported that as of December 31st, 2014 there were 53 RGI units which means that the Co-op did not meet the minimum requirements of the targeting plan as required by the Housing Service Act". This was an error, firstly that the housing service act (HSA) require that RGI recipients will keep their RGI for a period for 12 Months after their housing charge changes to affordable Market rent. Therefore the system might show 53 Subsidy when in fact the co-op have 53.89 as an example. Secondly, the average Subsidy for Jarvis-George Housing Cooperative year ending December 31st, 2014 was 54 RGI. According to our Auditors, the 53 number is populated by the AIR from the unit count related to RGI units in December 2014. Your average units over 2014 were 53.92.(54) the minimum requirement. The system does not take into account an RGI unit that went to Market for at least a Month but less than 12 consecutive Months (the subsidy is held, while the household pays affordable market rent). as in O. Reg.367/11,S.30. From 2012-2014 the Cooperative meet the minimum targets as required by the co-op. Between 2010 and 2011, there were two household who were on affordable market rent for less than 12 consecutive Months.

The city did not issue a letter of Triggering event letter in relation to those targets in 2010 and 2011, because the consultant understood.

The Coordinator also met with the city consultant between 2010 and 2016 on several occasions to discuss financial management controls resulting from operating losses as a result of the following:

1. The impact on bad debt and cost to the co-op operating budget as a result of the Samuda vs Jarvis- George co-op an eviction case which started in 2010 and is still in process. The judge awarded the co-op cost of \$18,000.00 and at the time the member owed \$21,000 in arrears plus legal fees. The cooperative was unable to collect on these costs. Mrs. Samuda disappeared.
2. Discussed the effect that city Guideline 2008-6 was having on the coop operating budget because expense under \$4000 which were capital expense had to be charged to the operating budget.
3. Mr. Steffler discussed with the Board and the coordinator allegations from members of Fraud.
4. The Board was informed as was the coordinator that subsidies can be given to household who are at market rent and lives in the cooperative as long as they were placed on the housing connection wait list first. This is the processed followed to give members subsidy.O.Reg.367.11, s.48 (1).
5. Mr. Steffler was made aware of the effect that the SHAAP mechanical and Rei projects were having on cash flows. between 2010 and 2014. Jarvis-George was expected to pay out of pocket before re-embusment from the city.
6. The city consultant was aware of the accumulation of bad debt as a result of members who owed the co-op money, either by recovery of RGI funds, housing charge arrears, damages to units, and or awards from the courts.
7. The reduction in subsidy payment and deduction in overpayment two years or more lately. For example in 2008, the amount of subsidy received by the co-op was \$1,029,313 by 2011 it was only \$829,007.00, a difference of \$200,306, likewise in 2009, year ending December 31. There was overfunding of \$21,853. That money was not deducted in that years operating budget, it was deducted from the operating budget of 2011, specifically on April 1st, 2011, this added to the deficit for the year ending December 31st, 2011.

Under HAS, 2011, c. 6, sched 1, S. 84 (1), no assistance was given to the Board to deal with the situation.

On December 24/2015, the letter of Triggering event letter was rescinded and a new Financial Statements and Annual Information Return dated- December 31, 2014, was issued. The consultant, Mr. Bob Steffler meet with Board of Directors on January 18th/2016 to explain the events and was told that no letter of Triggering event letter will be issued. The Board considered the matter closed. HSA.2011.c.6, sched 1.s.84 (1).

HAS, 2011.c.6, Sched.1.s.89.

On July 7th, 2016, the City of Toronto, Housing Stability service issued a letter of Triggering event, the same as in 2014. The Board made several attempt to meet with Mr. Cressman, and or staff of the City, between July 8th, 2016 and December 2016, by email and phone calls to discuss the Triggering event letter and RGI recommendations which were being implemented. This request was not accommodated. Mr. Courtney and Mrs Rawson did meet with the co-op coordinator regarding a personal matter, on July 20, 2016. This matter was recorded.

Mr. Courtney did send out a letter to the membership a day before the General Members meeting in October 2016, which the board believes affected, the outcome of decisions made by the membership. The Board nor its members or staff was given a copy. Prior to that the members override the Board in favor of complaining to the city for resolutions, this discord between coop members lend to what the Board believe to be deliberate untruth and allegations regarding the co-op, and a dismantlement to its Governance.

On July 25th, 2016, the consultant of 13 years, Mr. Steffler was removed from the co-op portfolio, newly assigned Mrs Marta Chisu did not meet with the board and there were no transition to her role. Mr. Steffler met with the Board and co-ordinator on a regular basis and was always available to assist with information, education and recommendation.

On August 10th and 19th /2016, Mr. Glen Courtney, Mrs Marta Chisu conducted an audit of the subsidy files.
The Board was not made aware the results of that audit or investigation as per HSA, 2011, c. 6, sched.1 s. 82 (8).

On February 7th, 2017, Mr. Glen Courtney, Martha Chiu, BDO Senior Vice president and Vice president, came into the co-op office and requested the keys for the office. Mr. Courtney said that the city was taking over. The coordinator advised that they should speak with the Board; they asked if the Board was available. The Board was not. It is the opinion of the Board that this situation was handled as a bully would perform on the school yard. While this situation is new to us we the Board have always held the City in high regard, and over the years we have work ed respectfully, with dignity and integrity to keep our members and those in need hosed. The performance by city staff of February 7th, 2017 was regrettable.

To date, the co-op have paid it mortgage, property taxes, utilities and bills on time and have not had any moneys owing to trades nor contractors, that was not in dispute.

Under HSA, 2011.c.6, sched 1,s 92 (11), the Board opinion that the city should work with the co-op to resolve items listed in the Letter of triggering event letter or resend it.

It is the opinion of the Board that the service Manager Appointment of the interim receiver should be extended for a period of another six Months, so that the City can complete the investigation started. If there are any document that needs to be signed to that end please notify the President, Mr. Fredrick Asamoah. We are confident that the City will find those allegations made against our co-op to be unfounded.

In relation to considering transferring the co-op to a community base non-profit housing provider, the Board and its member would work with the city for a different solution. for example a partial board made up of Jarvis-George members and outside parties, the assignment of an operational manager chosen by the City.

