



**SAMPLE AGREEMENT – SUBJECT TO CHANGE**

**WOMEN'S TRANSITION HOUSING AND SUPPORTS PROGRAM - EXPANSION  
OPERATOR AGREEMENT**

THIS AGREEMENT is dated for reference <◆Date>

BCH File <◆File #>-02 / <◆Project reference #>

BETWEEN

<◆PROVIDER NAME>

<◆Provider address>

(the "Provider")

AND

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**  
Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to the Development at

<◆Project address>

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## AGREEMENT SUMMARY

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### PART 1 – BACKGROUND

1. The Women's Transition Housing and Supports Program (WTHSP) supports women and their children who are At Risk of Violence or have experienced Violence, by providing access to safe, secure and confidential services. As of 2018, the WTHSP includes subsidized rental housing with appropriate supports serving women and children At Risk of Violence or who have experienced Violence.
2. The Development is owned by the Provincial Rental Housing Corporation (PRHC) and operated by the Provider under this Agreement. On behalf of PRHC, BC Housing assumes responsibility for the administration of the Development
3. The Development consists of <◆#> Residential Units for women and their children who are At Risk of Violence or have experienced Violence. The Provider will operate the Development, and BC Housing will provide funding, in accordance with the terms of this Agreement.
4. The management of property and the delivery of services under WTHSP is guided by these principles:
  - a. A woman-centered approach to service delivery.
  - b. The safety and security of women and children At Risk of Violence is paramount.
  - c. The role of power imbalance is acknowledged and responded to.
  - d. An open and collaborative service environment.
  - e. Transparent and accountable service delivery.
5. BC Housing and the Provider will work together in good faith to openly confront issues and challenges, and attempt to resolve them expeditiously, always keeping the best interests of the Residents in mind.
6. BC Housing and the Provider agree that the Development is a Crown asset and is to be used for a social purpose that will further the Provincial objectives.
7. **Acknowledgements.**
  - a. The Provider is entering into this Agreement to manage and operate the Development and will do so in a proper, efficient and timely manner as would a prudent operator of similar property and services, and its fundamental purpose in doing so is to benefit the public interest.
  - b. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constatng Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
  - c. BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
  - d. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Development. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, Resident management and support, and services which specifically relate to the Development and its location.
  - e. The Provider and board are expected to create an environment that is supportive of the needs of the Residents and provide a sense of community within the Development and to that purpose may provide resident services and activities not funded by this Agreement.

### PART 2 – AGREEMENT

1. **TERM.**
  - a. This Agreement is for an initial Term of three (3) years, beginning on <◆Date>, and ending on <◆Date> unless earlier terminated in accordance with this Agreement.
  - b. The parties may mutually agree to renew this Agreement for an additional five (5) years subject to amendments made to this Agreement.
2. **PAYMENT.** The Operating Subsidy will be based on an annual budget approved by BC Housing, and provided directly to the Provider for such other matters as set out in *Schedule B*.

This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement.

**<◆PROVIDER NAME>**

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

SAMPLE

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**SCHEDULE A – GENERAL PROVISIONS**

