

Directive

Directive: Guidelines for the Procurement of Property Management Services and/or Self-Management Recruiting

Issue Date: September 26, 2017

Directive No.: DIR2017-07

Revision Date:

Revision No.:

Applicable Policy:

Type:

The policies and procedures in this Directive are to be implemented by Housing Providers/Cooperatives funded by the Municipality under the following programs.

Provincial Non-Profit Housing Providers

- | | |
|---|--|
| <input checked="" type="checkbox"/> Gananoque Family Housing | <input checked="" type="checkbox"/> Gananoque Housing Inc. |
| <input checked="" type="checkbox"/> Legion Village 96 Seniors Residence | <input checked="" type="checkbox"/> Twp. of Bastard & South Burgess Housing Corp. |
| <input checked="" type="checkbox"/> Brockville Municipal Non-Profit Housing Corp. | <input checked="" type="checkbox"/> South Crosby Non-Profit Housing Corp. – Pineview |

Federal Non-Profit Housing Providers

- | | |
|---|---|
| <input type="checkbox"/> Athens & District Non-Profit Housing Providers | <input type="checkbox"/> Marguerita Residence Corp. |
| <input type="checkbox"/> Gananoque Housing Inc. | <input type="checkbox"/> South Crosby Non-Profit Housing Corp. – Rideau Lakes |

Federal/Provincial Cooperative Housing

- Shepherds Green Cooperative Homes Inc.

Housing Providers

- | | |
|---|--|
| <input type="checkbox"/> UCLG Social Housing | <input type="checkbox"/> Rent Supplement Program |
| <input type="checkbox"/> Marguerita Residence Corp. (RGI Service Agreement) | |

Directive

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BACKGROUND

In accordance with the *Housing Services Act, 2011* s. 75, a housing provider shall operate a Part VII housing project in accordance with prescribed provincial requirements and local standards made by the service manager. O. Reg. 367/11 s. 100 prescribes property management, including the procurement of, and contracts for property management services as one of the matters for which a service manager may make local standards. A local standard does not apply to the extent that it conflicts with a provincial requirement, unless the provincial requirement provides otherwise.

PURPOSE

This directive includes guidelines and mandatory provisions for the procurement of property management services and for hiring an Administrator or Property Manager (self-management) by the non-profit/co-operative housing provider.

ACTION TO BE TAKEN

The Board of Directors of the non-profit/co-operative housing corporation is responsible to ensure competent and effective management of the housing portfolio and it is the Board's decision how best to meet this need. The Board will need to evaluate the advantages and disadvantages and consider the cost effectiveness of hiring a property management firm versus self-management (i.e. employing an Administrator). However the Board chooses to meet this need, the duties of either the property management firm or the Administrator must be clearly defined. As part of good business practice and accountability, the Board of Directors must:

- Consider how various service delivery models affect the budget for the portfolio and which option is more financially viable.
- Ensure that the housing portfolio is managed in the most efficient and cost effective manner within the operating budget.
- Ensure there is a fair, transparent and competitive process for hiring employees for self-management, as required by the Service Manager's Conflict of Interest Directive. See the Guideline for Self-Management Recruiting (Appendix A).
- Ensure that if the Board chooses to hire a property management firm and the contract is anticipated to be over \$14,999, a Request for Proposal process must be followed as required by the Service Manager's Conflict of Interest and Purchasing and Spending Limits Directives. See the Guide to Preparing a Request for Proposal (Appendix B) and the Sample Request for Proposal (Appendix C).
- Ensure that a signed contract is in place which contains the minimum mandatory

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ACTION TO BE TAKEN

provisions, if a property management services firm is hired. Refer to Mandatory Provisions (Appendix D) and Sample Property Management Services Contract (Appendix E).

- There must also be a written contract between the housing provider and any staff person(s) hired (e.g. an Administrator).
- Housing providers should seek legal counsel in the preparation of any contracts.

REFERENCE (Appendices)

- A.....Guideline for Self-Management Recruiting
- B.....Guide to Preparing a Request for Proposals (RFP)
- C.....Sample Request for Proposal
- D.....Mandatory Provisions
- E.....Sample Property Management Services Contract

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**C. Morrison, Manager
Housing Department**

Sept 26 / 17
Date

Guide to Self-Management Recruiting

These guidelines have been prepared for housing providers who choose to hire an Administrator or Property Manager as an employee. In accordance with the Conflict of Interest Directive, a competitive and transparent process must be conducted. This guide presents good business practice and will help to ensure transparency, equal opportunity for all applicants and that the resulting decision is fair.

Good hiring practices include:

- a competitive process that allows responses from a number of interested candidates;
- a job description that includes comprehensive details of the duties and responsibilities of the position;
- providing the same information to all applicants;
- a consistent interview process that ensures all applicants are asked the same questions.

1. Write a Job Description

A well written job description provides the employee with a good understanding of what is expected of him/her and provides the employer with an excellent tool to evaluate job performance.

The Board of Directors must carefully determine what responsibilities should be included in the job description. The job description should include the qualifications, skills and experience that are required for a person to perform the work efficiently and effectively.

2. Determine the Hours of Work and Salary/Benefits

Once the job description has been completed, determine the number of hours/days per week that are required for an employee to fulfill the responsibilities of the position. Consulting with other self-managed housing providers or others in the property management business to determine industry standards for similar positions is recommended, considering the number of units/tenants in the portfolio.

Consider if any benefits (i.e. sick leave, etc.) will be offered to the employee. Determine mandatory payroll deductions (i.e. income tax, Canada Pension Plan (CPP) and Employment Insurance (EI) deductions) and consider mandatory employer contribution rates for CPP and EI. Determine hourly rate/salary, vacation pay, and statutory holidays. The Ontario Ministry of Labour specifies minimum wage and mandatory statutory holidays and how to calculate holiday pay.

3. Advertising

A broader range of interested applicants can be reached by advertising. The advertisement must be concise but should specify the job responsibilities, qualifications, skills, and experience required. It should also include instructions for submitting an application and a date by which applications must be received.

Guide to Self-Management Recruiting

4. Determine the Method of Search

The Board of Directors may consider a number of options in their search for qualified applicants:

- the local Employment and Education Centre, Employment Insurance office or other community resource center for job searchers may be able to refer qualified applicants,
- advertising in the local/area newspaper,
- posting the position on the Job Board of the provider's professional association (i.e. Ontario Non-Profit Housing Association (ONPHA) or Co-operative Housing Federation of Canada (CHF Canada)).

5. Select an Interview Committee and Develop Interview Questions

Two or three directors should be appointed to review applications received against the job description for the position. Depending on the number of qualified applications, at least three applicants should be selected for an interview.

Interview questions should be developed based on the job description, skills and experience required for the position. Sample interview topics/evaluation criteria are included in the Guide to Preparing a Request for Proposal (Appendix B).