Fred Asamoah- President
Jarvis-George Housing Cooperative Inc.
279 Jarvis Street
Toronto Ontario M5B 2P2

Jarvis-George Housing Co-operative Inc.

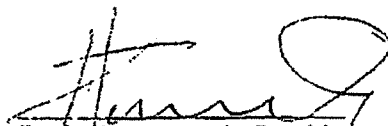
279 Jarvis Street, Toronto, Ontario M5B 2P2
Tel: (416) 921 - 4136 / Fax: (416) 921 - 7258

Social Housing Unit
365 Bloor Street East, 15th floor
Toronto Ontario M4W 3L4

Re: Rent- Geared-To -Income (RGI Review)- Deficiencies Found During the review-
Response

1. Eligibility- All members Files contain legal documents such as proof of legal Canadian status. These documents are keep in the yellow folder. There will be removed and placed in the left side folder of the purple folder containing RGI information.
2. Lease / Occupancy Agreement- All Occupancy Agreement are placed in each member's file. Copies will be made and added to the RGI file (folder).
3. Income & Assets- All members are required to fill out their Income and Assets form annually and to provide proof of income and asset. The system is on an honor system. All members 16 years and older must provide income and asset or proof that they are in an educational intuitions and must sign the form.
4. Calculation: One bedroom apartment are charged \$30 utilities, 2 bedrooms \$43 and three bedrooms \$50 , only some three bedroom apartment have their own washer and dryer \$76 utilities.
4. Annual Review and Other-All units who receive RGI are tested for income and assets review, except members who are receiving pension, every 2 years.
5. Record Keeping and protecting Personal Information: All members receiving RGI, their information is kept in a purple folder and other information in a yellow folder.

We the Board of Jarvis-George Housing Cooperative inc confirms that we have received a copy of the RGI review and are putting into place all recommendation made by the City of Toronto, Shelter, Support & Housing Administration.


Fredrick Asamoah- President

November 9th /16
Date:

Jarvis-George Housing Cooperative Inc

279 Jarvis Street, Toronto Ontario M5B 2P2, email: jarvisgeorgecoop@gmail.com

October 4th, 2016

Glen Courtney

Social Housing Consultant

365 Bloor Street East, 15th Floor

Please take notice that on July 29th, 2016 and August 2nd, 2016 the cooperative responded partially to the Notice of triggering Events Notice by email to Mr. Glen Courtney, Martha Chisu and Mr. Rob Cressman. The Cooperative also requested an explanation as to why the Notice of Triggering Events letter was issued when Mr. Bob Steffler informed the Board of Directors that they will not be one. One was issue and then reserded following the Service manager's opinion that the Cooperative had 53 subsidies and then it was clarified that there was 54 or 53.92, for the year in question, which is the minimum that the cooperative is allowed.

Re: Response to Notice of Triggering Events Dated July 7th, 2016.

1. Accumulated deficit- The Cooperative incurred accumulated deficit following an ongoing legal case which they had been dealing with since 2011, a copy of Mr. Woodrow letter July 29th, 2016 for forwarded to the city on August 2/2016 and July 11th, 2016 by email to Mr. Cressman..
 2. The Housing Provider has established effective financial Management controls resulting in operating losses for the years ending: December 31, 2011- (\$33,693), December 31st, 2012 (2,434), December 31, 2013- (59,859), December 31,2014- (77,646)- A combination of not increasing housing charge for eight years and the Samuda case steadily increase the accumulated shelter deficit between 2011 and 2014. (the city is aware of this as they have been a large part of the process).
 3. As of December 31st, 2014, one household owed \$50,000 in arrears (samuda) see Bruce Woodrow Legal consultant letter dated July 29th, 2016. As of 2016 the case is ongoing.
 4. Compliance with HAS , S.77 (6). It is the opinion of the Board of directors of Jarvis-George Housing Cooperative Inc, that the cooperative have maintained its' Minimum Target plan in relation to Rent Geared to Income of 54 units. On December 9th, 2015, the Cooperative's auditor communicated this to Mr. Bob Steffler by email. The email was sent to the city on August 2/2016. " on the C2 page of the AIR it was reported that your actual was 53 and the required is
-

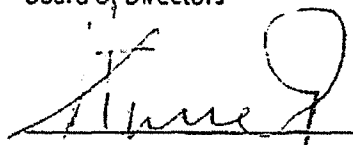
54. The 53 number is populated by the AIR from the unit count related to the number of RGI units in December 2014. Your average RGI units over 2014 year was 53.92" (Colin Tozer, PYC.) In addition the Air unit count doesn't take into consideration RGI units who are paying market rent. Under the Housing Service Act between 2011 and 2014, the cooperative must hold RGI housing hold who goes to Market for a period of 12 months plus the notice period of 2 Months for a total of 14 Months

- December 31st, 2010 there were 52.75 units receiving RGI and 1.25 on market waiting out their 14 Months, should either of those members income change during that period, they will receive their RGI back without having to register with housing connection.
5. In 2009 to 2013 there were no housing charge increases.
 6. In regards to the RGI target plan, the Cooperative accepts the city's recommendation to set a higher target of 57 RGI units.

Attached are

1. January /2015 housing charge increase with unit type
2. Email from audit dated 12/9/15 explaining the unit count
3. Email requesting to meet to discuss issues with Letter of Triggering event dated July 11/2016
4. Email August 2/2016 explaining the surprise of the Triggering of event letter
5. Audit letter year ending December 31st, 2015 explain expense in accumulated shelter deficit dated July 29/16
6. Subsequent information regarding the Samuda case.
7. Statement of former members receivable.