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**A. DEFINITIONS**

1. **"Assets"** means that the household (applicant and spouse) have less than \$100,000.00 in assets, as defined by BC Housing's Rent Calculation Guide, which may be changed from time to time
2. **"At Risk of Violence"** means situations where a woman indicates that she and/or her children are at risk of experiencing Violence.
3. **"Commencement Date"** means the first day of the Term in the *Agreement Summary, Part 3, Clause 1*.
4. **"Constituting Documents"** means the constitution and bylaws of the Provider, including any amendments, registered with the appropriate registry.
5. **"Database(s)"** means the computer applications provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
6. **"Declaration of Income and Assets"** means the declaration to be completed by a Resident as evidence of the Income and Assets of that Resident.
7. **"Development"** means the lands and improvements situated at <◆Project address>.
8. **"Event of Default"** has the meaning set out in *Schedule A, Part G, Clause 1*.
9. **"Fiscal Year"** means the Fiscal Year of the Provider as of the reference date of this Agreement, or as revised after agreement between BC Housing and the Provider.
10. **"Housing Income Limits"** (HILs) represents the maximum income for eligibility to be a Resident. This maximum will be established by BC Housing from time to time.
11. **"Income"** of a Resident means the total income before income tax from all sources of the Resident in accordance with the Rent Scale.
12. **"Land"** means those lands and premises situated at the Development and legally described as PID <◆PID# and legal description>.
13. **"Maintenance Plan"** means the maintenance standards and practices required to preserve the Development.
14. **"Manageable Costs"** are costs that the Provider, or a prudent operator of similar property and services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, maintenance and administration.
15. **"Non-Manageable Costs"** are costs that the Provider, or a prudent operator of similar property and services, is not reasonably expected to control or manage, including but not necessarily limited to insurance and utilities.
16. **"Operating Budget"** means the annual budget for the Development approved by BC Housing. The Operating Budget will include a staffing schedule, but not include any expenses for the Development paid for directly by BC Housing as set out in this Agreement.
17. **"Operating Deficit"** means the shortfall of revenue compared to expenses as dictated by the approved Operating Budget, and/or approved by BC Housing.
18. **"Operating Subsidy"** has the meaning ascribed to it in *Schedule B*.
19. **"Operating Surplus"** means the excess of revenue over expenses as dictated by the approved Operating Budget and/or approved by BC Housing.
20. **"Provincial Rental Housing Corporation" (PRHC)** is incorporated under the *Business Corporations Act* (British Columbia). PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds and disposes of properties, and leases residential properties to non-profit societies and co-operatives.
21. **"Record"** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
22. **"Rent Scale"** means the rent scale attached as *Schedule E* as amended by BC Housing from time to time.
23. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
24. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
25. **"Resident Rent Contribution"** means the amount a Resident is obliged to contribute monthly to the Provider for a Residential Unit based on the Rent Scale.

26. "**Residential Revenue**" means all other net revenues received by the Provider from the Development or activities directly related to the Development other than Resident Rent Contributions and rooftop leases including but not limited to parking fees, laundry machines, vending machines, meal tickets, satellite dishes etc.
27. "**Residential Unit**" means a residential dwelling within the Development.
28. "**Staff**" means personnel who will maintain a presence in the Development to provide safety, security, administrative and other services to Residents.
29. "**Term**" means the period set out in *Agreement Summary, Part 2, Clause 1*
30. "**Violence**" means violence against women and/or their children including physical, emotional, economic, financial, sexual and/or spiritual abuse, including domestic, family or intimate partner violence.

**B. RESPONSIBILITY OF THE PROVIDER**

1. **Role of the Provider.** The Provider:
  - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
  - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
  - a. operate as a non-profit entity;
  - b. remain in good standing with the appropriate registry;
  - c. have a purpose that is consistent with the goals and principles of the WTHSP;
  - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
  - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
  - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
  - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
  - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and Resident management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
4. **Conflict of Interest.** The Provider will:
  - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
  - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
  - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement. The

Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Clients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring.

6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Disposition and Encumbrance.** The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
8. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
9. **Maintenance.** The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community in which the Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:
  - a. developing a Maintenance Plan for the Development;
  - b. all routine maintenance and repair work;
  - c. routine inspections to ensure safety hazards are identified and corrected;
  - d. regular fire inspections, drills, testing, maintenance, training and maintaining records in respect of the same; and
  - e. routine waste management services.
10. **Inspection.** The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement at any time.

#### C. RESPONSIBILITY OF BC HOUSING

1. **Role of BC Housing.** BC Housing's role is to support the Provider in meeting the parties' common goal of providing affordable and secure housing to Residents, as set out in this Agreement.
2. **Provide Information.** BC Housing will provide the information required by the Provider to enable the Provider to carry out its responsibilities under this Agreement, and will provide that information in a timely manner.

#### D. RECORDS

1. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
2. **Procedures and Processes.** The Provider will:
  - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized collection, use, disclosure or destruction of information relating to its obligations under this Agreement;
  - b. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
  - c. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
3. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.

4. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

**E. LIABILITY**

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, His Majesty the King in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.
2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, His Majesty the King in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
3. **Survival.** The indemnities set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.