All applicants should be asked the same questions to ensure that each applicant is given an equal opportunity. Refer to the Ontario Human Rights Code to determine what questions are inappropriate to ask in an interview.

It is recommended that interviewers develop point scores for each question that reflect the relative importance of the question. After each interview is completed, each interviewer should total their scores for each applicant. Scores of all interviewers are then totaled to determine the best overall score for each applicant.

6. Reference Checks

Each applicant interviewed shall submit references in writing, with full knowledge that the interviewing committee will contact these references. Prior to offering the position to the highest ranked applicant, try to determine:

- that the information in the application is correct
- if the previous employer(s) would rehire this employee
- the work habits of the applicant, e.g. punctuality, neatness, accuracy
- strengths, weaknesses and general suitability of the applicant for the position
- any other factors important to the housing provider.

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7. Offering the Position

Once the interviewing committee has determined the successful candidate, a verbal offer may be made. Upon acceptance of the verbal offer by the applicant, a formal written offer of employment shall be made. The written offer should clearly outline the starting wage/salary, benefits as applicable, hours/days to be worked, probation period and employment start date and time. The offer of employment must also be accepted in writing.

The applicant must be clearly advised in both the verbal and written offer that he/she will be required to sign a Conflict of Interest Declaration in accordance with the Conflict of Interest Directive.

8. Employment Contract

A formal employment contract should be reviewed by the housing provider's legal counsel prior to execution. The contract shall include the job description and the offer letter. The executed contract and the Conflict of Interest Declaration shall be maintained on the employee's personnel file.

9. Notifying Unsuccessful Candidates

Once the position has been formally accepted by the successful applicant, all unsuccessful applicants interviewed should be advised in writing thanking them for their interest and that the position has been offered and accepted by another applicant.

10. Performance Evaluations

Regular employee performance evaluations are an opportunity for the Board to ensure that its expectations and those of the employee are being met. Evaluations should be conducted in a constructive way by reinforcing the employee's strengths and identifying ways to improve weaknesses. The employee should be encouraged to provide his/her input on issues that affect his/her job.

Evaluations of employee performance generally take place at the following intervals:

- **Prior to the end of the probation period (usually three to six months)**
If improvement is required, it must be documented and communicated in writing to the employee. Expectations of the employer must be clear and additional training and/or skill development should be considered, if applicable.
- **On an ongoing basis**
Regular feedback given to the employee on an ongoing basis ensures there are no surprises for the employee during a formal performance evaluation. It also gives the employee an opportunity to take corrective action immediately.
- **On an annual basis**
Performance reviews should be conducted annually as a minimum and a record of such retained on the employee's personnel file.

Guide to Preparing a Request for Proposal

Housing providers, who choose to hire professional property management services, will need to provide prospective property management firms with a clear description of the portfolio, building history, services required, expectations, targets, timelines and how proposals will be evaluated.

Once the housing provider has a clear sense of what the organizational needs and priorities are, the next step is to prepare a Request for Proposal (RFP). An outline for preparing a RFP follows.

1. Initial Preparation

a) Role of the Board

The Board should clarify what their role will be in the process. Will the entire Board be involved or will a committee be established that reports to the Board at various stages in the process.

b) Role of the Current Property Manager/Property Management Firm

The Board should clarify the role of their current property manager/property management firm, if any, in the RFP process. If the current property manager/property management firm intends to submit a bid, they may not be involved in the process in accordance with the Conflict of Interest Directive. This will ensure that each proponent is treated fairly and equitably. The Board shall ensure that the current property manager/property management firm receives appropriate written notice according to the terms of their contract.

c) Timing

The RFP process should begin at least 90 – 120 days before the expiry of the current contract to allow sufficient time for advertising, receiving and evaluating proposals and awarding the new contract.

d) Services Required

The Board must carefully assess the organizational needs of the housing portfolio. Identify any gaps in service that currently exist, if any, and create a master list of tasks to be provided by the property management services firm. Various roles and tasks may be categorized as administrative, financial, maintenance and tenant/member relations.

The Board must also decide what is most important to the Board (i.e. low unit turnover, low rent arrears, achieving significant operating surpluses, or a high level of tenant/member satisfaction). Once the Board has established its priorities, these will guide development of the RFP.

All of the above information can be used to develop the scope of work section for the Request for Proposal, the advertisement and the contents of the property management services contract.

e) How/Where Services to be Provided

The RFP must specify if property management services are to be provided on-site (i.e. at an office space within the portfolio) and what equipment, software, etc. will be provided by the housing provider. Alternately, if property management services are to be provided

Guide to Preparing a Request for Proposal

off-site and the property management firm is responsible to supply equipment, software, etc. A site visit may be appropriate.

2. Developing the Request for Proposals

Refer to the sample Request for Proposal (Appendix C) while reading this section.

The Request for Proposal should contain all the information a prospective proponent will need in order to provide a complete and accurate proposal for the services required. This could include information such as:

- Purpose of the Request for Proposal
- Background details – including rents/occupancy charges, units and client type
- Scope of Work including specific requirements such as development of a preventative maintenance plan
- Instructions to Proponents
- Submission Requirements

3. Advertising

a) Area of Search

The Board should determine the area of search for their advertisement to ensure at least three proposals. Rural areas may need to advertise in more than one newspaper to ensure that they receive a sufficient number of proposals to provide the services required by the Board.

b) The Advertisement

The advertisement to proponents should state the following:

- the non-profit/co-operative's corporation name and location
- a description of services to be provided
- time and location for the information session
- time and location for the receipt of proposals
- where to access the Request for Proposal documents and any additional information
- the name of a contact person for enquiries and pick-up of RFP forms
- that the lowest proposal will not necessarily be accepted
- that late submissions will not be accepted

The description in the advertisement should be detailed enough to allow potential proponents to decide if the work interests them and if they meet the required qualifications. Advertisements must not limit proposals only to those firms which have had previous experience managing non-profits or co-operatives. It is acceptable to

Guide to Preparing a Request for Proposal

indicate that previous experience working with community based organizations and/or a non-profit Board of Directors would be an asset.

c) Tracking Request for Proposal Packages

A system to track Request for Proposal packages as they are sent out and received should be set up. The name of the person requesting the package, as well as the name and address of the property management firm should be recorded. This allows for follow-up in the event that an insufficient number of proposals are received or if changes to the RFP are made prior to the submission date. The tracking system should also record information requests and any changes to the RFP package as well as the date and time proposals are received.