Board of Directors



Fredrick Asamoah- President

Former Member Receivable		Beg:000 00,00	End:Dec 31,16	Type: A
Jarvis George Co-op Former Members Receivable :				
-Samuda, R.	104	50,248.74		
-Kankindi	311	492.50		
-Abdelmaji, Jemai\Rah, Hayet	310	2,419.00		
-Alban, Guevara	506	0.00		
-Juklin	807	602.00		
-Gross, Skye & Anthony	607	585.16		
-Baptiste	611	0.00		
-Steele, Latoya	705	1,530.46		
-Hussein, Hussein	808	0.00		
-Ankoman	909	1,102.00		
-Heron, Natasha	1106	30.00		
-Villalobos, Sergio	805	137.00		
Total Former Members		57,146.86		
=====				
Description		Beg:000 00,00	End:Dec 31,16	Type: A
=====				



JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

279 Jarvis Street, Toronto, Ontario M5B 2P2; Tel: (416) 921 -4136 / Fax: (416) 921 - 7258

2014 housing Charges

Bedroom type	2014 Charges	With Cable and Sector Support
1 bedroom A	\$794	\$836
1 bedroom B	\$863	\$905
2 bedroom	\$1087	\$1127
2 bedroom Acc	\$1192	\$1234
2 bedroom Th	\$1113	\$1155
3 bedroom Apt	\$1300	\$1342
3 bedroom Th	\$1338	\$1390

History of Increased

2006 increase by 3%

2007 increase by 2.5%

2008 increase by 2.5%

September 2014 by 3% - District take effect!

Sector support is \$12, cable is \$30 and parking is \$50. All utilities included

Jarvis-George Housing Co-operative Inc.

279 Jarvis Street, Toronto, Ontario M5B 2P2
Tel: (416) 921 - 4135 / Fax: (416) 921 - 7258

2015 Housing Charges

- Cable is \$30, Sector Support is \$12, Members parking is \$50 Monthly
- (Th) means Townhouse, (APT) means Apartment, (Access means Accessible units)

Bedroom type	2014 Charge	2015 Charge	1.5%	With sector Support & Cable
1 bedroom A	\$794	\$ 806	(\$12 +)	\$848
1 bedroom B	\$863	\$876	(\$13+)	\$918
2 Bedroom	\$1087	\$1103	(16+)	\$1145
2 bedroom Access	\$1192	\$1210	(18+)	\$1252
2 bedroom Th	\$1113	\$1130	(17+)	\$1172
3 bedroom Apt	\$1300	\$1320	(20+)	\$1362
3 Bedroom Th	\$1338	\$1358	(20+)	\$1400

These charges take effect on January 1st, 2015.

Jarvis-George Air

Jarvis George <jarvisgeorgecoop@gmail.com>

12/7/15

to JJ

Hello JJ,

In our 2014 Air, did Jarvis-George Report 53 RGI Units? I am aware that we reported 54 which is our minimum amount.

Thank you

Colin Tozer <colin.tozer@pyc.net>

12/9/15

to me, JJ

Hi Veronique,

On the C2 page of the AIR it was reported that your actual was 53 and the required is 54. The 53 number is populated by the AIR from the unit count related to the number of RGI units in December 2014. Your average RGI units over the 2014 year was 53.92.

Does this answer your question?

Colin Tozer
Senior Accountant
Prentice Yates & Clark, Chartered Professional Accountants
15 Toronto Street, Suite 700
Toronto ON M5C 2E3
colin.tozer@pyc.net

Phone 416-366-9256 ext. 245
800-265-7818
Fax 416-366-9171

This message, including attachments, is confidential and may be privileged. If you received this in error, please notify me by reply email and delete this message.

From: Jarvis George [<mailto:jarvisgeorgecoop@gmail.com>]
Sent: December 7, 2015 5:37 PM
To: JJ Pauze
Subject: Jarvis-George Air

02/03/2016

Gmail - Request Meeting with Jarvis-George Housing Coop



Jarvis George <jarvisgeorgecoop@gmail.com>

Request Meeting with Jarvis-George Housing Coop

2 messages

 Jarvis George <jarvisgeorgecoop@gmail.com>
 To: rcreasm@toronto.ca

Mon, Jul 11, 2016 at 5:33 PM

Good Evening Mr. Cressman,

The President of the Board of Jarvis-George Housing Cooperative Inc would like to arrange a meeting at your availability and either our or you location at your convenience.

The purpose of the meeting is to discuss some topics that have been affecting Jarvis-George Cop such as:

1. Jordan Stone- Possible letters in communication to City of Toronto claiming to be a Board Member.

2

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Veronique McLean- Coordinator
 Jarvis-George Housing Cooperative Inc
 279 Jarvis Street, 3rd flr
 Toronto Ontario
 M5B 2P2
 Phone: 416/921-4136
 Fax: 416/921-7258
 Email alternate: veronique.mclean@gmail.com

 Jarvis George <jarvisgeorgecoop@gmail.com>
 To: rcreasm@toronto.ca

Mon, Jul 11, 2016 at 5:44 PM

----- Forwarded message -----

From: Jarvis George <jarvisgeorgecoop@gmail.com>
 Date: Mon, Jul 11, 2016 at 5:33 PM
 Subject: Request Meeting with Jarvis-George Housing Coop
 To: rcreasm@toronto.ca

Good Evening Mr. Cressman,

The President of the Board of Jarvis-George Housing Cooperative Inc would like to arrange a meeting at your availability and either our or you location at your convenience.

The purpose of the meeting is to discuss some topics that have been affecting Jarvis-George Cop such as:

1. Jordan Stone- Possible letters in communication to City of Toronto claiming to be a Board Member.

2. Previous Notice of Triggering Event Letter and Current one Dated July 7/15- Explanations have been giving along with proof as to cost rising from Deficit- Mainly one eviction case (Samuda vs Jarvis-George Housing Cooperative) whereby the City had a large role to play.

We look forward to meeting with you to discuss these items.

Jarvis George <jarvisgeorgecoop@gmail.com>

Aug 2

to Glenn, Marta, Rob

Mr. Glenn Courtney,

Good Evening,

I would like to explain and offer some proof toward the Board's response, specifically to this quote to " You have sent numerous evidence to support the falsehood of their allegations" and " the city has chosen to take this slanderous letters at face value".