**F. DISPUTE RESOLUTION**

1. **Dispute Resolution.** The parties agree that the following dispute resolution process will be used:
  - a. A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
  - c. After dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

## G. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;
  - a. the Provider fails to comply with any provision of this Agreement;
  - b. the Provider fails to remain in good standing with the appropriate registry;
  - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
  - d. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
  - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
3. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
4. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy, reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement.
5. **Appointment of Receiver.** As an alternative to exercising any right of termination provided under this Agreement, BC Housing may elect to appoint, or request a court of competent jurisdiction to appoint, a receiver, with or without bond as BC Housing or the court may determine, and, from time to time, may remove any receiver so appointed and appoint another in its place, or request the court to do so. A receiver so appointed is not an officer or agent of BC Housing, and has all the necessary and exclusive power to deal with the obligations of this Agreement including the power to:
  - a. take control, possession and direction of the Development and the Provider's assets in connection with this Agreement, and carry on the business of the Provider in operating, managing and maintaining the assets in accordance with this Agreement;
  - b. demand and recover all the income of the Development by direct action, distress or otherwise, in the name of either the Provider or BC Housing;
  - c. observe or perform, on behalf of the Provider, all the Provider's obligations under this Agreement and any other contracts pertaining to the Development;
  - d. give receipts, on behalf of the Provider, for any money received; and
  - e. carry out such other powers as the court may order.
6. **Application of Revenue.** The Provider acknowledges that the receiver will apply the gross revenue from the Development, which it recovers or receives from time to time, as follows:
  - a. firstly, in payment of all costs, charges and expenses of or incidental to the appointment of the receiver and the exercise by it of all or any of its powers, including the reasonable remuneration of the receiver which is to be approved by BC Housing, and all outgoings properly payable by the receiver, together with all legal costs in respect thereof on a solicitor and client basis;
  - b. secondly, in payment of all operating expenses under an Operating Budget;
  - c. thirdly, if required by BC Housing, in repayment of any applicable subsidies and accumulated funds; and
  - d. lastly, to pay any balance to BC Housing.
7. **No Liability.** The Provider acknowledges and agrees that:
  - a. BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
  - b. the receiver will be under no liability to the Provider for any act or omission of the receiver.
8. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:



- a. upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
    - b. upon the Provider ceasing to operate on a non-profit basis; or
    - c. upon the dissolution of the Provider.
  9. **Termination arising from Damage or Destruction.** If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, BC Housing may, at its sole option, terminate this Agreement by delivering written notice of immediate termination to the Provider.
  10. **Termination Without Cause.** Either party may terminate this Agreement at any time during the Term by giving to the other party 90 days' written notice and this Agreement will terminate on the 90th day following receipt of such notice.
  11. **Adjustments on Termination.** Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.
- H. GENERAL PROVISIONS AND INTERPRETATION**
1. **Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
  2. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
  3. **Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
  4. **Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
  5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
  6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.
  7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
  8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
  9. **Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
  10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
  11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together

constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.

**12. Assignment and Subcontracting.**

- a. The Provider will not without the prior written consent of BC Housing:
  - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
  - ii. subcontract any obligation of the Provider under this Agreement.
- b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

SAMPLE

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**SCHEDULE B – FINANCIAL**

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**A. BUDGET SUBMISSION AND APPROVAL**

**1. Budget Submission.**

- a. At least four (4) months prior to the end of each Fiscal Year, the Provider will submit to BC Housing for approval their proposed budget for the upcoming Fiscal Year, in a format approved by BC Housing.
- b. The Provider's annual budget submission will show the anticipated gross Resident Rent Contributions and other Residential Revenues for the Development together with all anticipated operating expenses, including utilities, supplies, insurance, wages and administrative fees, replacement of capital items, maintenance and repair costs.
- c. The Provider will also submit, at the same time as the proposed budget, a staffing schedule for the subsequent Fiscal Year in a format approved by BC Housing from time to time.

**2. Budget Approval.**

- a. BC Housing will endeavour to approve the proposed operating budget for any Fiscal Year prior to the start of that Fiscal Year. The budget submissions will follow the account codes used by BC Housing and such account codes may be changed from time to time with at least thirty (30) days' written notice.

**B. SUBSIDY PAYMENT**

1. **Monthly Payment.** The Operating Subsidy will be paid to the Provider in advance on a monthly basis, and reconciled annually or mid-year. The Provider will maintain a bank account to facilitate electronic fund transfers.

**C. RESIDENT RENT CONTRIBUTION**

1. **Rent Scale.** The Provider will calculate Resident Rent Contributions based on the Rent Scale.
2. **Change in Household Composition.** The Provider will adjust the Resident Rent Contribution to reflect changes in household composition whenever such change occurs.
3. **Online Rent Calculation.** The Provider will enter into an online rent calculation agreement with BC Housing, the Provider will use BC Housing's online rent calculation system to enter new or updated Resident information, Income and Resident Rent Contribution information, including the Declaration of Income and Assets.