4. Evaluating Proposals

a) Content

The Board should prepare a list of minimum criteria which must be met by the firm in order to qualify. Each proposal must be evaluated against criteria such as:

- knowledge of general property management practices and relevant legislation
- experience in property management services
- knowledge and experience in non-profit/co-operative management
- experience of the individual(s) that will be assigned to the project
- proposed monthly fee

b) Completeness

All proposals shall be reviewed for completeness and must include the following information:

- the proponent's name (i.e. an individual or a property management firm)
- a comprehensive description of property management experience
- staffing description, if more than one individual will provide services on behalf of a property management firm
- a description of property management and administrative systems
- references
- written confirmation of agreement to sign a property management services contract
- written confirmation of agreement to sign the Conflict of Interest declaration

Incomplete proposals based on minimum criteria are to be disqualified.

c) Proposed Fees

When reviewing proposed fees, the Board must consider if the proposed fee:

- is within the approved budget
- represents good value for the volume and type of property management services being contracted
- is representative of the going market rate for similar services

Guide to Preparing a Request for Proposal

5. Interviewing

- a) It is prudent for the Board to interview proponents who meet the evaluation criteria. The purpose of the interview is to confirm the knowledge, experience and suitability of the proponent. It is also an opportunity for the Board to ensure that the proponent is fully aware of any issues that may impact on their responsibilities.
- b) The following sample interview topics can be used to develop their interview questions. Each question should be assigned a point score based on its importance. Total all points at the end of each interview for each proponent. The same questions should be asked of all proponents interviewed.

Sample Interview Topics

A. The Housing Provider

- Description of the portfolio
- Expectations of the Board
- Issues related to the portfolio

B. Knowledge of General Property Management Requirements

Maintenance

- Preventative maintenance
- Repair requests
- Inspections
- Capital replacement plan

Tenant/Members

- Arrears collection
- Evictions
- Appeals
- Filing documents with the Landlord and Tenant Board
- Lease/occupancy agreement administration
- Marketing plan
- Tenant/Member notice requirements

Financial

- Financial records and systems
- Financial reports/audits
- Quotes and tenders
- Budget process

Administrative

- Legislative requirements (Building Code, Fire Code, WHMIS, etc.)
- Contract administration
- Reporting to a Board of Directors
- Community relations
- Tenant/Member involvement
- Corporate reporting requirements

Guide to Preparing a Request for Proposal

C. Previous Property Management Services Experience

- Experience in the private rental market including length of time and size of portfolio
- Experience with non-profit/co-operative or other social housing, portfolio size and length of time property management provided
- References

D. Knowledge of Social Housing Program Requirements

- Applicant eligibility and modified chronological selection system
- Target plan
- Annual review process
- Rent/occupancy charge (calculations for geared-to-income)
- Reporting requirements

6. Reference Checks

Reference checks should be conducted by the Board for all proponents that are seriously being considered for award of the contract. If checking references for more than one proponent, the same questions should be asked for all. Areas that could be investigated through the reference check include:

- Confirmation of experience as submitted in the RFP
- Relationship with tenants/members
- Relationship with Owners and/or Board of Directors
- Reporting style

For references from former employers of the proponents, the Board should also determine the reason for non-renewal or termination of the contract.

7. Award of Property Management Services Contract

a) Confirmation of Acceptance

The Board should formalize acceptance of the proposal in writing, including arrangements for signing the contract. Once the Property Management Services Contract is signed, unsuccessful proponents should be notified.

b) Awarding to Other Than the Lowest Proposed Fee

Circumstances may justify awarding the contract to other than the proponent offering the lowest fee. In these circumstances, the Board shall ensure that a full and consistent evaluation of all proposals has been undertaken and the reasons for not accepting the lowest proposed fee are clearly documented.

Appendix C

Sample Request for Proposal (RFP)

Introduction

The **Insert legal name of housing provider** (hereinafter called the "housing provider" is accepting Proposals for property management services from experienced property management firms. The Legal name of housing provider is governed by a Board of Directors responsible for insert total # of units (e.g.. 20, 40) insert type of units (i.e. townhouses, apartments, etc.) consisting of insert # of rent-geared-to-income units rent-geared-to-income (RGI) units and insert # of Market units, if applicable Market units. Units are rented to specify household type i.e. seniors, families, etc. and tenancies are subject to the *Housing Services Act, 2011*. Vacancies of RGI units are offered to prospective tenants from a chronological wait list administered by the United Counties of Leeds and Grenville, Community and Social Services Division, Social Housing Registry. The legal name of housing provider is partially funded by the United Counties of Leeds and Grenville, who is the Service Manager.

This Request for Proposal invites proposals from property management firms to provide property management, administrative and financial services in an effective and cost efficient manner. The legal name of housing provider is committed to:

- Providing safe and affordable rental accommodations;
- Maintaining units and properties in a satisfactory state of repair;
- Being fiscally accountable to stakeholders;
- Managing the housing portfolio in a professional manner;
- Fostering a sense of well-being and belonging for all tenants/members in the community.

Preference may be given to property management firms who have effectively managed rent-geared-to-income properties. The successful Proponent will be offered a three year contract, with two optional extensions of one year (maximum of five years), at which time a new Request for Proposals will be solicited.

Scope of Services

The services to be provided by the successful Proponent will include, but not be limited to:

- Property management and administration of the housing portfolio including the provision of staff, if applicable;
- Operational planning and financial management of the portfolio within the approved budget and attaining the Board's objectives and strategic directions;
- Implementation of policies and procedures as directed by the Board and the Service Manager;
- Compliance with legislative requirements (e.g. *Housing Services Act, Residential Tenancies Act, Building Code, Fire Code*);

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Sample Request for Proposal (RFP)

- Calculation of accurate rent-geared-to-income (RGI);
- Timely collection and accounting for all rents, receivables and deposits;
- Serving notices and filing applications under the *Residential Tenancies Act* for arrears, damages, interference with reasonable enjoyment, etc.;
- Tenant relations pursuant to the terms of the Lease Agreement and legislative authority;
- Managing cash flow for the portfolio and ensuring invoices are paid in a timely manner;
- Timely reporting to the Board of Directors (monthly, quarterly and annually), including variances from budget and year-to-date, maintenance, tenant relations, vacancies and other relevant operational reports;
- Bookkeeping shall be performed in accounting software that is easily transferrable to the housing provider at the end of the contract;
- Procurement, contract administration and management of all operating, maintenance and security services as required and directed by the Board, and subject to the Conflict of Interest Directive issued by the Service Manager;
- Preparation of operating and capital budgets, monthly financial statements, Annual Information Return and other reports requested by the Board and/or Service Manager;

Note: Edit and/or add to the above services based on requirements established by the Board for the position.

Work Schedule

Initially, a project plan and schedule will be determined with the successful Proponent and the legal name of housing provider. Regular operating hours shall be determined.