On December 4th, 2015, the coordinator received a phone call and later a copy of the City's Financial statements and Annual Information Return- December 31, 2014. See attached letter dated December 4th, 2015)

The phone call was from Mr. Steffler, he wanted to give the coordinator a heads up that he will be issuing a Letter of Triggering events, specifically because " On Air page D4, it was reported that as of December 31st, 2014 there were 53 RGI units which means that the Co-op did not meet the minimum requirements of your targeting plan as required by the Housing Service Act". I spoke to Mr. Steffler and explained two things, Firstly that the housing service act (HSA) require that RGI recipients will keep their RGI for a period for 12 Months after their housing charge changes to Market. Therefore the system might show 52 Subsidy when in fact we have 54, because we must keep subsidies for 12 Months in keeping with the HSA. Secondly, I told Mr. Steffler that the average Subsidy for Jarvis-George Housing Cooperative year ending December 31st, 2014 was 54 RGI. According to our Auditors, the 53 number is populated by the AIR from the unit count related to RGI units in December 2014. Your average units over 2014 were 53.92, one RGI unit went to Market for at least a Month.

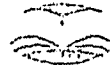
Mr. Steffler understood after following up with the auditors and re-issued a new Financial Statements and Annual Information Return- December 31, 2014, on December 24th, 2015 (see attached). Mr. Steffler also said that he will not be issuing a letter of Triggering event letter. He also echoed this at Board of Directors Meeting he attended in December saying " It was my mistake, there will be no issuing of a Letter of Triggering event". (see attached Financial Statements and Annual Information Return- December 31, 2014, dated December 24th, 2015).

Then after receiving Jordan Stone's letter and Mr. Cobbs Letter, The City issued a Letter of Triggering Event Letter dated July 7th, 2016, in response to their letter Jarvis-George Housing Cooperative Inc's was removed from Mr. Steffler's Profolio and we were reassigned to another consultant who did not bother to attend a Board meeting nor introduce herself to the Board. Instead, the Cooperative receive on July 27th, 2016 a letter from Mrs Chu stating that there will be an Audit or investigation. It is those evidence which speaks to the comment, " the city has chosen to take this slanderous letters at face value".

On July 11th, 2016 at 5:33 pm an email was sent to Mr. Cressman, requesting a meeting with him, (see attached email dated July 11th, 2016). There was no response. On the day that Mr. Glenn Courtney visited the site in response to Mr. Cobb allegation that The Coordinator was sexually abused by Mr. Steffler, It was mentioned that a request for a meeting was made, Mr. Courtney's response was " It is unlikely that you will have a meeting with Mr. Cressman, but you might have one with me". I responded that that will be alright too.

The Cooperative wishes to accept your offer to meet to discuss the Letter of Triggering Events and the Finding of the RGI Review.

I will be away from the office and the office will be closed from Thursday, August 4th, 2016 to August 9th, 2016. I would like to rescheduled a time and date to have the city carry out the audit/investigation triggered by Mr. Cobb and Mr. Alegations. We apologise to the city for any inconveniences caused by past or future office closure and would like to reiterate that this is a serious matter and the Board and staff intend to fully cooperative with the city.



COOPLAW

Bruce D. Woodrow, Barrister & Solicitor

160 John Street, 3rd Floor
Toronto, Ontario M5V 2E5

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F. 416. 598. 9520

E. info@cooplaw.ca

www.cooplav.ca

Privileged and confidential

FAX TRANSMISSION TO: 416 921-7258

PAGES: 3 (copy by email)

July 29, 2016

Veronique McLean, Co-ordinator
Jarvis-George Housing Co-operative Inc.
279 Jarvis Street
Toronto ON M5B 2P2

Dear Veronique:

Re: Audit Letter Request
Subject: Fiscal Year End - December 31, 2015

This reply to your enquiry letter dated March 8, 2016 (received July 15, 2016) is made in accordance with the Joint Policy Statement referred to in that letter. Further to your request, I am pleased to reply with certain information relating to the Co-operative for the fiscal year ended December 31, 2015, subject to the following qualifications:

1. My reply does not relate to liabilities (contingent or otherwise) which exist due to the normal business risk of Jarvis-George Housing Co-operative Inc. or undertaken in connection with its usual course of business.
2. My reply extends only to matters of which I have actual knowledge and in which I have been directly and specifically retained. It does not apply to matters about which I have not been formally consulted.
3. My reply does not extend to matters and transactions about which I have previously reported, either to the Co-operative or to the auditor.
4. My reply does not extend to any period of time later than the date of this letter.
5. My reply is solely for your information and assistance in connection with the audit of the financial condition of the Co-operative and is not to be quoted in whole or in part or otherwise referred to in any financial statement or related document, nor is it to be filed with any governmental agency or other person without my prior written consent.
6. It is impracticable for me to give details of each and every matter upon which I have received enquiries from the Co-operative over the telephone from day to day or by correspondence. I assume that outstanding matters in the ordinary course of this

Associated with
Lewis & Collyer
Klippensteins

Co-operative's business are not of immediate concern, but that this enquiry relates only to legal actions that involve the Co-operative and that have been commenced or threatened. It is possible that outstanding matters upon which I have advised the Co-operative from day to day may ultimately lead to litigation.

Subject to the above qualifications, as of the date of this letter, my reply to your enquiry letter is as follows:

There are no claims or possible claims with respect to which my firm's advice or representation has been sought and which are outstanding.

