

**AGREEMENT FOR THE MANAGEMENT AND ADMINISTRATION OF
LOCAL HOUSING ORGANIZATION PROGRAMS**

BETWEEN

THE NUNAVUT HOUSING CORPORATION

- and -

EXAMPLE HOUSING ORGANIZATION

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**AGREEMENT FOR THE MANAGEMENT AND ADMINISTRATION
OF LOCAL HOUSING ORGANIZATION PROGRAMS**

This Agreement (the 'Agreement') is dated the _____ of _____, 200X

BETWEEN:

THE NUNAVUT HOUSING CORPORATION

established under the
Nunavut Housing Corporation Act
(the '**Corporation**')

- and -

EXAMPLE HOUSING ORGANIZATION

a Society incorporated under the Societies Act of Nunavut
(the '**Organization**')

1. **AUTHORITY**

Under Section 32 of the *Nunavut Housing Corporation Act*, as amended, the Corporation may sign agreements with the Organization for operating a housing project. Under Section 46, the Minister may vest in the Organization the powers, functions and duties to operate manage and maintain housing under the Agreement.

2. **PRINCIPLES**

The Organization agrees to deliver the Corporation's housing programs to the residents' within its community. The general principles of these housing programs are:

- a) Public housing clients shall be assisted with housing according to their need. The Corporation's current Core Need criteria shall be used to determine a household's level of need for housing assistance.
- b) Allocation of public housing assistance shall be based on the Corporation's client selection criteria guaranteeing universal and public delivery.
- c) All housing units shall be maintained to the basic housing maintenance standards as described in the Corporation's Maintenance Management Program Manual provided with this Agreement.

- d) Government of Nunavut staff housing units shall be allocated by the Corporation according to the Government of Nunavut Staff Housing Policy, Schedule B.
- e) All funds allocated for housing must be used solely for housing programs.

3. TERM AND RENEGOTIATION

- a) This Agreement becomes binding upon signing and takes effect on April 200X and continues until ended according to Section 12 of this agreement. For this Agreement, the anniversary date shall be the first day of the new fiscal year, April 1.
- b) Schedules, Appendices, and various other documents noted in this Agreement may be amended and updated from time to time by the Corporation. The Corporation shall provide the Organization with copies of any changes.
- c) This Agreement shall only be amended or altered, except as noted in 3(b), by further agreements, in writing, signed by both parties.

4. ROLES AND RESPONSIBILITIES

- a) The Organization agrees:
 - (I) to deliver housing programs as described in this Agreement, its Schedules and Appendices and according to other conditions that the Corporation may require;
 - (II) to assist the Corporation, when possible, in delivering Homeownership Programs in its community;
 - (III) to provide the Corporation with suggestions and advice from the community and its residents regarding the programs delivered by the Organization and the Corporation;
 - (IV) to ensure that all matters related to the affairs of clients and the Corporation comply with the *Access to Information and Protection of Privacy Act and with any further amendments or successor acts*;
 - (V) to maintain its legal status as a Society in good standing.
- b) The Corporation agrees:
 - (I) to provide the Organization with Operations & Maintenance funding based on the Corporation's Local Housing Organization Funding Formula;
 - (II) to provide the Organization with training and support opportunities;

- (III) that client information received from the Organization is subject to the *Access to Information and Protection of Privacy Act and with any further amendments or successor acts.*

5. GENERAL FINANCIAL REPORTING

- a) The Organization shall keep up-to-date financial records and accounts of all the financial transactions related to this Agreement.
- b) The Organization shall at all times follow generally accepted accounting principles and standards.
- c) The Corporation has the right to inspect all financial records and accounts related to this Agreement, by giving twenty four hours verbal notice to the Organization's Manager.
- d) The Organization shall provide the reports listed in Appendix Four to the Corporation at the intervals established in Appendix Four, attached to this Agreement.
- e) The Organization shall provide the Corporation with a draft audited financial statement by an external auditor, who has been approved by the Corporation, by the first business day following June seventh of each year and an approved audited financial statement not later than 120 days from April first. The audits shall be conducted according to the Corporation's Terms of Reference for Audits of Public Housing Organizations [Appendix Three] or other terms of reference approved, in advance, by the Chief Financial Officer of the Corporation.

6. LEGISLATION, POLICIES, AND AGREEMENTS

The Organization must comply with all applicable federal and territorial legislation and policies.