Mandatory Requirements

Proponents must clearly demonstrate the following in their proposal:

- Experience in effective property management and tenant/member relations;
- Knowledge of social housing administration and reporting to a Board of Directors;
- Ability to develop and manage an operating and capital repairs budget;
- Capacity to provide professional and timely 24 hour on-call service for after-hours emergencies;
- Demonstrate that the firm has comprehensive general liability insurance, acceptable to the housing provider, and subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury (including death), and damage to property including loss of use thereof;
- Automobile liability coverage in an amount not less than two million dollars (\$2,000,000);

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Sample Request for Proposal (RFP)

- As applicable, the property management firm shall provide and maintain workers' compensation insurance in accordance with the requirements of the *Workers' Compensation Act* of the province of Ontario and shall otherwise comply with all employment, environmental and other laws, regulations and by-laws applicable to its operations;
- Proposed monthly fee

Note: The above are suggested requirements only. Each housing provider must identify needs specific to the portfolio and edit this section accordingly.

Timetable for RFP Process

| Date | Event |
|------|--|
| | Publish Request for Proposal (RFP) |
| | Deadline for Proponent Questions |
| | Sealed RFP submissions due on or before this time/date Note: Late submissions will be deemed non-compliant and will be rejected |
| | Anticipated timeline for evaluation by Board of Directors |

This timetable is provided as general guidance only and except for the RFP submission date and time, the above timelines are subject to change without necessity of addendum.

Questions and Inquiries

It is the responsibility of the Proponent to seek clarification from the legal name of housing provider on any matter in this Request for Proposal considered to be unclear, ambiguous or inconsistent. The legal name of housing provider shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP. Proponents who fail to raise any questions or concerns they may have, do so at their own risk.

Proponents may not at any time communicate directly or indirectly with any member of the Board, selection committee, staff, or media, in relation to this RFP, or any contract awarded pursuant to this RFP without obtaining the written permission of the legal name of housing provider.

To provide fair and equal opportunity for all, Proponents' questions **shall only be accepted in writing** by fax or electronic mail with the subject line of any electronic transmission stating "Request for Proposal - Property Management Services and submitted to:

Insert name, address and other contact information for the individual receiving Requests for Proposal

Appendix C

Sample Request for Proposal (RFP)

Questions shall not be received after **insert a final date and time for submitting questions** to allow all Proponents ample time to prepare their submissions. Responses to questions shall be shared with all Proponents, without identifying the inquiring party.

Addendums

An addendum shall be issued to all Proponents in all cases where questions result in changes or clarification to bid documents. **Proponents must give consideration, sign, and include all addenda (signed) when preparing its submission.**

Submission Requirements

All submissions must include as a minimum, but are not limited to, the following information:

- Executive summary, highlighting the firm's credentials and experience relevant to the Request for Proposal.
- A copy of the business name registration of the property management firm, if applicable.
- A profile of the firm that includes the legal name and address of the property management firm, personnel, and resources available to provide quality delivery of services.
- Resumes including particulars of expertise and experience of proposed project staff.
- Matrix or checklist explaining how each mandatory requirement is met.
- Description of the financial methods, processes and systems utilized by your firm in monitoring, controlling and reporting operational expenditures. Provide samples of report forms used by your firm to report to the Board of Directors. Describe your success in producing operating surpluses in housing portfolios.
- Explanation of how the Proponent's submission will meet the requirements presented in this RFP.
- A statement that clearly indicates what services, which the housing provider might otherwise expect, are not provided within your proposal.
- Availability of the Proponent.
- Verification of General Liability Insurance subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury (including death), and damage to property including loss of use thereof; Automobile liability coverage in an amount not less than two million dollars (\$2,000,000); and
- As applicable, the property management firm shall provide and maintain workers' compensation insurance in accordance with the requirements of the *Workers' Compensation Act*.
- Annual management fee for performing all services identified in the Scope of Work.

Appendix C

Sample Request for Proposal (RFP)

Privacy and Confidentiality

All information supplied to the legal name of housing provider in this document becomes the property of the legal name of housing provider and is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the *Municipal Freedom of Information and Protection of Privacy Act*. Disclosure of information contained within this document will only be made in accordance with the Act.

Any documents, information, and materials provided by the legal name of housing provider in this RFP or at any time during this RFP process, whether in verbal, written, or machine readable form, are considered by the legal name of housing provider as confidential information. Any Proponent who receives a copy of this RFP, whether or not they submit a Proposal, shall maintain this information as strictly confidential at all times and shall not communicate such information, documents or materials to any third party without the prior written consent of the legal name of housing provider, even after award of the Contract.

Rights of the Housing Provider

This Request for Proposal may be cancelled in whole or in part without penalty, if:

- Fees in the submissions exceed the funds allocated for the purpose of this RFP;
- There has been a substantial change in the requirements after the RFP has been issued;
- Information is received by the housing provider after the RFP has been issued that the provider feels substantially alters the procurement;
- There was insufficient competition to provide the level of service required, or
- For any other reason.

The legal name of housing provider reserves the right to

- deem non-compliant and disqualified from further evaluation any proposal that does not include the minimum submission requirements stated above.
- seek clarification and request additional information, documentation, and statements specific to the proposal after the submission timeline. Such clarification shall not provide opportunity to the Proponent to correct errors and/or change their proposal.
- award the contract to the firm considered to be most suitable. Neither the Proponent that scores the highest number of points nor the one that proposes the lowest fee will necessarily be awarded the contract.
- reject any and all Proposals or cancel this RFP.

Appendix C

Sample Request for Proposal (RFP)

Format of Submission

Proponents must submit **one (1) original proposal and** insert # of additional copies required (i.e. three (3)) copies to be received no later than **insert time and date by which proposals must be received** at enter an address where proposals are to be delivered (preferably a neutral location).

Late proposals are deemed to be non-compliant, and thus will be rejected and returned unopened.

Proposals including all supporting documentation are to be submitted in a sealed envelope. Submissions shall be clearly marked with the RFP title, the submission deadline, the contact name and address of the legal name of housing provider and the full legal name and address of the Proponent.

The legal name of housing provider shall not be liable for any costs incurred by any Proponent for the preparation of this proposal or any presentations, or the attendance at any interviews.

Review and Selection Process

The selection committee will be comprised of insert # of Board members to participate members of the Board. The legal name of housing provider reserves the right to add or modify members of the committee or to appoint substitute members at any time.

Proposals submitted will be reviewed and evaluated as follows:

- For compliance with mandatory requirements and demonstrated property management experience and ability to provide the required services.
- Proposals will be evaluated and scored in accordance with the "Rated Criteria" included in this Request for Proposal.
- Proponents shall demonstrate how they meet each of these criteria.
- Proponents may be interviewed for further evaluation.
- In submitting a proposal, the Proponent agrees that it will accept the decision of the legal name of housing provider as to whether a proposal meets the stated requirements.

Appendix C Sample Request for Proposal (RFP)

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

| Criteria | Weight |
|---|--------|
| Property management experience | 40 |
| Experience with non-profit/co-operative housing | 30 |
| Proposed fee | 30 |

Note: This is an example only. The Board shall determine weight and priorities of various criteria.