**D. OPERATING BUDGET**

**1. Revenues and Expenses.**

- a. The Provider will be responsible for collecting all Resident Rent Contributions and other Residential Revenue for the Development and the Provider will be responsible for paying out of such revenues all costs associated with the operation of the Development, except property taxes, grants in lieu, or equivalent. Such costs may include, but are not limited to:
  - i. liability insurance;
  - ii. sewer, water and garbage pickup;
  - iii. utilities;
  - iv. staffing costs directly related to operating the Development;
  - v. costs for general building maintenance, materials and supplies as required;
  - vi. day-to-day repair and/or replacement of furniture, equipment and appliances such as, stoves, refrigerators, drapes, blinds, floor coverings, washers, dryers, etc.; and
  - vii. administration costs, including accounting and legal fees, if applicable.

**E. OPERATING DEFICIT AND SURPLUS**

1. **Operating Deficit.** The Provider is solely responsible for covering any Manageable Cost increases in any Fiscal Year. In the event that there are unanticipated increases in Non-Manageable Costs, BC Housing may cover such costs through:
  - a. a mid-year budget adjustment that increases the subsidy; or
  - b. an extraordinary expense payment.
2. **Operating Surplus.** If, at any time, the Provider accumulates an Operating Surplus, BC Housing in its sole discretion, may:

- a. require the Provider to make a repayment to BC Housing, in an amount to be determined by BC Housing; or
- b. allow the Provider to retain a portion of the Operating Surplus, in which case the Provider may make expenditures, as approved by BC Housing, to:
  - i. make payments for programs for the benefit of the Residents where such programs are consistent with the goals of this Agreement; or
  - ii. make payments for capital repairs, renovations or improvements at the Development.

**F. TRANSFER OF FUNDS**

1. **Transfer of Funds.** Upon the termination of this Agreement, regardless of cause or at the request of BC Housing, all security deposits and accumulated Operating Surplus obtained by the Provider pursuant to this Agreement will be transferred to BC Housing and a reconciliation of the operating balance will be forwarded.

**G. FINANCIAL MANAGEMENT AND ADMINISTRATION**

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the Development and, in particular, will:
  - a. establish and maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to BC Housing, to be used as the basis for the calculation of the payment as set out in *Schedule B*
  - b. the Provider is responsible for ensuring that Operating Surpluses and accumulated interest are invested and managed in a separate account; and
  - c. have sound financial operating written policies and procedures in place, including record keeping and financial statements in accordance with Canadian Accounting Standards.
2. **Auditor.** The Provider will appoint an auditor of the Provider who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of the Provider. The Provider will cause the auditor to audit the financial statements of the Provider. BC Housing reserves the right to decrease these requirements at its sole discretion.
3. **Administration.** The Provider will
  - a. maintain a company bank account to facilitate electronic fund transfers;
  - b. collect audit arrears; and
  - c. develop purchasing guidelines that include selection criteria for contracting service provision to third parties.

**H. ANNUAL FINANCIAL REVIEW**

BC Housing will conduct an annual financial review of the Provider. To facilitate the annual financial review, the Provider will:

1. submit audited financial statements, and a copy of the related auditor's management letter to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides services in addition to those provided under this Agreement (e.g., outreach, affordable housing, etc.), the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided in a format approved by BC Housing from time to time;
2. include details of any funding received from another agency or organization and used by the Provider to co-fund the management of the Development;
3. provide an auditor's letter or notes with the financial statements indicating that any Operating Surplus is being spent and accounted for as provided in this Agreement; and
4. submit other financial information requested by BC Housing in a format approved by BC Housing from time to time.

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**SCHEDULE C – MONITORING AND REPORTING**

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**A. REPORTING**

1. Regular reporting allows BC Housing to identify occupancy and service trends, and to monitor the Provider's compliance with the requirements of this Agreement.
2. The Provider will use the Databases specified by BC Housing for ongoing reporting requirements, as directed by BC Housing.
3. Providers may use the Databases specified by BC Housing as a source of referrals for available units in the Development.
4. BC Housing acting reasonably, reserves the right to change the reporting requirements from time to time, with at least thirty (30) days' written notice to the Provider.