7. PERSONNEL ADMINISTRATION

- a) The Organization may define the terms of employment for its employees in a collective agreement through negotiation with a certified bargaining unit representing the employees (Union).
- b) The terms of any collective agreement the Organization agrees to must not exceed the funding available to it under the Corporation's Local Housing Organization Funding Formula.
- c) The Organization agrees to deal with its employees according to the terms of the Corporation's Local Housing Organization Personnel Manual [Appendix Three]

except where the Personnel Manual is superseded by a collective agreement.

- d) The Corporation is responsible for the Local Housing Organization Personnel Manual and may, from time to time, revise or update it. The Corporation shall provide the Organization with copies of any changes.

8. PURCHASING

Purchases made for services and materials by the Organization shall be in accordance with the Government of Nunavut Contract Procedures Manual and the Government of Nunavut Nunavummi Nangminiqatunik Ikajuuti Policy [Appendix Three], each as amended from time to time.

9. INSURANCE

- a) The Corporation shall include the Organization as an additional insured in the Government of Nunavut's General Liability Policy and its Property Policy.
- b) The Corporation shall maintain a database of the vehicles operated by the Organization and the Corporation will provide proof of insurance to the Organization for these vehicles.
- c) The Organization shall maintain Worker's Compensation Insurance covering all of its employees according to the statutory requirements of Nunavut.
- d) The Organization shall provide certificates of insurance upon request of the Corporation and will conveyance to maintain insurance in good standing at all times.

10. ORGANIZATION ASSESSMENT

- a) The Corporation will conduct a formal assessment of the Organization every two years or as required.
- b) The assessment will review the Organization's operations to ensure adherence with the terms and conditions in this agreement and in the general areas of:
 - (I) Tenant Relations
 - (II) Finance
 - (III) Technical
 - (IV) Administration
 - (V) Governance
- c) The Corporation will provide the Organization with a copy of the assessment and meet with the Organization to discuss the Corporation's recommendations.

11. OWNERSHIP OF ASSETS

- a) All assets identified in the attached *Appendix One*, as amended from time to time, remain the property of the Corporation and Her Majesty according to Section 9 (3) of the *Nunavut Housing Corporation Act*.
- b) If program delivery ends, all assets and stock provided or gained for the delivery of the programs shall be returned to the Corporation.

12. TERMINATION AND PROBATION

- a) Either party may terminate this Agreement at any time, without cause, with a minimum of three months written notice to the other party.
 - (I) An Administrator will then be appointed by the Minister responsible for the Nunavut Housing Corporation to assume the duties and responsibilities of the Organization.
- b) If the Minister responsible for the Nunavut Housing Corporation is of the opinion that the Organization has failed to deliver the housing programs in accordance with this Agreement the Minister may direct the Corporation to:
 - (I) terminate this Agreement without notice and appoint an Administrator to assume the duties and responsibilities of the Organization; or
 - (II) give written notice to the Organization that it has been placed on probation for a specific period of time, during which time the Organization must take appropriate action to remedy to the satisfaction of the Minister, the problems identified by the Minister, it being further agreed by both parties hereto that:
 - 1. during the period of probation, the Corporation and the Organization shall continue to meet the terms of this Agreement;
 - 2. the Corporation shall provide the Organization with direction in rectifying the problems identified by the Minister;
 - 3. during the period of probation, if the Minister deems it appropriate in the circumstances, may terminate the Agreement without notice;
 - 4. if at the end of the period of probation the Organization has not remedied the problems identified to the Minister's satisfaction, the probation period may be extended or the Agreement terminated and an Administrator appointed.