For your information, the Co-operative commenced an application in the Superior Court of Justice to enforce an eviction decision against the following member. The status is as follows:

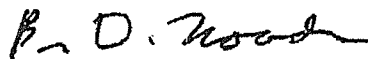
Rosalee Samuda - The Co-operative abandoned an Applicant issued on October 21, 2011 and attempted to resolve its disputes with the Member. When that was unsuccessful, a new Notice of Application was issued in the Superior Court of Justice in Toronto on November 15, 2013. The Co-operative was successful, after a hearing, but the Member appealed to the Divisional Court. Despite that appeal (which resulted in an interim stay of eviction) the Respondent vacated voluntarily in December 2014, but persisted with various proceedings in the appellate courts. At each stage the Co-operative obtained an Order in its favour, usually with costs, as follows:

- (a) The second application resulted in a Judgment dated March 6, 2014 from Mr. Justice Myers that included arrears of \$20,676.20 to February 28, 2014 plus compensation after that date, and costs fixed at \$18,431.54.
- (b) A motion by the Member for costs of the abandoned first Application was dismissed by Madam Justice Allen on August 28, 2014, with costs of the motion to the Co-operative, fixed at \$5,000.
- (c) The appeal to the Divisional Court by the Member, started March 10, 2014, was dismissed as abandoned as abandoned on February 23, 2015 by Justices Swinton, Sachs and Corbett, with costs to the Co-operative fixed at \$5,000.
- (d) The Member served a Notice of Motion dated September 9, 2014 in the Divisional Court for leave to appeal the dismissal of her motion for costs in the first Application, but she never scheduled a hearing of that Motion.
- (e) The Member served a Notice of Motion dated March 30, 2015 in the Court of Appeal to dismiss the decision of the Divisional Court dated February 23, 2015 and to extend the time to bring her appeal. It was dismissed on August 31, 2015 by Mr. Justice Sharpe, with costs to the Co-operative of \$500.
- (f) The Member served a Notice of Motion dated August 31, 2015 in the Court of Appeal to appeal the dismissal of her first motion that day. It was eventually dismissed for delay by the Registrar by Order dated January 15, 2016, with costs to the Co-operative of \$750.

- (g) The Member served a Notice of Motion dated September 25, 2015 in the Court of Appeal to extend the time to perfect her second motion. It was dismissed by Madam Justice Hoy on December 16, 2015, with costs to the Co-operative of \$500.
- (h) The Member served a Notice of Motion dated December 16, 2015 in the Court of Appeal to appeal the decision of Justice Hoy. It was dismissed on March 9, 2016 by Justices Laskin, MacFarland and Roberts, with costs to the Co-operative of \$5,000.

For your information, all accounts for legal services to the Co-operative's year end have been billed to Lewis & Collyer. There are no funds held in trust for Jarvis-George Housing Co-operative Inc.

Yours truly,



Bruce D. Woodrow, B.Math, J.D.

cc: Prentice Yates & Clark [Email: shannette.palmer@pvc.net]



Review Panel
Eligibility for RGI Assistance

Shelter, Support & Housing Administration
Phillip Abrahams, (Acting) General Manager

Social Housing Unit
Maria Varlokostas, (Acting) Director

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-392-4126
Fax: 416-696-3718
www.toronto.ca

May 24, 2013

Rosalee Samuda
#104, 279 Jarvis Street
Toronto, ON M5B 2P2

Dear Ms. Samuda:

Re: Review Panel Decision – Eligibility for RGI Assistance – Rosalee Samuda

I am writing on behalf of the *Review Panel – Eligibility for Rent-Geared-to-Income (RGI) Assistance* regarding your request to review Jarvis George Co-operative's January 30, 2013 decision to remove your eligibility for RGI subsidy.

As confirmed to you in our letter of April 22, 2013, although the Review Panel determined that Jarvis George Co-operative's decision to remove eligibility for RGI subsidy was correct, the Review Panel decided, due to extenuating circumstances, to extend the time for you to submit all documents to Jarvis George Co-operative to Monday May 13, 2013. The letter confirmed that if the documents were not submitted to Jarvis George Co-operative by this extended deadline, your household would cease to be eligible for RGI assistance. (Reg. 367/11, s. 29(1)).

The Review Panel has received confirmation that you submitted the required documents to Jarvis George Co-operative by May 13, 2013. Therefore, please be advised that Jarvis George Co-operative's January 30 decision to remove your eligibility for RGI subsidy is reversed.

Sincerely,

Mark Mascarenhas
Acting Chair
Review Panel – Eligibility for RGI Assistance
Social Housing Unit

- c. Ms. Dion Robinson, President, Jarvis George Co-operative
Ms. Veronique McLean, Co-ordinator, Jarvis George Co-operative
Mr. Bob Steffler, Social Housing Consultant, City of Toronto
By FAX to Joseph Kary 416-927-0074



Review Panel
Eligibility for RGI Assistance

Shelter, Support & Housing Administration
Phillip Abrahams, (Acting) General Manager

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Maria Varlokostas, (Acting) Director

365 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4
Tel: 416-392-4126
Fax: 416-695-3718
www.toronto.ca

May 24, 2013

Rosalee Samuda
#104, 279 Jarvis Street
Toronto, ON M5B 2P2

Dear Ms. Samuda:

Re: Review Panel Decision – Eligibility for RGI Assistance – Rosalee Samuda

I am writing on behalf of the *Review Panel – Eligibility for Rent-Geared-to-Income (RGI) Assistance* regarding your request to review Jarvis George Co-operative's January 30, 2013 decision to remove your eligibility for RGI subsidy.

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Sincerely,

Mark Mascarenhas
Acting Chair
Review Panel – Eligibility for RGI Assistance
Social Housing Unit

- c. Ms. Dion Robinson, President, Jarvis George Co-operative
Ms. Veronique McLean, Co-ordinator, Jarvis George Co-operative
Mr. Bob Steffler, Social Housing Consultant, City of Toronto
By FAX to Joseph Kary 416-927-0074



Jarvis-George Housing Co-operative Inc.

279 Jarvis Street, Toronto, Ontario M5B 2P2; Tel: (416) 921 - 4136 / Fax: (416) 921 - 7258

Email: jarvisgeorgecoop@gmail.com

March 19th, 2013

Mark Mascarenhas
 Acting Chair
 Review Body - Eligibility for RGI Assistance
 Social Housing Unit, Reviews
 365 Bloor Street East, 15th floor
 Toronto, Ontario, M4W 3L4

Dear Mr. Mascarenhas:

Re: Request for Review by Rosalee Samuda (the "Occupant")

I have read your letter dated March 1, 2013, the Request for Review dated February 28, 2013 made on behalf of the Occupant and the letter dated March 13, 2013 to you from Joseph Kary (lawyer for the Occupant).

This is the Co-operative's response to the Request for Review, as supplemented by the letter dated March 13, 2013. I have had assistance from Bruce Woodrow (lawyer for the Co-operative).