Definitions

The following definitions are provided to remove ambiguity of terms used in this document.

- "Owner" means the legal name of housing provider.
- "Proponent" means the individual or firm submitting a proposal.
- "Service Manager" means the United Counties of Leeds and Grenville.
- "RFP" means Request for Proposal.

Mandatory Provisions for Property Management Contracts

The following provisions must be included in all contracts as a minimum requirement, when hiring a property management services firm.

Services to be Provided

The contract must specify the services to be provided with sufficient detail to determine if the obligations of the contract are being fulfilled by the property management firm.

Reference to the *Housing Services Act, 2011* and Regulations

The contract must state the following:

“The property management services firm acknowledges that administration of the housing portfolio is subject to and must comply with the *Housing Services Act, 2011* and regulations and to any standards and directives issued by the Service Manager. The property management services firm acknowledges that no action will be undertaken on behalf of the housing provider which would be in conflict with the terms of the *Housing Services Act, 2011* and/or Service Manager Directives.”

Training Plan

The contract must contain a clause that specifies that property management staff is subject to the housing provider’s training plan to ensure that property management staff is familiar with existing and new legislative requirements and local rules, standards and policies/directives issued by the Service Manager.

Budget

The contract must contain a provision that states:

The property management services firm agrees to maintain the housing portfolio within the approved budget established for the portfolio.

Maintenance/Full Occupancy

The contract must include a provision that requires that the property management company agrees to maintain full occupancy of both market and geared-to-income units.

Records and Accounts

The contract must contain a clause that states that all files and books of account are, and shall remain the property of the housing provider and must be provided in a format that is compatible with or easily transferable to the housing provider’s own system.

Reporting to the Board of Directors

The contract shall require the property management firm to submit a management report at every Board meeting that includes information on activities related to administrative,

Mandatory Provisions for Property Management Contracts

maintenance, tenant/member relations and a complete set of financial reports including the following:

- i. a balance sheet with current, past month and past year account information
- ii. an income and expense statement with year-to-date and budget comparisons
- iii. a capital expense statement, and
- iv. reconciliations for all bank accounts.

Indemnification

The following provisions must be included:

- The property management services firm agrees to indemnify and save harmless the housing provider from any loss, damage, expense or liability that the housing provider may be put to or suffer by reason of any act or omission on the part of the property management services firm, its employees, its servants, its own agents or its sub-contractors.
- The property management services firm shall furnish the housing provider with evidence by way of a certificate of insurance that it carries a Fidelity Bond or Employee Dishonesty Coverage or similar in such amount as may be required indemnifying the property management services firm against loss by theft, embezzlement or other fraudulent acts on the part of the property management services firm's employees who are engaged in carrying out the services covered by this property management services contract, the cost to be at the expense of the property management services firm.

Insurance

- During the term of the contract, the property management firm shall maintain comprehensive general liability insurance, acceptable to the housing provider, and subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury (including death), and damage to property including loss of use thereof, which may arise from the services provided under this contract. Evidence of said liability insurance shall be provided to the housing provider upon request.
- The Comprehensive General Liability policy of insurance referred to in this section shall include the legal name of housing provider as an additional insured for acts committed by the named insured.
- Automobile liability coverage in an amount of not less than two million dollars (\$2,000,000).
- The property management firm shall immediately notify the housing provider of any cancellation or amendment of the above insurance policies. The property management firm will not do, or permit to be done, anything which may void or render voidable the policy or policies of insurance covering the portfolio.
- As applicable, the property management firm shall provide and maintain workers' compensation insurance in accordance with the requirements of the *Workers' Compensation Act* of the province of Ontario and shall otherwise comply with all

Mandatory Provisions for Property Management Contracts

employment, environmental and other laws, regulations and by-laws applicable to its operations.

Term of Contract

- The term of the contract shall not exceed three (3) years, and must not contain an automatic renewal clause. Such clauses are usually in the form of default i.e. If notification of intention to renew is not given by either party, then it is assumed that the contract will be automatically renewed. An automatic renewal clause is not allowable. Two additional one year extensions may be considered.
- The contract shall not contain a right of first refusal clause or right of first offer clause.

Management Fees

- The contract must specifically identify the services to be provided under the contract and the fee for identified services.
- The contract must include a clause stating that the housing provider reserves the right to withhold the management fee (or part thereof) if the property management firm is not fulfilling the terms of the contract.

Assignment of Contract

The property management services contract must include the following provision:

“The property management firm cannot assign this contract without the prior written approval of the housing provider, which approval may be arbitrarily withheld.”

Confidentiality

The following must be included in the contract:

The property management services firm agrees that all of its employees and/or agents having access, by virtue of this management services contract, to materials and information regarding individual tenants/members, shall treat same as confidential information not to be disclosed to third parties or used in any unauthorized way without the prior consent and knowledge of the individual tenants/members in accordance with the *Freedom of Information and Protection of Privacy Act (FIPPA)* or the *Municipal Freedom of Information and protection of Privacy Act (MIFFA)*.

The property management firm further agrees that where a breach of confidentiality occurs by the property management firm and/or its employees, the contract with the property management firm shall, upon written notice of the housing provider be terminated.

The Service Manager may exercise a remedy in the event of a triggering event under the *Housing Services Act, 2011 (HSA)*, having made reasonable efforts to assist the housing provider to deal with the situation. This could include, but is not limited to, the

Mandatory Provisions for Property Management Contracts

termination of a property management contract in exercising any of the powers or performing any of the duties of the housing provider under the HSA.

The property management firm agrees that where such termination occurs, neither the housing provider nor the Service Manager shall be liable to the property management firm for any charges or costs incurred by the firm as a result of the termination.

Conflict of Interest

The following clause must be included in all property management services contracts:

“The **Insert name and address of Property Management Services firm** acknowledges that prior to executing this contract, he or she was provided with a copy of the Service Manager’s Conflict of Interest Directive and that he or she has read the Directive and understands its terms. **Insert name and address of Property Management Services firm** acknowledges that the housing provider is obligated to comply with the Conflict of Interest Directive and to this end, will be obliged to provide a Conflict of Interest Declaration in the form attached to the Directive. The **Insert name and address of Property Management Services firm** agrees to provide such declaration as and when required by the housing provider and acknowledges that any conflict of interest in contravention of the Directive will be immediately reported to the housing provider. If it has been determined in accordance with the Conflict of Interest Directive or the Service Manager has so determined that the **Insert name and address of Property Management Services firm** is in a conflict of interest, the housing provider is entitled to terminate this contract, without any right or recourse by the **Insert name and address of Property Management Services firm** against the housing provider or the United Counties of Leeds and Grenville.”