13. SUSPENSION

- a) This Agreement may be suspended and an Administrator appointed to assume the responsibilities of this Agreement, Schedules, and Appendices, in whole or in part, without notice if in the opinion of the Corporation and the Minister there has been a serious breach of any of the terms of this Agreement, Schedules, or Appendices to this Agreement.
- b) A serious breach of this Agreement includes:
 - (I) financial mismanagement including fraud, theft, or misuse of funds including misappropriation and misallocation;
 - (II) discriminatory practices or decisions in conflict of interest any matter, including ,without foregoing the generality of the foregoing in client selection, unit allocation, personnel management, and purchasing of services and supplies;
 - (III) actions or lack of action such as that results in a hazard for clients, reduced life of the major assets, or increased costs to the Corporation;
 - (IV) violation of Federal or Territorial laws or regulations, or terms of Corporation program agreements;
 - (V) any activity in violation of the Criminal Code.
- c) Within three (3) months of the appointment, the Administrator shall review the status of the Organization and recommend ending, amending, or continuing the suspension.
 - (I) The Organization shall receive a copy of the Administrator's recommendations from the Corporation;
 - (II) The Organization may request a meeting with the Corporation to discuss the Administrator's recommendations within thirty days of the Organization receiving the Administrator's recommendations.
- d) Immediately upon the appointment of the Administrator, the Organization shall transfer to the Administrator all records, assets and materials of the program(s) held by the Organization for the purposes of carrying out the contract.

14. ORGANIZATION'S REMEDIES

- a) If in the opinion of the Organization the Corporation has not met its responsibilities under this Agreement, the Organization may, by written notice to the Corporation's District Director advise the Corporation of its concerns and arrange a meeting with the Corporation to discuss remedial action.

- (I) such a meeting will take place within forty-five days of the Corporation receiving written notice of the Organization's concerns.
 - (II) the Corporation will within thirty days of such a meeting respond, in writing, to the Organization.
- b) If there is no agreement between the Organization and the Corporation, the Organization may refer the matter to the President of the Nunavut Housing Corporation. The President's decision shall be final.

15. DISSOLUTION

- a) Upon termination of this Agreement, the Organization shall immediately:
- (I) present current financial statements to the Corporation and account for all assets and outstanding financial commitments;
 - (II) repay to the Corporation all unexpended funds;
 - (III) return to the Corporation all assets provided by the Corporation or obtained for the management of the housing programs;
 - (IV) return unused materials, unexpended money, or a combination of materials and money, that the Corporation considers equivalent to that included in the initial transfer or obtained during the management of the housing programs; and
 - (V) deliver or make available to the Corporation all files, records, and documents maintained by the Organization for the administration and operation of the housing programs which are necessary for their continuance by the Corporation.

16. NOTICE

- a) All legal notices, directions or inquiries shall be made to or sent by registered mail or facsimile transmission;

If to the Corporation:	District Director Nunavut Housing Corporation XXXX District Office P.O. Box: XXX XXXX, Nunavut, XXX XXX Phone: (867) XXX-XXXX Fax: (867) XXX-XXXX
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If to the Organization:

Secretary Manager
EXAMPLE Housing Organization
P.O. Box XX
Example Community, Nunavut, XXX XXX
Phone: (867) XXX-XXXX
Fax: (867) XXX-XXXX

- b) A notice shall be deemed to have been received:
 - (I) on the same day if delivered in person or sent by facsimile transmission and receipt has been confirmed by a responsible party before 3:00 PM local time;
or
 - (II) ten days after mailing if sent by registered mail.

16. GENERAL PROVISIONS AND CONDITIONS

- a) This Agreement and its Schedules and Appendices are subject to change if conditions of agreements of the Corporation with Canada Mortgage and Housing Corporation change or when directed by the Executive Council of the Government of Nunavut. The Organization shall amend its program delivery within three months of notice of such changes.
- b) The Organization may assign its duties under this Agreement and Schedules only with prior written approval by the Corporation.

SIGNED and SEALED for
the Nunavut Housing Corporation

on the ___ of _____, 200X

DIRECTOR

COMPTROLLER

WITNESS

SIGNED AND SEALED for
the EXAMPLE Housing Organization

on the ___ of _____, 200X

CHAIRPERSON, BOARD OF DIRECTORS

SECRETARY MANAGER

WITNESS

SCHEDULE A:

Subsidized Rental Housing Programs

Subsidized Rental Housing Programs are designed to help community residents to have homes that are healthy, safe and secure (adequate), that are the proper size (suitable), and that cost within the ability of tenants to pay (affordable). Help under these programs takes the form of rent based on income and unit allocation based on relative need. For the purposes of this Agreement, the Subsidized Rental Housing Programs include the:

- c) Rental Housing Program;
- d) Rent Supplement Program;
- e) Modernization and Improvement Program;
- f) User Pay Program;
- g) Tenant To Owner Program; and the
- h) Maintenance Management Program (MMP)