This response is accompanied by a List of Documents and attached documents.

Overview

By Notice of Decision dated January 30, 2013 the Co-operative advised the Occupant that she was no longer eligible for RGI assistance ("subsidy") for failure to provide information, a breach of section 29 of Reg. 367 under the *Housing Services Act*.

As set out in more detail below, the Co-operative requested a completed Income and Asset Review form and supporting documents for 2010, 2011 and 2012, with an initial deadline of October 29, 2012. That deadline was extended to November 19, 2012 and then finally to December 17, 2012. The Occupant did not submit any of the required documentation to the Co-operative by the deadline or at all, which resulted in the Notice of Decision [see Document #12].

The documentation that accompanied the letter dated March 13, 2013 was incomplete and not accompanied by appropriate proof of income and assets.

The Occupant has a history of failing to provide verification of income and assets that is complete and timely.

Based on the documentation submitted with the letter dated March 13, 2013 the Occupant lives by herself, which means she is overhoused, since she occupies a 3-bedroom unit.

Background

In September 2009 subsidy was removed effective December 2009. The decision was initially made because of a late and incomplete application that remained incomplete. The decision was confirmed after an internal review by the board of directors because of a failure by the Occupant to disclose income of her son, and because the Occupant had been late and incomplete in several previous years.

While the Co-operative was engaged in litigation with the Occupant over an eviction decision due to growing arrears, the board of directors decided in September 2012 to reinstate the Occupant's subsidy as of December 2009 as a first step toward resolving the dispute.

This necessitated requesting current income and asset verification for 2012, in order to properly calculate subsidy for 2013, and also income and asset verification for 2010 (to calculate subsidy for 2011) and income and asset verification for 2011 (to calculate subsidy for 2012).

It is those requests, and the non-compliance by the Occupant, that gave rise to the Decision under review.

Request and Notice of Decision

The following documents (all of which are attached to the List of Documents) sets out the process of requesting the documentation, extending the deadline and ultimately making the Decision:

- (a) Letter dated September 28, 2012, from Bruce Woodrow to Joseph Kary: The Co-operative had its lawyer communicate its request to the Occupant's lawyer, since there had been problems with the Occupant receiving or acknowledging communications by the Co-operative in the past. This letter explained the reinstatement of subsidy for December 2009 through December 2010 (inclusive) and requested documentation to calculate subsidy for each of 2011, 2012 and 2013. The deadline was October 29, 2012 [see Document #1].
- (b) The forms for each year were not faxed with the letter but were delivered personally to Mr. Kary on October 1, 2012 [see Documents #2, #3 and #4].
- (c) Letter dated October 24, 2012, from Bruce Woodrow to Joseph Kary: This letter reminded Mr. Kary of the deadline and asked if the Occupant had any questions regarding income and asset verification [see Document #5].

- (d) Letter dated October 30, 2012, from Joseph Kary to Bruce Woodrow: This letter, sent after the deadline, advised that Mr. Kary had not delivered the request and documents to the Occupant nor met with her [see Document #6].
- (c) Letter dated November 5, 2012, from Bruce Woodrow to Joseph Kary: This letter extended the deadline from October 29 to November 19, 2012 [see Document #7].
- (f) Letter dated November 15, 2012, from Bruce Woodrow to Joseph Kary: This letter reminded Mr. Kary of the deadline and asked if the Occupant intended to comply [see Document #8].
- (g) On November 19, 2012 the Co-operative provided to the Occupant a package that included a copy of its original request and a copy of the forms to be completed for each of the 3 years, plus correspondence regarding the extension. One package was mailed to her and one package was taped to the door of her Unit.
- (h) Letter dated November 20, 2012, from Joseph Kary to Bruce Woodrow: This letter, sent after the deadline, advised that Mr. Kary had still not delivered the request and documents to the Occupant nor met with her [see Document #9].
- (i) Letter dated November 29, 2012, from Bruce Woodrow to Joseph Kary: This letter again extended the deadline from November 19 to December 17, 2012 and indicated that, because the Co-operative's fiscal year was ending, there could not be any further extension. It also asked for confirmation that the Occupant had received the documents, either from Mr. Kary or from the Co-operative [see Document #10].
- (j) Letter dated November 29, 2012, from Joseph Kary to Bruce Woodrow: This letter confirmed that the Occupant had received the documents from the Co-operative and had met with her lawyer to discuss them [see Document #11].

Neither the Occupant nor Mr. Kary submitted anything to either the Co-operative or Mr. Woodrow, by the final deadline of December 17, 2012 or at all.

In the new year the Co-operative obtained legal assistance and prepared and served the Occupant and Mr. Kary with the Notice of Decision dated January 30, 2013 [see Document #1]. That Notice:

- (a) advised the Occupant of the Decision and its effect;
- (b) set out the reason for the Decision;
- (c) advised the Occupant of her right to request a review, with a deadline of February 28, 2013;
- (d) gave the background to the request, the original deadline, the extensions and the failure to comply.

Request for Review

The Request for Review was signed on February 28, 2013, the deadline, and apparently faxed to the City on March 1, 2013. The Occupant disagreed with the Decision because she had prepared some documentation on or before December 17, 2012 and "It is not known why the housing provider did not receive or acknowledge" that documentation.

Those documents did not, apparently, accompany the Request for Review.

The Notice of Decision clearly set out that the Co-operative had not received any of the documentation that it had requested. Between January 30, 2013 (date of Notice of Decision) and February 28, 2013 (Request for Review) the Respondent did not communicate with the Co-operative regarding this documentation nor did her lawyer contact the Co-operative's lawyer. None of the documentation was submitted to either the Co-operative or Mr. Woodrow.

Mr. Woodrow informed me that he and Mr. Kary were in Court on March 8, 2013 on another matter and he had advised Mr. Kary that the Co-operative had not received any of the documents.

I have reviewed the documentation that accompanied the letter dated March 13, 2013 from Mr. Kary to the City. The documentation is seriously deficient, as set out in more detail below. It only applies to the Respondent's current situation, and not the previous two years as requested. The "Verification of Income, Assets & Eligibility Review (RGI) Form" was only partially completed. There was no proof of income provided as of December 17, 2012 (the pay stub forwarded to the City was from 2013 and clearly was not available on December 17, 2012).