Termination

There must be a clause included in the contract that allows the housing provider to terminate the contract on 60 days written notice at any time and on 30 days written notice for breach of the contract, unless the parties agree to shorter notice periods. An example of such a clause follows:

“The housing provider reserves the right to cancel and terminate this contract without cause by giving at least 60 days written notice of the decision to terminate the contract, and with cause by giving at least 30 days written notice. Such notice shall be given by personal service or ordinary mail to the property management services firm in care of:

Insert name and address of Property Management firm

or at such changed address as the property management firm may from time to time indicate. Such termination to take effect on the last day of the last month of the notice period, at which time accounts between the parties, will be settled.”

Mandatory Provisions for Property Management Contracts

Best Business Practices

Although the following are not required, the United Counties of Leeds and Grenville, as Service Manager is concerned about good business practices and as such, suggest that you consider that:

The property management services firm not be given full signing authority over bank accounts. Rather, it is prudent for the Board of Directors to set a reasonable withdrawal limit for the property management services firm. Cheques over the set limit should require the signature of at least one member of the Board of Directors.

Contracts require that, on termination of the contract, the property management services firm is to return, within a reasonable time frame, all files, records, accounts, assets and property of the housing provider. It should also require that they cooperate fully with the new property management services firm or employee during the transition process.

Giving 30 days' notice of termination for cause to your property management services firm is the last step in a process. The firm should be given an opportunity to correct the problem before notice is given. This could include among other activities: meeting with them to discuss the issue, identifying the action to be taken, and establishing realistic deadlines for the issue to be resolved. All meetings and communications must be followed up in writing confirming the discussion(s).

Sample Contract for Property Management Services

THIS CONTRACT MADE THE Insert day **DAY OF** Insert month, Insert year.

BETWEEN:

Legal name of housing provider
(hereinafter called the "Housing Provider")

AND:

Insert legal name of property managment firm
(hereinafter called the "Property Manager")

WHEREAS the Housing Provider is the registered owner of the lands and buildings municipally known as Insert name of housing project, in the Insert City, Town or Township as applicable, Ontario (hereinafter referred to as "the portfolio") which is to be operated by the Housing Provider on a "not-for-profit" basis;

AND WHEREAS the Housing Provider agrees to retain the Property Manager and the Property Manager agrees to serve the Housing Provider as its agent, and to manage the portfolio on behalf of the housing provider in a faithful, diligent and honest manner, subject always to the direction of the Board of Directors, and in accordance with the terms of this contract and all applicable laws, regulations or ordinances of all competent authorities having jurisdiction over the portfolio;

AND WHEREAS the Property Manager has the capability and expertise to provide property management services required by the Housing Provider and has agreed to accept these terms and conditions;

AND WHEREAS the parties desire an agreement to set out the terms and conditions which shall provide the framework for the property management services to be provided by the Property Manager as required by the Housing Provider;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the meanings specified, unless the context requires otherwise , for the purposes of this Contract:

Sample Contract for Property Management Services

“Act” means the *Housing Services Act, 2011* together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto.

“Property Manager” means Insert legal name of property managment firm and its employees or agents;

“Board” means the Board of Directors of the Legal name of housing provider;

“Contract” means this Agreement including any supplemental and amending contracts and/or addenda hereinafter properly executed to supplement or amend this Contract;

“Hours of Work” means the hours during which the housing provider’s office is open for tenants/members to pay rent and receive services and during which time the Property Manager is expected to perform his/her duties and responsibilities as outlined in this Contract;

“Operating Budget” means the operating budget approved by the Board and submitted to the Service Manager as of the date of this contract and any subsequent operating budget approved by the Board during the term of this contract.

“Portfolio” means the property described in the opening paragraph hereof, together with the residential rental accommodations and other structures, chattels and improvements erected or contained therein and including all lands hereafter acquired by the Housing Provider in substitution for or in addition to the lands described above;

“Service Manager” means the Corporation of the United Counties of Leeds and Grenville.

2. INTERPRETATION

- a) The laws of the Province of Ontario shall apply to the interpretation of this Contract and any reference to a statute in this Contract includes any subsequent amendments or replacement and substitution of that statute.
- b) Whenever used in this Contract, the word “shall” shall be construed as mandatory and the word “may” shall be understood as permissive.
- c) The titles in this Contract have been inserted for convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of any provision of this Contract. Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.
- d) Any notice, consent or approval, required or permitted to be given pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary

Sample Contract for Property Management Services

mail, to the Legal name of housing provider at such address as the parties may designate in writing from time to time.

- e) Any notice, consent or approval shall be deemed to have been delivered on the date of such personal service, or if mailed, on the fifth (5th) day after the day on which it was mailed.
- f) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein.

3. REFERENCE

This agreement is made as a result of the Housing Provider's issuance of a Request for Proposal (RFP) dated Insert advertisement date of RFP and the submission by the Property Manager on Insert date of submission. All aspects of the RFP and the Property Manager's submission form part of this agreement.

4. RESPONSIBILITIES OF THE PROPERTY MANAGER

The Property Manager is responsible to:

- a) Manage the portfolio on behalf of the Housing Provider in a faithful, diligent and honest manner, subject always to the direction of the Board. The Property Manager agrees generally to do and perform all things desirable or necessary for the proper and efficient management of the portfolio and to perform every other act in or about the portfolio to carry out the intent of this contract, (including attending to and responding to any complaints, and endeavouring as far as is economical to reduce waste) as a prudent Housing Provider would.
- b) Acknowledge that administration of the housing portfolio is subject to and must comply with the *Housing Services Act, 2011* and regulations and to any standards and directives issued by the Service Manager. The Property Manager confirms and agrees not to undertake any action on behalf of the Housing Provider, which would be in conflict with the terms of the *Housing Services Act, 2011* and/or Service Manager directives.
- c) Participate in the Housing Provider's training plan to ensure that the Property Manager is familiar with legislative requirements and local rules, standards and directives issued by the Service Manager.
- d) Provide operational planning and financial management services that achieve the Board's priorities, strategic directions within the approved operating budget established for the portfolio.
- e) Provide or cause to be provided competent personnel for operating, leasing, controlling and managing the portfolio, as would a reasonable and prudent Housing Provider of residential investment properties comparable in age, type and class to the portfolio. The Property Manager agrees that such employees, or agents as the case

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may be, so engaged in the performance of this Contract, are hired and dismissed solely by the Property Manager and shall be the employees, or agents of the Property Manager and not employees of the Housing Provider. All costs, damages and/or severance related to such employees or agents shall be the Property Manager's sole responsibility.