1. GENERAL ROLES AND RESPONSIBILITIES

The Organization agrees:

- a) to manage the housing units (the premises), and any warehouses, workshops and/or offices (the facilities) provided under this Agreement as described in *Appendix One and Two* as amended from time to time;
- b) to manage all leased premises acquired under the *Rent Supplement Program*;
- c) to maintain all units within the *Subsidized Rental Housing Programs* portfolio, and all facilities and other assets, by following the Maintenance Management Program, as amended from time to time;
- d) to allocate units only on the basis of relative need as defined in the Corporation's *Rental Housing Allocation Process*, as amended from time to time;
- e) to assess and collect rent following the approved *Nunavut Public Housing Rental Scale* and the *Collection of Social Housing Rental and Tenant Damage Arrears Policy* and guidelines as amended from time to time, and to follow the landlord provisions contained in the *Residential Tenancies Act*;
- f) to assist in the delivery of Homeownership Programs;
- g) to pay all taxes and all utility costs on the premises and facilities of the Subsidized

Rental Housing Programs portfolio;

- h) to deliver the *Modernization and Improvement Program* and other *Public Housing Repair Programs* within available funds;
- i) to administer the electrical *User Pay Program* for public housing;
- j) to pay all labour, material and freight costs related to this Agreement; and
- k) to follow the *Subsidized Rental Housing Programs* policies, guidelines and procedures as outlined in this Schedule and in the documents and manuals listed in *Appendix Three*, as amended from time to time.

The Corporation agrees:

- a) to provide funding to the Organization to manage the *Subsidized Rental Housing Programs* as outlined in this Schedule; and
- b) to provide the Organization with the program policies and guidelines listed in *Appendix Three* for the delivery of the *Subsidized Rental Housing Programs*.

2. ASSET MANAGEMENT

- a) The Organization will care for all premises and facilities so that their life span and usefulness is maintained.
- b) The Organization agrees to dispose of any real property, as listed in *Appendix One and Two*, only with the written approval of the Corporation. The Organization shall make a recommendation to the Corporation regarding the method of disposal.
- c) The Organization shall permit representatives of the Corporation to carry out inspections of the assets. Any recommendation or course of action regarding these assets will follow consultations with the Organization.

3. FUNDING AND BUDGETING

- a) The Organization will receive monthly payments (operating advances) based on a mutually agreed cash flow schedule.
- b) The budget will be established using formulae and standards established annually for all communities by the Corporation.
- c) The budget will provide funding under cost-share agreements with Canada Mortgage and Housing Corporation and for unilateral programs solely provided by the Corporation.

- d) The Organization may establish spending priorities for their housing programs within the guidelines established and within the total resources provided by the Corporation.
- e) The funding provided must be used solely for the delivery of housing programs. Funding provided for capital programs must be used solely for the capital programs specified.
- f) If the Organization has delivered the Subsidized Rental Housing Programs within established standards and an operating surplus arising out of controllable costs has occurred, the Organization may retain one hundred per cent (100%) of the savings for use in subsequent years. The savings are the unexpended portion of the operating budget determined from the annual audit.
- g) Deficits **arising out of controllable costs** resulting from the delivery of the Social Housing Rental Programs are the responsibility of the Organization. However, the Corporation may provide a loan, **at its discretion**, to cover the deficit provided a deficit elimination plan has been developed in consultation with the Corporation.
- h) Deficits and surpluses arising out of non-controllable costs resulting from the delivery of the Social Housing Rental Program are the responsibility of the Nunavut Housing Corporation unless a separate agreement is in place. All such deficits will be paid out by the Corporation and all surpluses will be due to the Corporation subject to the annual audit.

4. RENTAL REVENUE

Rents will be assessed based on the current approved *Nunavut Rental Scale*. Assessments resulting in subsidies (rents reduced from maximum) must be based on verified household income information.

- a) The Organization is responsible for collecting rent following the *Collection of Social Housing Rental and Tenant Damage Arrears policy* and guidelines.
- b) Rent receivables and collections under this Agreement are the property of the Organization.
- c) Rental revenue will be accounted for identifying rent received from CMHC cost-shared premises and premises solely funded by the Corporation.

5. MANAGEMENT OF UNCOLLECTIBLE DEBT

- a) The Organization will be responsible for developing a plan for the collection of rent, tenant damage and other receivables, which are considered otherwise uncollectible.