**B. OPERATIONAL REVIEW**

1. From time to time, BC Housing will conduct an on-site operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
2. BC Housing will provide the Provider with at least thirty (30) days' written notice of such an operational review.

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**SCHEDULE D – RESIDENT AND STAFF MANAGEMENT**

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**A. RESIDENT SELECTION AND MANAGEMENT**

1. **No Landlord and Tenant Relationship.** No landlord and tenant relationship will exist between the Resident and BC Housing. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay the Resident Rent Contribution.
2. **Resident Selection.** All women and their dependent children, who are At Risk of Violence or have experienced Violence and have Incomes at or below the HILs are eligible for housing at the Development. Eligibility requirements may be temporarily amended to accommodate an adult male occupant within an eligible household if required, provided this does not pose safety risks to the other Residents or staff and as approved by BC Housing.
3. **Database.** Providers may use the Database specified by BC Housing to select Residents.
4. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where specific populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
5. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development, and will notify BC Housing of any extended vacancies.
6. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
7. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the governing legislation.
8. **Resident Relations.** The Provider will establish policies and procedures to:
  - a. select Residents in an open, fair, consistent and non-discriminatory way;
  - b. serve Residents promptly and courteously, with clear and informative communication;
  - c. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
  - d. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
9. **Proof of Income.** The Provider will obtain a declaration ("Declaration of Income") and supporting documentation as evidence of the Income of that Resident at the time of the initial occupancy and annually thereafter. The declaration will be in a form approved by BC Housing as may be amended by BC Housing from time to time. The Provider will maintain a copy of each Resident's proof of Income in a file available to BC Housing on request.

**B. STAFF REQUIREMENTS**

1. The Provider will ensure that all staff at the Development, whether part-time or full-time, paid or voluntary, have the appropriate skills, training and qualifications for the tasks that they perform. The Provider will:
  - a. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the *Workers Compensation Act*;
  - b. appropriate orientation and/or training in crisis intervention, de-escalation training, domestic violence safety planning training and non-violent conflict resolution;
  - c. have written policies regarding the use of hazardous cleaning materials that are in accordance with Workplace Hazardous Materials Information System (WHMIS) guidelines; and
  - d. require all Staff undergo a vulnerable sector criminal record check in accordance with the provincial and federal requirements. The Provider will keep evidence on file that the criminal record checks were completed. The Provider will have a written policy for the employment of people with a criminal record, which will include the frequency of subsequent criminal record checks, in accordance with provincial and federal requirements.

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**SCHEDULE E – RENT SCALE**

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**A. RESIDENT INCOME**

1. The Resident Rent Contribution will not exceed a set percentage<sup>2</sup>, as determined from time to time by BC Housing, of the Resident's Income, and the following will apply:
  - a. gross income is always used and will be based on either:
    - i. a review of the previous year's income tax return, plus a declaration of non-taxable income amounts; or
    - ii. an assessment of current income and assets.
  - b. a minimum Resident Rent Contribution is applied based on applicable household size and age of the Resident; and
  - c. the Resident Rent Contribution of a Resident in receipt of Income Assistance will be fixed at an amount as set out in *Schedule E, Part E*.

**B. EXEMPTIONS FROM INCOME**

1. The following are exempt from inclusion in Income:
  - a. Excluded Government Payments:
    - i. a payment, refund, or credit from the provincial or federal government, including income tax refund, Canada Child Benefit, or Child Care Subsidy received for dependent children;
    - ii. a child benefit received from the Canada Pension Plan (CPP);
    - iii. a survivor's death benefit received from Canada Pension Plan (one-time payment only);
    - iv. Income from foster parenting;
    - v. payments under the Child in Home of Relative and Extended Family Program;
    - vi. a special allowance for resettlement assistance; and
    - vii. payments received from the Shelter Aid For Elderly Renters (SAFER) program, Rental Assistance Program, or a rent supplement funded by BC Housing.
  - b. Excluded Employment Related Payments:
    - i. earnings of dependent children under the age of nineteen (19);
    - ii. earnings of dependent children aged nineteen (19) to twenty-four (24) who are full-time students;
    - iii. earnings of dependent children of any age who, because of mental or physical infirmity, is considered a dependent for income tax purposes;
    - iv. a one-time lump sum severance/settlement payment;
    - v. a business expense deduction from self-employed earnings (Not exempted: management fees, salaries or wages paid to any household members, business-use-of-home expenses, capital cost allowance and rent (if the business is being operated out of the home) and any other expense of a personal nature); and
    - vi. taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.
  - c. Excluded Income for Veterans and Victims of War:
    - i. a periodic or lump sum war reparation payment; and
    - ii. a benefit from War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada, including special allowances under the Veterans Disability Pension Program.
  - d. Excluded Education or Training Payments:
    - i. student loans, equalization payments, student grants, scholarships, fellowships or bursaries received by a student aged nineteen (19) to twenty-four (24) in attendance at a post-secondary institution in British Columbia; and
    - ii. a payment received for board and lodging of a student attending secondary school off the reserve.
  - e. Other Excluded Payments:

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<sup>2</sup> Currently: 30% of income

- i. extraordinary compensation payments, including Indian Residential School, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry;
- ii. child support paid by the non-custodial parent and government benefits intended for the benefit of children (CPP children's benefits, WorkSafe BC child benefits, Public Guardian and Trustee payment for children, Post-Adoption Assistance, etc.);
- iii. a one-time donation from a religious, charitable, or benevolent organization;
- iv. insurance settlements, inheritances, and disability awards in the year they are received (in subsequent years these are considered as assets); and
- v. income of live-in caregivers where their sole income source is dependent on them living in the unit to provide care for a member of the income tested household.

**C. ASSETS**

1. Assets include:

- a. cash;
- b. accounts in financial institutions;
- c. stocks, bonds and other investments;
- d. real estate equity;
- e. equity in a business;
- f. non-discretionary trust funds; and
- g. other items of a potential income earning nature.

2. Asset Exemptions include:

- a. Registered Retirement Savings Plans (RRSPs);
- b. Registered Education Savings Plans (RESPs);
- c. Registered Disability Savings Plans (RDSPs);
- d. assets derived from extraordinary compensatory packages from government (including, but not limited to payments related to: Indian Residential Schools, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry);
- e. BC Housing approved asset development savings accounts (for the period that the individual is participating in the asset development program); and
- f. Discretionary Trusts or Trust Funds from settlements (ICBC, WorkSafe BC)

**D. INCOME FROM ASSETS**

1. Income from assets is determined by exempting the first \$10,000.00 from total assets and computing the balance at a percentage per annum<sup>3</sup> as may be set from time to time by BC Housing.

**E. DETERMINATION OF RESIDENT RENT CONTRIBUTION FOR RESIDENTS RECEIVING INCOME ASSISTANCE**

1. The Provider will set the Resident Rent Contribution for each Residential Unit where the Resident is in receipt of Income Assistance by applying a flat rate applicable to the appropriate household size, as determined by BC Housing.
2. If the flat rate charged for Resident Rent Contribution changes, reasonable notice will be given to the Resident, as determined by BC Housing.

**F. NOTES**

1. BC Housing may change all or part of this scale at any time.
2. An adjustment for resident paid heating costs may be made in an amount as determined from time to time by BC Housing.

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<sup>3</sup> At January 2020 1% per annum



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**SCHEDULE F – INSURANCE**

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**A. INSURANCE – THE PROVIDER**

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion.
  - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission and Provincial Rental Housing Corporation as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
  - b. The foregoing insurance will be primary and not require the sharing of any loss by any insurer of BC Housing.
  - c. The Provider will provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider will provide certified copies of such policies.
2. The Provider will add BC Housing and Provincial Rental Housing Corporation as additional named insured under any insurance policies obtained pursuant to this Agreement.
3. The Provider will promptly notify BC Housing of any circumstance known or which becomes known to the Provider which might materially affect the coverage under the Provider's insurance policies.
4. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
5. The Provider will provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
6. The Provider hereby waives all rights of recourse against BC Housing with regard to any damage, theft or loss of the Provider's property and agrees to carry adequate insurance coverage against such damage, theft or loss of property.
7. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act* (British Columbia).

**B. INSURANCE – BC HOUSING**

1. **Development.** BC Housing will maintain owner insurance on the Development against loss by fire, theft and related perils. This insurance may be in accordance with BC Housing's self-insurance fund or by a policy underwritten by a qualified insurer, at BC Housing's discretion.