- f) Provide a criminal reference check for each individual employed in the fulfillment of this contract. Costs for criminal reference checks shall be reimbursed to the Property Manager.
- g) Acknowledge that neither the Property Manager nor any employees, contractors or suppliers hired pursuant to paragraph d) above, shall be considered employees of the Housing Provider.
- h) Calculate accurate rent-g geared-to-income (RGI), and collect, monitor and account for all rents, receivables and deposits for the Housing Provider.
- i) Collect all rent and other receivables, serve notices and file applications with the Landlord and Tenant Board as required for any tenant/member's contravention of the *Residential Tenancies Act*.
- j) Promote tenant relations on behalf of the Housing Provider pursuant to the terms of the lease/occupancy agreement.
- k) Advise Housing Provider and tenants/members of telephone number(s) at which an agent of the Property Manager can be reached during normal business hours. On-site hours and a 24-hour emergency response system acceptable to the Housing Provider shall also be posted.
- l) Maintain full occupancy of units by renting vacant units in accordance with the chronological waiting list(s), the directives issued by the Service Manager and the Housing Provider's internal transfer policy, and ensuring that mandated targets (i.e. Market and RGI unit mix) are maintained.
- m) Manage utilities in the portfolio, including the timely payment of utilities, taxes, and all invoices payable.
- n) Maintain and protect all tenant and organizational information from loss, significant damage and inappropriate access, and comply with legislated requirements for records retention and confidentiality. Backup and recovery plans must be established and adhered to.
- o) Subject to section 6 and the Purchasing/Spending policy/by-law, procure, administer, and manage all operating maintenance and security services as required and in accordance with the Board's direction, ensuring the conflict of interest directive is adhered to.
- p) Perform bookkeeping on the insert either Property Manager's or Housing Provider's as applicable own computer equipment on accounting software provided by the Housing Provider. All files and books of account are, and shall remain the property of

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the Housing Provider and must be provided in a format that is machine readable and compatible with or easily transferable to the Housing Provider's own system at the termination of this Agreement.

- q) Record and report all financial transactions and financial reports using the accrual accounting method.
- r) Prepare and distribute the agenda for Board meetings, recording, preparing and distributing minutes for Board meetings, ensuring the minimum number of required meetings is held each year, quorum at each meeting and that the required Annual General Meeting is held.
- s) Provide a monthly management report at every Board meeting that includes information on activities related to administrative, maintenance, tenant/member relations, vacancies and complete financial reports including the following:
 - i. a balance sheet with current, past month and past year account information
 - ii. an income and expense statement with year-to-date and budget comparisons
 - iii. a capital expense statement, and
 - iv. reconciliations for all bank accounts.
- t) Provide quarterly and annual reports of the portfolio operations including monthly and year-to-date budget to actual variance reports, maintenance, tenant relations, vacancies and other relevant operational issues to the Board of Directors.
- u) Prepare annual capital and operating budgets in a timely manner, providing credible projections of revenues and expenses, separating capital and operating items, cash flow, capital reserve fund status, audit preparation, completion of the Annual Information Return (AIR) and other reports as requested by the Service Manager, with disclosure of planning assumptions.

5. **HOUSING PROVIDER'S RESPONSIBILITIES**

- a) The Housing Provider agrees to provide/make available the following:
 - on-site office facilities, including insert a list of items, equipment and software provided by the Housing Provider
 - property and unit plans
 - project keys
 - access to legislation (i.e. e-laws)
 - copies of Service Manager Directives
- b) The Housing Provider agrees to conduct a formal written performance evaluation of the Property Manager on at least an annual basis.

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- c) The Housing Provider agrees to pay invoices within terms and to promptly advise the Property Manager of any discrepancies, errors or issues that could delay payment of invoices within terms.
- d) The Housing Provider shall furnish the Property Manager the names, addresses and telephone numbers of those officers and/or Directors authorized to act for and on behalf of the Housing Provider.

6. SPENDING AUTHORITY

- a) All cheques drawn on the Housing Provider's bank account shall be prepared by the Property Manager and shall be executed jointly by two designated signatories of the Housing Provider, one of which may be the Property Manager in accordance with the Housing Provider's by-laws.
- b) Subject to the emergency provisions herein set forth, the Property Manager shall not expend any funds, undertake any work or engage any contractors for maintenance or capital outlay unless the same are set forth and approved in the Housing Provider's operating budget or unless the Property Manager first obtains the prior approval of the Board for the expenditure.
- c) Subject to the Housing Provider's Purchasing/Spending Limits by-law or policy, the Property Manager shall obtain and enter into short term contracts on behalf of the Housing Provider for supplies, materials, equipment and services as required for maintenance, repairs and operation of the portfolio pursuant to the approved Operating Budget established for the portfolio. All expenditures shall be subject to and in accordance with the Purchasing/Spending Limits by-law or policy established by the Housing Provider.
- d) If a situation arises which in the opinion of the Property Manager constitutes an emergency, the Property Manager may take such steps as are required to respond to and rectify such emergency and expend such funds as may be necessary. In such an emergency situation, the Property Manager must use its best efforts to contact the Housing Provider as soon as possible and shall promptly provide the Housing Provider with a full written report outlining the emergency, the steps taken to rectify same and the expenses resulting therefrom.
- e) The Property Manager agrees that it will not enter into any contractual obligations which will extend beyond the term of this contract between the Housing Provider and the Property Manager without the Housing Provider's written consent.

7. ACCESS TO RECORDS

- a) The Housing Provider shall have full and free access to the said premises, and to all books, documents, papers and records of the Property Manager that are pertinent to

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the operations under the terms of this Contract, including the right to audit and to make excerpts and transcripts from such books and records. This clause shall survive this Contract for a period of three (3) years from its completion or early termination of this Contract. All records and books of account are and shall remain the property of the Housing Provider.

8. INDEMNIFICATION

The Property Manager shall, during the term and after the termination of this Contract, agree to indemnify and save harmless the Housing Provider, its directors, officers, employees, servants and agents from any loss, damage, expense or liability that the Housing Provider may be put to or suffer by reason of any act or omission on the part of the Property Manager, its employees, its servants, or its own agents in:

- i. the performance or rendering of the services required hereunder or additional services rendered by agreement of the parties; or
- ii. the failure to perform or render the services required hereunder or additional services rendered by agreement of the parties, or the failure to exercise reasonable care, skill and diligence in the performance or rendering of the services or additional services.

9. INSURANCE

During the term of the contract, the property management firm shall maintain:

- a) comprehensive general liability insurance, acceptable to the housing provider, and subject to limits of not less than Two million dollars (\$2,000,000) inclusive per occurrence for bodily injury (including death), and damage to property including loss of use thereof, which may arise from the services provided under this contract. Evidence of said liability insurance shall be provided to the housing provider upon request.
- b) The Comprehensive General Liability policy of insurance referred to in this section shall include the legal name of housing provider as an additional insured for acts committed by the named insured.
- c) Automobile liability coverage in an amount of not less than Two Million Dollars (\$2,000,000).
- d) The property management firm shall immediately notify the housing provider of any cancellation or amendment of the above insurance policies. The property management firm will not do, or permit to be done, anything which may void or render voidable the policy or policies of insurance covering the portfolio.
- e) As applicable, the property management firm shall provide and maintain workers' compensation insurance in accordance with the requirements of the *Workers'*

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Compensation Act of the province of Ontario and shall otherwise comply with all employment, environmental and other laws, regulations and by-laws applicable to its operations.