- b) The Corporation will provide the Organization with funding to set up a Bad Debt Expense Account. (The approved budget for rent revenue is based on the **LHOs estimate of rental assessments for the current fiscal year**, less a 3% allowance for bad debt).

6. ACQUISITION OF NEW AND REPLACEMENT HOUSING UNITS

- a) The Corporation will provide the Organization with information and will consult and seek advice about new and replacement owned and leased units to be added to the inventory of rental housing stock.
- b) The Organization agrees to collect and share information with the Corporation on the current needs of its rental housing applicants and tenants.

7. MAINTENANCE STANDARDS

- a) The Organization will provide repairs and services to housing units using the standards, priorities and schedules in the Maintenance Management Program;
- b) The Organization will have a maintenance file for each housing unit, which will be available for viewing by the Corporation upon reasonable notice.
- c) The Organization will provide the Corporation with an annual *Unit Condition Rating Report, Maintenance Activity Report, and Unit Report* as described in the Maintenance Management manual.
- d) The Organization will inspect all units once a year. The Corporation will select and inspect a random ample of units in each community once a year to ensure compliance with the maintenance standards.

8. TENANT DAMAGE

- a) The Organization will repair housing units that have suffered damage from the tenants.
- b) The Organization will follow the *Collection of Social Housing Rental and Tenant Damage Arrears* policy in collecting costs for repairs due to tenant damage.

9. TENANT SELECTION

- a) The Organization will use the *Rental Housing Allocation Process*, as amended from time to time, to allocate housing units.
- b) The Organization will maintain records and rating forms for all applications and

decisions according to Schedule A, 11 (c).

- c) The Organization will have a file for each tenant, which will be available for viewing by the Corporation upon reasonable notice.

10. PROGRAM REPORTS

In addition to the annual audit, financial statements and other program reports specifically mentioned in this Agreement, the Organization shall provide program reports, which include:

- a) Monthly Financial Statements, as established in the *Housing Organization/Authority Finance* manual
- b) Monthly or as required:
 - (I) Databases generated by the RentScale, ACCPAC, MMOS, and other software programs used by the Organization. Electronic copies of these databases may be substituted for some printed reports.
 - (II) Board and Committee Minutes for all meetings dealing with unit allocations, application ratings, financial matters, and personnel issues.
 - (III) The Waiting List including point rating, bedrooms required, and application date for all clients who have applied for a public Housing unit.
- c) Maintenance Reports listed in Schedule A, 7 (c) shall be provided with the approved audited financial statement and upon request from the Corporation.

11. RECORDS MANAGEMENT AND REPORTS

- a) The Organization will maintain complete records of all housing decisions, on each tenant, of all financial transactions in keeping with established accounting practices, of all maintenance activity on each unit, and of all assets provided under this Agreement.
- b) The Organization will provide the Corporation with reports related to the management of housing as listed in this Agreement.
- c) The Organization will retain all financial and program records related to the management of this Agreement for at least seven years.

12. FIRES

- a) The Organization will inform the Corporation of any fire in a social housing rental unit within twenty-four hours of its occurrence. The Organization will provide a

detailed fire report to the Corporation within fourteen days of its occurrence.

- b) The Organization will secure and safeguard any unit that has experienced a fire.
- c) The Organization may request separate project agreements with the Corporation for the management of repairs to fire damage houses.

SCHEDULE B:

Staff Housing Programs

The Nunavut Housing Corporation (hereinafter referred to as the Corporation, currently manages an inventory of owned and leased accommodations for its Staff Housing and Condominium programs throughout Nunavut.

It is the intent of the Corporation to engage the services of the Local Housing Organizations in all communities (hereinafter referred to as the Staff Housing Agent (SHA)) to manage these properties on behalf of the Corporation.

The allocation of units to new and existing tenants will be performed by the Corporation, specifically the Property Management Officer (hereinafter referred to PMO) or designated personnel according to Staff Housing Policy guidelines.

The LHO will be advised of the allocation and will act as the SHA for the Corporation in all subsequent dealings with the tenant.

The SHA will provide copies of all documents generated in performance of these duties in a timely manner upon execution to the PMO. These are Leases, Check-in/out's, furniture inventory, and official notices sent to tenants. There may also be from time to time other information requested by the PMO.