Deficiencies in Documentation

As set out in the letter dated September 28, 2012, the Co-operative needed verification for 3 separate years and it provided 3 separate forms to the Occupant [see Documents #2, #3 and #4]. The Co-operative gave the Occupant its Verification of Income, Assets & Eligibility Review (RGI) Form (August 2010) and its Verification of Income, Assets & Eligibility Review (RGI) Form (August 8, 2011) to use for previous years that were governed by the *Social Housing Reform Act*. The Co-operative also gave the Occupant its Household Income and Asset Review Form to use for 2012, to which the *Housing Services Act* applied.

The documentation accompanying the March 13, 2013 letter included just one form, the version dated August 8, 2011. The other two forms have not been submitted, to the City or the Co-operative or its lawyer.

The documentation is deficient in several ways:

1. Verification for the Occupant's current situation should have been provided on the 2012 version of the form.

2. There are many sections of the Form that are either not completed, completed with a check mark instead of the applicable word or phrase, or completed with a vague reference to one or more other documents:
 - (a) most of the contact information has been left blank, which contributes to the difficulties that the Co-operative has in getting information and documents to the Occupant;
 - (b) resident status, unit size, birth date, sex, marital status, student status and assets/income are not completed;
 - (c) the Occupant identified an employer but did not specify income; and
 - (d) the Occupant listed no assets, not even a bank account.
3. The Occupant did not provide any income or asset verification from 2012. By providing only 1 pay stub from 2013 she avoided disclosing her YTD amounts for 2012.
4. The Occupant did not provide any Form or documentation regarding 2010 (for 2011) or regarding 2011 (for 2012).
5. In order to calculate the proper amount of subsidy for each of 2011, 2012 and 2013, the Co-operative would need the following from the Occupant for each year (as set out in the Forms):
 - (a) a copy of pay stubs or pay cheques for the last two months of each year;
 - (b) copy of passbook or statements for last two months of each year for each account held by the Occupant at a financial institution;
 - (c) given the inadequacy of the documentation to date, the notice of assessment from the Canada Revenue Agency for 2010 and 2011 now and for 2012 when received.
6. The Co-operative needs to know who moved into or out of the Unit since August 2009 (when the Occupant last submitted a Form to the Co-operative), including:
 - (a) when did Yanike Muswan (listed on that Form) cease to reside at the Unit; and
 - (b) any other changes in occupancy (other than the move-out of Dwayne Manning, of which the Co-operative is already aware).

Historical Problems

This is not the first time that the Co-operative has had difficulty getting complete or timely income verification from the Occupant:

- (a) subsidy was terminated in 2004 for failure to submit documentation on time; subsidy was restored after an internal review by the board of directors but the Occupant was warned about compliance in the future;
- (b) in 2007 the review form was late and incomplete; subsidy was calculated but without complete income verification;

Jarvis-George Housing Co-operative Inc.

Page 6 of 6

- (c) in 2008 the Occupant did not submit by the deadline, but did submit when reminded and given an extension; and
- (d) as indicated above, subsidy was terminated in 2009 for late and incomplete submission.

Conclusion

It has been frustrating to deal with the Occupant over many years and, in terms of legal costs, expensive. The Co-operative's attempts to accommodate the Occupant have largely been met with lack of response and repeated breaches of her obligations.

Although the letter dated March 13, 2013 indicates that the Occupant made some effort to meet the final deadline set by the Co-operative, her documentation was seriously deficient and she made no attempt to follow-up after receiving the Notice of Decision.

As indicated in some of the letters between Mr. Woodrow and Mr. Kary, there had been no payments from the Occupant for June through September 2012. In fact, there have now been no payments from the Occupant since May 2012. Even if subsidy were reinstated the Occupant will owe thousands of dollars to the Co-operative and it appears that the Co-operative will have no choice but to pursue her eviction for arrears.

Finally, while the Co-operative can sympathize with the Occupant's personal problems, they are overstated, based on my observations. Her son has his own problems to deal with but I see him regularly in the Co-operative and he seems to be doing very well. While it is true that he was taken into custody by the police recently, that was due to a missed appointment with his psychiatrist, was soon resolved and he was released the next day.

Many of our members have personal problems, but most do not allow them to interfere with compliance with their obligations to the Co-operative, whether it is payment of charges or verifying their income and assets when required. The Co-operative is willing to assist all members, including both the Occupant and her son. But the Occupant must let the Co-operative know what assistance is required, such as help with completing forms or gathering documentation.

Please contact me if you have any questions or need any additional information or documents.

Yours sincerely,

Veronique McLean
Co-ordinator

Attachments [see List of Documents]

cc: Bob Stefler

TAB C

This is **Exhibit "C"** referred to
in the *Affidavit of Arlene
Rawson*, sworn on the 13th day
of July, 2017.



ROBERTO E. ZUECH

LSUC # 38543 A

A Commissioner for Taking Affidavits

Shelter, Support & Housing Administration
Paul Raftis, General Manager (I)Housing Stability Services
385 Bloor Street East, 15th Floor
Toronto, Ontario M4W 3L4Tel: 416-392-0054
Fax: 416-898-3718
Doug.Rollins@toronto.ca
www.toronto.ca

July 11, 2017

Mr. Fred Asamoah
President
Jarvis-George Housing Co-operative Inc.
279 Jarvis Street
Toronto, ON M5B 2N3

Dear Mr. Asamoah:

Re: Opportunity to make submission regarding court appointed receiver

The City of Toronto as Service Manager acknowledges receipt on July 7th of your submission dated June 30, 2017 responding to the Service Manager's proposal dated May 9, 2017 to extend the term of the appointment of the interim receiver and manager.