10. **TERM**

The term of this Agreement (the "Term") shall, subject to earlier termination in accordance with the provisions herein, be for the period commencing Insert start date and ending Insert end date of contract with the option of two one-year extensions if both parties mutually agree to such extension.

The Property Manager acknowledges that there will be no automatic renewal of this Contract and that the Housing Provider has the right to Request Proposals for the services of a succeeding property manager prior to the expiration of the Term herein.

11. **MANAGEMENT FEES**

- a) The Housing Provider agrees to pay the Property Manager a monthly management fee in the amount of \$insert monthly fee agreed to Canadian funds (or \$insert annual fee annually) on a Net 30 day term for all property management services rendered in accordance with this Contract. The Property Manager will submit invoices on a monthly basis and Harmonized Sales Tax (HST) will be billed separately on the invoice.
- b) The Housing Provider reserves the right to withhold the monthly management fee payments, or any part thereof, where in the opinion of the Housing Provider, the Property Manager is not fulfilling or has breached the terms of this Contract.
- c) In accordance with terms of the Request for Proposal, the fees proposed in submission are firm for the duration of the Contract.
- d) No additional charges will be allowed without express written consent of the Housing Provider.

13. **CONTINUITY OF SERVICE**

The Property Manager shall take such steps as may be necessary to ensure the continuity of the property management services to be provided to the Housing Provider during the term of this contract.

14. **ASSIGNMENT**

The Property Manager shall not assign this contract without the prior written approval of the Housing Provider, which approval may be arbitrarily withheld.

15. **CONFIDENTIALITY**

The Property Manager agrees that all of its employees and/or agents having access, by virtue of this Contract, to materials and information regarding individual

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tenant/members shall treat same as confidential information not to be disclosed to third parties or used in any unauthorized way without the prior consent and knowledge of such individual tenant/members in accordance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) or the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).

The Property Manager further agrees that where a breach of confidentiality occurs by the Property Manager and/or its employees, the contract with the Property Manager shall, upon written notice of the Housing Provider be terminated.

The Service Manager may exercise a remedy in the event of a triggering event under the *Housing Services Act, 2011* (HSA), having made reasonable efforts to assist the housing provider to deal with the situation. This could include, but is not limited to, the termination of a property management contract in exercising any of the powers or performing any of the duties of the Housing Provider under the HSA.

The Property Manager agrees that where such termination occurs, neither the housing provider nor the Service Manager shall be liable to the Property Manager for any charges or costs incurred by the Property Manager as a result of the termination.

16. **CONFLICT OF INTEREST**

The Property Manager acknowledges that prior to executing this Contract, he or she was provided with a copy of the Service Manager's Conflict of Interest Directive and that he or she has read the Directive and understands its terms. The Property Manager acknowledges that the Housing Provider is obligated to comply with the Conflict of Interest Directive and to this end, the Property Manager is obliged to sign the Conflict of Interest Declaration in the form attached to the Directive.

The Property Manager further agrees to provide such declaration as and when required by the Housing Provider and acknowledges that any conflict of interest in contravention of the Act or Directive will be immediately reported to the Housing Provider. If it is determined in accordance with the Conflict of Interest Directive or the Housing Provider and/or Service Manager has so determined that the Property Manager is in a conflict of interest, the Housing Provider is entitled to terminate this Contract without any right or recourse by the Property Manager against the Housing Provider or the Service Manager.

17. **ARBITRATION**

Should a dispute arise from or in relation to this Contract, or in regard to any aspect of its interpretation and such dispute cannot be settled between the parties, the dispute

Sample Contract for Property Management Services

shall be submitted to a sole arbitrator, mutually agreed upon by the Housing Provider and the Property Manager. If an agreement cannot be reached between the parties on the appointment of a sole arbitrator to hear the dispute, either party may bring an application before a Judge of Court of Queen's Bench of Ontario to have a sole arbitrator appointed. All expenses incurred with such arbitration proceedings shall be borne equally by the parties. The award and determination of such arbitration shall be binding upon the parties hereto.

18. TERMINATION

It is hereby expressly agreed that the Housing Provider reserves the right to cancel and terminate this Contract without cause by giving the Property Manager at least 60 days written notice of such termination. Such notice shall be given by personal service or ordinary mail to the Property Manager in care of: Insert name and address of Property Management firm, or at such changed address as the Property Manager may from time to time indicate. Such termination shall take effect on the last day of a month at which time accounts between the parties shall be settled.

It is hereby expressly agreed that the Housing Provider reserves the right to cancel and terminate this Contract with cause by giving the Manager 30 days' written notice of such termination. Such termination shall take effect the last day of the month at which time accounts between the Parties shall be settled.

Upon termination of this Contract whether at the end of the term or upon notice with/without cause, the Property Manager shall immediately return to the Housing Provider all keys, files, invoices, books of account, leases, operating contracts, working papers, data and information, including electronic data, which the Property Manager may have in its possession pertaining to the portfolio. The Property Manager acknowledges and agrees that these are the sole and exclusive property of the Housing Provider. If the Property Manager provides the equipment and software for managing the portfolio, the Property Manager shall also notify the Housing Provider of the operating system and software on which the Housing Provider's data is currently stored.

In the event of any Request for Proposal process prior to the termination of this Contract, the Housing Provider shall provide to prospective proponents full and free access to the premises for the purpose of site inspection. The Property Manager will be held legally responsible by the Housing Provider for any substantial deterioration of site conditions through neglect, deliberate action or mismanagement during the final months of this Contract.

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19. NOTICE

Any demand, notice or other communications to be given in connection with this Contract shall be sufficiently given if delivered by hand, telefax or mail (postage pre-paid and registered) to the party for whom it is intended and in all cases addressed to the party for whom it is intended. In the case of notice to the Housing Provider, addressed to the Legal name of housing provider, Insert address of housing provider, and in the case of the Property Manager, addressed to Insert name and address of Property Manager. Either party may change the address or telefax number for notice by providing notice in writing to the other. If any notice or document is so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the third business day following the date of mailing as aforesaid, and on the next business day if transmitted by telefax.

Time shall be of the essence hereof.

Both parties represent to each other that it is authorized to enter into this Contract and that the person executing this Contract on their behalf is duly authorized with full power to bind that party in accordance with the terms of this Contract.

Legal name of housing provider

Insert name of Property Manager

| | |
|----------------------------|----------------------------|
| _____ | _____ |
| Name (Please print) | Name (Please print) |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Date | Date |