



SOCIAL HOUSING POLICIES



DIVISION:	Social and Community Services		
POLICY SECTION:	Social Housing	EFFECTIVE DATE:	7/22/2015
SUBJECT:	Housing Providers – Property Management Procurement and Contract Management		
POLICY NUMBER:	2015 – NP – 05	SUPERCEDES:	

1. PURPOSE

1.1 This policy is intended for use by all County of Simcoe housing providers that operate a designated housing project under the Housing Services Act.

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Municipal & Private Non-Profit

Co-Operatives

Federal Non-Profit

Rent

<input checked="" type="checkbox"/>
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Supplement *

*including former OCHAP/CSHP

CWL

Simcoe County Housing

1.2 This policy’s intended purpose is to inform those housing providers within the County of Simcoe, which are subject to the Housing Services Act, of the acceptable property management standards, as it relates to procurement and contract management.

2. POLICY STATEMENT

2.1 The County of Simcoe in its capacity as Service Manager has the authority under the Housing Services Act to establish a local rule related to property management requirements; there are no prescribed requirements under the Housing Services Act.

2.2 Further, in reference to the efforts and work established through the County of Simcoe’s Good Customer Service Best Practices, housing providers are encouraged to procure and hire appropriate property management services for their building locations thereby ensuring ongoing quality customer service.

3. REFERENCES

Housing Services Act, 2011, s. 75(2)

O. Reg.367/11, s. 100

CCW 14-402- Social Housing Good Customer Service Project Update

CCW 15-167- Social Housing Good Customer Service Project Summary

Social Housing Good Customer Service Best Practices

Prior Reference: O. Reg. 339/01 s. 8

4. SCOPE

4.1 The Housing Services Act, 2011 allows Service Managers to implement local policies as they pertain to prescribed matters. In the area of property management requirements, the County of Simcoe, in its capacity of Service Manager, adopts the standards previously prescribed under the Social Housing Reform Act, 2000 (SHRA); O. Reg. 339/01, s.8 established as:

“(1) Subject to subsection (4), a housing provider shall establish and follow open and competitive practices in hiring its employees, subject to the provisions of any collective bargaining agreement to which the housing provider is a party, and in retaining persons to provide property management services for its housing projects.

(2) A contract for property management services for a housing project must be in writing and must satisfy the following requirements:

1. The term of a contract must not exceed three years
2. The contract must not be renewable
3. The contract must be capable of termination by the housing provider on 60 days written notice any time during the term of the contract and on 30 days written notice if the termination for a breach of contract, unless parties to the contract agree to shorter notice periods.
4. The contract must specifically identify and describe the nature of the goods and services provided under the contract and the consideration to be paid by the housing provider.
5. The contract must be non-assignable

(3) Every corporation providing management services for a housing project shall give notice to the housing provider of the housing project of any change in control of the corporation.

(4) A housing provider is not required to follow open and competitive practices in retaining persons to provide property management services if the service manager is satisfied that open and competitive practices are not appropriate in the circumstances in order for the housing provider to obtain a reasonable level of property management services at a reasonable cost.”

4.2 With one exception as follows:

EXCEPTION:

Traditionally an agreement contract for property management services could not be renewed beyond the end of a three year term. This exception allows housing provider(s) to **extend the contract for a further two years.**

The agreement contract must include a clause outlining the requirement for a performance evaluation on the property management firm, covering the prior years of service, and be conducted by the end of the contract or within the 3rd year, whichever comes first. The clause must also include details of the method for evaluation of the property management firm’s performance and include a method for obtaining input by the housing residents. Such evaluation must be made in writing, with Board approval and be conducted prior to any offer of extension of the contract.

The agreement contract must be:

1. Originally set with a 3 year or lesser term;
2. Allow for an option for extension up to a maximum of 5 years;
3. The contract cannot, initially, be set with a 5 year term;
4. A property management tender must be conducted immediately following the completion of the evaluation or within and before the expiry of the 5th year of the extended contract.

5. PROCEDURES

- 5.1. Housing Providers within the County of Simcoe that are subject to the Housing Services Act must adhere to the procedures outlined within this Policy, as it relates to property management procurement and contract management.
- 5.2. Establish and follow transparent and competitive practices in tendering and contracting property management services; the Service Manager has the right to waive this procedure where it is deemed necessary.
- 5.3. Obtain a written contract for property management services that satisfies the above noted requirements and at minimum includes:
 - A. maximum term of three years, with the potential for a two year extension, in accordance with the exception noted above.
 - B. non-renewable, with the potential for a two year extension, in accordance with the exception noted above.
 - C. termination clause allowable for housing provider on 60 days written notice, any time during the contract
 - D. termination clause allowable for housing provider on 30 days written notice, if termination is for a breach of the contract, shorter notice periods allowed, if agreed by all parties to the contract
 - E. The nature of the goods, services, expected payment and any additional fees (photocopies, gross revenue percentage, tribunal fees, lease-up, showing units, management of capital expenditures, mileage fees, banking fees, any other related fees not outlined, etc.) that are related to providing property management services are fully disclosed and detailed within the contract, and unless otherwise disclosed will not be expected to be incurred by the housing provider
 - F. the contract is non-assignable
 - G. agreement clause outlining the property management firm's obligation to disclose all details related to any changes in control of the property management firm
 - H. agreement clause outlining the property management firms understanding that all related financial, correspondence and resident affiliated files, produced either in paper or electronic format, remain the sole property of the housing provider and are willingly and reasonably returned upon receipt of contract termination and/or completion.
 - I. to mitigate a breach in privacy, an agreement clause outlining the requirement and a confirmation detailing the property management firms method of disposal of electronic records from the property management firms computers, following the contract termination.

5.4. Housing Providers are encouraged to contact their sector organizations for additional resources, such as, but not restricted or limited to:

- Ontario Non-Profit Housing Corporation
- Co-Operative Housing Federal of Canada
- Ontario Aboriginal Housing Services
- Housing Services Corporation and its affiliates

5.5. Contact your Program Supervisor with any questions or concerns.