The SHA may, with the approval of Corporation, contract out all or parts of this Schedule. The SHA shall remain responsible for all conditions of this Schedule.

Summary of Work

1. Services required of the Staff Housing Agent (SHA):

A. Administration:

- i. Maintain current, complete, and accurate records of all Corporation staff units that the SHA administers under this agreement using Corporation provided forms and templates.

- ii. Receive and deal with tenant complaints and concerns; during normal business hours at its office and by having competent staff available 24 hours per day 7 days per week to respond to emergencies. Emergencies shall be considered anything that could cause long term damage to the unit or is an immediate health and safety threat to the tenant.
- iii. Act as an agent for Corporation in proceedings involving the Nunavut Rental Officer. The SHA shall provide copies of documents to the PMO and the Rental Officer as required for hearings and or court proceedings.
- iv. Maintain an individual inventory of all furniture and appliances in each staff housing unit, the local staff housing warehouse and a master inventory list. The Corporation will provide an Excel template that shall be used. The SHA will advise the PMO of all furniture movement or re-stocking as part of its month end reporting and as requested.
- v. Advise the unit landlords/owners of all required maintenance, using a list of contact phone numbers/email address that will be provided and kept current by the PMO
- vii. Follow up maintenance requests with both the tenants and the landlords/owners and provide written confirmation of said follow-up to the PMO via E-mail or fax.
- viii. The SHA will invoice the Corporation at cost plus 10% for all maintenance items, materials and labour, including that performed on behalf of the building landlord/owner. The Corporation will back charge the building landlord/owner.
- ix. Show staff housing units and condominium units to prospective tenants and or purchasers.
- x. Conduct move-in/out inspections with each tenant before initiating a lease and when terminating a lease. The Corporation provided move-in/out inspection forms for staff housing units shall be used. The SHA shall ensure the tenant signs the move-in inspection before it releases the unit. If the tenant is unavailable for the move-out inspection, the SHA will have an independent witness present.
- xi. Ensure tenants understand and sign the Residential Tenancy Agreements, as provided by the Corporation. This shall be completed before the SHA releases the unit. The SHA shall provide the tenant with a signed copy, keep the original on file, and fax the signature page to the PMO.
- xii. Arrange for utility transfers for new/outgoing tenants. Provide copy of transfer of assignment to PMO. Follow up to ensure utility has been transferred and make available a copy of a signed transfer form in the tenant file to be sent to the PMO at the end of each month, or as required.

- xiii. Assess tenant damages immediately, and provide copy of the estimate to the tenant and the PMO, Completed work orders and invoices are to be given to the tenant and copies forwarded to the PMO as soon as the repairs are completed.
- xiv. Maintain a secure and effective key control system for all units, advise the PMO of changes to the key control system.
- xv. The PMO will advise the SHA when tenants intend to vacate their units. The SHA shall notify the PMO immediately via email and phone when if SHA becomes aware that a unit has been vacated unexpectedly and or a tenant indicates to them the tenant intends to terminate the lease agreement.
- xvi. The SHA shall provide the PMO with an estimate (via email or fax) of when newly vacated units will be ready for occupancy. The SHA shall ensure vacated units are inspected, repaired, cleaned and ready for occupancy within 5 working days of the tenant surrendering the unit. Any delay beyond this 5-day period must be reported to the PMO detailing the cause for such delay.
- xvii. Conduct daily checks on all unoccupied units to ensure they are heated and maintained to a standard acceptable to the Corporation as indicated in Section C
- xviii. Perform yearly condition ratings using the Public Housing standards of all Staff Housing Units. This is to be done during the month of July and forwarded to the PMO by August 15 each year.

B. Maintenance, Repairs, and Other Work

The Corporation will reimburse the LHO for its costs plus a 10% mark up on material and labour invoices

- i. The SHA shall at the direction of the PMO perform required maintenance that is not the responsibility of the landlord/owner. The SHA may use its own forces or sub-contractors to complete the assigned work.
- ii. Coordinate additional staff housing projects as requested and agreed upon with Corporation
- iii. Complete emergency work, as required, on behalf of the landlord/owner when such work is required for the continued use of the asset or protection of health and safety of the tenant. The SHA will contact the landlord/owner and the PMO to advise of work to be completed, with the landlord/owner having the first option to affect such repairs. In

situations where immediate action is required to safeguard the unit, the SHA shall take only the action necessary until the PMO and or landlord/owner can be notified.