In compliance with paragraph 90(6)(c) of the Housing Services Act (HSA), this notice will serve to advise you that the Service Manager has considered your submissions and has made a decision to proceed with the application to extend the term of the appointment of the interim receiver and manager. The following are the reasons for that decision:

The City of Toronto remains of the view that Jarvis-George Housing Co-operative Inc. (Jarvis George) has contravened the HSA and the regulations thereunder; that it has incurred an accumulated deficit that is, in the opinion of the Service Manager, substantial and excessive; and that in the opinion of the Service Manager, Jarvis-George has failed to operate its housing project properly. The basis of those views were set forth in our notice of May 9th and your submissions have not persuaded the City otherwise.

We disagree with many of the assertions that you make in your letter. However, since sending you the May 9th Notice the receiver/manager has advised the City of certain findings which reinforce the issues set out in the notice letter and further raise new issues that the Service Manager was unaware of with respect to the operation of the housing project. The following is a list of the findings:

- (1) The Property Manager was not able to produce a rent roll detailing the monthly rent charges in effect at the time of the appointment.
- (2) Correspondence to members notifying of rent increases were riddled with mathematical errors and in some cases decreased the rent.
- (3) Information in member files was deficient and in many cases did not contain income and asset documentation to properly support RGI eligibility and subsidy calculations.

- (4) Details of the 2017 subsidy payments were obtained from the City as the Property Manager represented that she did not have this information.
- (5) There were significant member and non-member rent arrears totalling \$80,614 and \$57,147 respectively.
- (6) An accounts payable list was not maintained.
- (7) There were significant supplier arrears totaling approximately \$76,659 for overdue utility, cable, water and sewer charges, municipal taxes, TSFA remittances, elevator repairs, fire testing and false alarms.
- (8) There was a failure to maintain basic and effective financial management tools such as a budget to effectively manage the cash flow requirements.
- (9) Several additional liabilities such as five years' worth of water and sewer arrears for the townhouses facing George Street, lawsuits for non-payment of service invoices, legal settlements for severance cost and property tax reassessment.
- (10) Bank reconciliations had not been completed for 5 months resulting in inaccurate and misleading financial information. Certain tenants apparently paid rent in cash that had not been recorded in a general ledger.
- (11) A safe in the Property Manager's office was eventually opened where an envelope containing stale dated cheques was found. Some cheques were for security deposits and others were rent cheques.
- (12) Jarvis-George Co-op had opted out of the shared costs for insurance under the Shared Costs Facilities Agreement. In 2017 the shared costs for insurance for the other three Co-ops was \$25,500.00. This compares to \$25,651.00 paid by Jarvis-George Co-op for 2016.
- (13) Since the appointment there have been frequent breakdowns of the elevators. The elevator repair company refused to do the repairs until outstanding invoices in excess of \$15,000.00 were paid.
- (14) Lack of controls over cash including rent paid by cash that was not recorded. When the receiver took possession of the Housing Project there were garbage bins on the floor of the Property Manager's office containing solely quarters and loonies in excess of \$8000.00 representing about 4 months of laundry revenue. Since the receiver took control of the laundry money collection approximately 1/3 of the coins collected are loonies.
- (15) Prior to 2012 a third party managed the laundry facilities. They would retain a set percentage and remit the net funds to Jarvis-George Co-op. In 2012 Jarvis-George Co-op purchased the laundry machines and commenced collecting the coins. The following chart in the report shows the yearly amounts and estimated weekly revenue over several years:

LAUNDRY REVENUE	2010	2011	2012	2013	2014	2015
Per Audited Financial Statements	\$16,790	\$17,369	\$4,505	\$7,735	\$6,990	\$2,100
Estimated Weekly Revenue	\$323	\$334	\$87	\$149	\$134	\$40

Since BDO's appointment (approximately 19 weeks) it has collected \$10,295 in laundry revenue which is the equivalent of about \$542 per week which is significantly higher than in any of the years Jarvis-George Co-op undertook the collection.

(16) Large number of payments were made to the maintenance worker for general repair work for which BDO is unaware of whether alternative external quotes were obtained.

(17) Management letters by Jarvis-George Co-op's external auditor were obtained for the years ended 2007 – 2012 and 2014. The letters detailed issues and concerns about lack of internal controls in several areas. They detailed high rent arrears balances including members of the Board of Directors.

(18) When BDO coordinated the termination of medical benefits for the Property Manager after her employment ended documentation from the benefits provider showed that the maintenance worker was noted as her spouse. The maintenance worker indicated that he was not her spouse and that this was done to save money for Jarvis-George Co-op while providing benefits to the maintenance worker during the period where he was considered "self-employed" and not an employee.


(19) It appears the poor financial condition of Jarvis-George Co-op is the accumulation of rent arrears and not adjusting rent charges on a timely basis. In the 5 years ended December 31, 2015 approximately \$76,000 in rent arrears has been written off as bad debt by the Co-op. Based on audited financial statements the Co-op incurred net losses totaling approximately \$202,000 between 2011 and 2015. Further operating losses are expected in fiscal 2016 once the annual audit is finalized.

It is clear from facts set out in the notice letter as well the findings provided by the receiver that Jarvis-George Co-op has contravened the Housing Services and the regulations thereunder; that it has incurred an accumulated deficit that is, in the opinion of the service manager, substantial and excessive; and that in the opinion of the service manager, Jarvis-George has failed to operate its housing project properly. It is the opinion of the City that the co-op has failed in numerous ways to operate the housing project properly.

In your submission you state that it is your opinion that the receiver manager appointment should be extended for a further 6 months. We have considered your submission and decided to proceed with the Superior Court application to extend the appointment of the receiver. We feel that the receiver should be in place until such time as it has had the opportunity to stabilize the operations of the housing project and the City Service Manager has had the opportunity to consult with Jarvis George's membership regarding its decision of

whether the operation of the Housing Project should be transferred to a community-based non-profit housing provider or whether the operations should be returned to a capable co-op Board of Directors.

Sincerely,



Doug Rollins
Director
Housing Stability Services

BETWEEN:

CITY OF TORONTO

-and-

JARVIS-GEORGE HOUSING CO-OPERATIVE INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF ARLENE RAWSON

(Sworn July 13th, 2017)

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Lawyers for the Applicant, City of Toronto.

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**APPLICATION RECORD
OF THE APPLICANT, CITY OF TORONTO**

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