2. Funding

The funding level provide based on the number of staff housing units administered.

NOTE: This is a flexible fee agreement. The total for the year may or may not differ from the funding as indicated and may fluctuate as units are added or dropped from the Staff Housing portfolio

3. Terms of Service

A. Utilities

i. The SHA will coordinate transfer of utility services where applicable and maintain proof of such transfer and further upon request provide such proof to the PMO.

- Water/Sewer
- Garbage pickup
- Electrical Service

B. Financial

- i. The Corporation will provide reimbursement of expenses, as approved in advance by the PMO, in a form acceptable to the Corporation, expended throughout the term of this agreement upon submittal of receipts and ledgers necessary.
- ii. Fees for services will be invoiced to Corporation, dated for the last day of the month for the services being billed. Fees will only be issued upon full receipt of any and all accurate reporting that is due for the billing period.

C. Vacant Units

- i. The SHA shall be responsible for care and security of vacant units ensuring no vandalism has occurred and arranging for the continuity of utility services. All damages to vacant units will be reported immediately to the landlord/owner and the PMO. All vacant units must be inspected daily to ensure an adequate level of heat is maintained to prevent freezing.
- ii. The SHA will check each vacant unit (including all mechanical rooms that are part of the Staff Housing Portfolio) daily. The SHA will ensure all mechanical systems are operational.

Any items requiring maintenance must be repaired and reported to PMO or to the respective landlord/owner for immediate action. The SHA will diligently follow up to ensure repairs are effected in a timely manner so that the unit or system is returned to service.

- iii. The SHA will supply, install and monitor, on a daily basis, low temperature lights, or alarm systems; in all vacant units to ensure that no freeze up of water and sewer systems occurs. Draining of water systems in vacant units is recommended.
- iv. The SHA will be responsible for maintaining effective access to every vacant unit, electrical and mechanical rooms at all times (i.e. snow will be cleared from steps to ensure access for emergency or service crews at all times).

D. Furniture

- i. The SHA will be expected to manage the furniture inventory, in consultation with the PMO, on behalf of Corporation.
- ii. The SHA will be expected to ensure that furniture allocation to a specific unit stays in that particular unit and will identify anything that has been moved or replaced and immediately advise the PMO.

E. Maintenance

- i. The SHA will identify maintenance issues to the respective landlords/owners and the PMO and will follow up to ensure completion of the work in a timely manner as noted A-xi “ 5 day turn around on vacated units”
- ii. Maintenance issues that are the responsibility of the landlord/owner, as defined in the Lease Agreement, will follow up with by the PMO to ensure completion. The landlord/owner and or PMO may request the SHA to perform those maintenance items.
- iii. The SHA will coordinate staff housing maintenance and special projects developed by Corporation. The SHA may charge a management fee and or for the labour and materials involved in such activities.

4. Term of Agreement

This schedule will run concurrently with the Agreement for the Management and Administration of Local Housing Organization Programs.

5. Miscellaneous

The total number of units in each community may change from time to time. Corporation

reserves the right at any time to add or subtract to/from the Staff Housing Portfolio. Fees will be adjusted on the basis of Organization Funding Formula, in the event the totals change. For the purpose of this agreement unsold condominiums under the ownership of the Corporation will be deemed to have the same status as if they were staff housing units.

6. Default:

Should the SHA fail to perform any of the work referenced within the Summary of Work or entered into as a result of this contract which results in damages to persons or assets of the Corporation; the Corporation reserves the right to recover cost arising from this failure, may apply right of offset on monthly draws to the to the SHA or seek compensation by other means available in law.

APPENDIX ONE:

Assets - Housing units

The preliminary lists of Public and Staff Housing Units are attached as separate spreadsheets. These lists are to be review and corrected, if necessary, by both parties.

APPENDIX TWO:

Assets - Warehouses, Workshops, and/or Offices

APPENDIX THREE:

General References

These References may be updated and amended from time to time by the Corporation. The Corporation shall provide current versions to the Local Housing Organizations.

- a) Rental Housing Admission Procedures
- b) Nunavut Rental Scale, including software and manuals
- c) Disposal Policy/Procedures
- d) Housing Organization/Authority Finance Manual
- e) Tenant Relations Manual
- f) Board Member Manual
- g) Collection of Social Housing Rental and Tenant Damage Arrears Policy
- h) Write-Off or Forgiveness of Local Housing Organization Rental Arrears Policy
- i) Maintenance Management Program, including software and manuals
- j) GN Contracting Procedures and Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy
- k) Local Housing Organization Personnel Manual
- l) User Pay Program Guidelines
- m) Tenant To Owner Program
- n) Corporation's Terms of Reference for Audits of Public Housing Organizations or other terms of reference approved, in advance, by the Chief Financial Officer of the Corporation.
- o) Government of Nunavut Honorarium Policy

APPENDIX FOUR:

Required Reports

This is a listing of the main reports that Housing Organizations shall provide to the Corporation. The Corporation may, from time to time, require other reports and information.

REQUIRED REPORTS - ANNUAL

	Report Description	Date Due	Derived from	Sent to	Format	Delivery Method
1	Draft Audited Financial Statement	1st Business Day after June 7th	External Auditor	Finance	paper	air cargo
2	Approved Audited Financial Statement	120 days after April 1st	External Auditor	Finance	paper	air cargo
3	Arrears & Tenant Damages	April 15th	Client Records	Programs	Excel	email
4	Condition Rating Report	August 1st	MMOS	Technical	Excel	email
5	MMOS year end backup	Second Week of April	MMOS	Technical	.MDB File	CD
6	Activity Report	Second Week of April	MMOS	Technical	Excel or paper	email or fax
7	Unit Report	Second Week of April	MMOS	Technical	Excel or paper	email or fax
8	M&I Project Applications	March 15th	Condition rating and 3 year plan	Technical	provided by NHC	fax/air cargo
9	Annual Sealift Package	March 15th	Inventory and M&I Applications	Technical	provided by NHC	fax/air cargo

REQUIRED REPORTS - QUARTERLY

	Report Description	Date Due	Derived from	Sent to	Format	Delivery Method
10	Variance Report	Due Jul, Oct, Jan, April	Accounting Software	Finance	Excel	Email

APPENDIX FOUR: continued

REQUIRED REPORTS - MONTHLY

	Report Description	Date Due	Derived from	Sent to	Format	Delivery Method
11	Financial Statements	First week of each month	Accounting Software	Finance	Excel	email
12	PH Unit Consumption Reports	First week of each month	Accounts Payable	Finance	Excel	email
13	Board / Council Minutes	Immediately upon approval	LHO Meeting Minutes	Programs	Word.doc	email or mail
14	RentScale Back-ups	First week of each month	RentScale Software	Programs	ZIP. File	email
15	Waiting List	First week of each month	TRO Records	Programs	Excel	email
16	Vacancy Report	First week of each month	TRO Records	Programs	Excel	email
17	Waiting List	First week of each month	TRO Records	Programs	Excel	email
18	PH Arrears & Tenant Damages	First week of each month	Client Records	Programs	Excel	email
19	SH Unit Consumption Reports	First week of each month	Accounts Payable	Staff Housing	Excel	email
20	Complaints Summary	First week of each month	Client Records	Staff Housing	Word.doc	mail
21	SH Arrears & Tenant Damages	First week of each month	Client Records	Staff Housing	Excel	email
22	MMOS Backup	First week of each month	MMOS System	Technical	.MDB File	CD
23	M&I Status Report	First week of each month	Inspections/Foreman Report	Technical	Excel	fax
24	NNI Purchasing Reports	First week of each month	Monthly purchases	Technical	Word.doc	email or fax
25	Maintenance Summary	First week of each month	MMOS	Technical	Word.doc	fax

APPENDIX FOUR: continued

REQUIRED REPORTS - AS REQUESTED

	Report Description	Date Due	Derived from	Sent to	Format	Delivery Method
26	LHO Staff List	When updated	LHO Administration Records	Programs	Excel	email
27	Board of Directors list	When updated	LHO Administration Records	Programs	Word.doc	email or fax
28	Initial Fire Report	immediate	1st hand accounts	District Manager	paper	phone / fax or email
29	Fire Report & Damage Estimate	after receipt of Fire Marshall's Report	FM Report and inspection	Technical	paper	fax
30	Emergency Notification	Immediately	Client Records	Staff Housing	Word.doc	phone/fax