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Item No. 15.1.3
Halifax Regional Council
January 27, 2026

TO: Mayor Fillmore and Members of Halifax Regional Council

FROM: Brad Anguish, Acting Chief Administrative Officer

DATE: December 9, 2025

SUBJECT: **Housing Trust of Nova Scotia: Contribution Agreement Amendment**

ORIGIN

HRM is in receipt of correspondence from the Housing Trust of Nova Scotia dated December 4, 2025, requesting an amendment to Appendix 3 - Section 7 of the HRM Contribution Agreement dated June 14, 2022.

EXECUTIVE SUMMARY

In 2022 Regional Council approved a one-time grant in the amount of \$445,000 to offset the amount of deed transfer tax payable to the Municipality for the acquisition of five (5) properties located in urban Halifax and Dartmouth. Because the award was outside an established municipal grant program the associated risk is managed through the execution of a Contribution Agreement which sets out the terms and conditions of funding.

RECOMMENDATION

It is recommended that Halifax Regional Council approve an amendment to Appendix 3 - Section 7 of the Contribution Agreement dated June 14, 2022, as shown in Attachment 2 of this report.

BACKGROUND

Section 109 (7) of the Municipal Government Act extends exemption from deed transfer tax to only a registered Canadian charity provided the property is not to be used for any commercial, industrial, rental or other business purpose and an affidavit to that effect is filed with the provincial Land Registry. Consequently, registered nonprofit societies, not-for-profit corporations, and nonprofit cooperatives are ineligible for exemption under this section of legislation.

In March 2022, the Trust Housing Trust of Nova scotia ("the Trust") requested a grant in the amount of \$445,500 to offset the deed transfer associated with the acquisition of five (5) apartments buildings located in Halifax and Dartmouth. Council approved the request and because the award was outside an established HRM grant program the funding was managed through a Contribution Agreement with funds from the Options Reserve Q421. Subsequent to Council's grant decision, HRM has amended the Grants to

Affordable Housing Program policy (Administrative Order 2020-008-ADM) to include deed transfer tax as an eligible expenditure to support property acquisitions to develop or retain affordable housing.

DISCUSSION

The Trust is requesting amendment to Appendix 3 - Section 7 of the Contribution Agreement to standardize the definition of “affordable housing” with that included in a municipal grant issued under HRM’s Affordable Housing Grants Program.

Appendix 3 - Section 7 of the 2022 Contribution Agreement states:

“For the period of time that is 10 years after the Recipient has received HRM’s written notice of confirmation of the payment of the deed transfer tax for the Property (as contemplated in Section 2 of this Appendix 3), the Recipient shall lease or rent not less than 80% of the units per Property as affordable housing. For the purposes of Section 8 of Appendix 3, the term “affordable housing” shall be defined as applying what Canada Mortgage and Housing Corporation defines, or considers, affordable housing to be in Canada, or, if available, in Nova Scotia or within the Halifax Regional Municipality at the time the unit in the Property is to be leased or rented to a resident.”

The Trust has requested this clause be replaced by:

“Affordability Criteria’ means that at least 30% of the Housing Units must be rented at rates below 80% of the Median Market Rental Rate for the same unit type”.

Staff is recommending that the revised clause Appendix 3 - Section 7 of the 2022 Contribution Agreement read:

“For the period of time that is 10 years after the Recipient has received HRM’s written notice of confirmation of the payment of the deed transfer tax for a Property (as contemplated in Section 2 of this Appendix 3), the Recipient shall lease or rent not less than 80% of the units per Property as affordable housing. For the purposes of this Section 7 of Appendix 3, the term “affordable housing” shall be defined as at least 30% of the housing units must be rented at rates below 80% of the Median Market Rental Rate for the same unit type. “Median Market Rental Rate” means, with respect to any calendar year, in the zone, neighbourhood, or other submarket (as defined by Canada Mortgage and Housing Corporation (CMHC)) in which the individual subject matter property is located, for units of the same bedroom count. If no such data is available for the zone, neighbourhood, or other submarket in which the individual subject matter property is located, the Median Market Rental Rate shall be the comparable median asking rent published by CMHC for the nearest or most comparable zone, neighbourhood, or submarket for which such data is available.”

One of Canada Mortgage and Housing Corporation’s “affordability” criteria are a project’s proposed rental rates in relation to market rents in a specific geographic location. The current threshold is that 80% of a project’s rental units must be at or below the 30% percentile of rents in the subject market for units of a “similar type” (interpreted to mean the number of bedrooms)¹. Arguably, using the median (the middle value of a dataset) is preferable to an average which can be distorted by development which deviates significantly from the rest of the dataset. For example, a new high rise apartment building with multiple units located in a neighborhood of older single-family dwellings².

Standardized terminology aids interpretation within a municipal program, between municipal programs, and in some cases between different funding agencies. The recommendation to approve an amendment to the Contribution Agreement provides clarification and enhances consistency. Because the proposed amendment applies to an existing Contribution Agreement, there are no financial implications with respect to the grant previously issued under a Contribution Agreement for deed transfer tax, and because the

¹ Source: CMHC, Advancing Affordable Housing Solutions – Affordability Criteria – Rent Percentiles. CMHC’s rental market survey was last completed in 2020.

² In the alternative, data could be used to determine the mode – the most frequently occurring value.

Grants to Affordable Housing Program policy has been amended to include deed transfer tax for property acquisitions there is no precedent.

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality.

RISK CONSIDERATION

No risk considerations were identified.

COMMUNITY ENGAGEMENT

No community engagement was required.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

Regional Council may overturn or amend the staff recommendation. If the amendments are substantive a supplementary report may be required to examine the financial or administrative implications to either party.

LEGISLATIVE AUTHORITY

- *Halifax Regional Municipality Charter, S.N.S, 2008, c.39.*
- 79A (1) Subject to subsections (2) to (4), the Municipality may only spend money for municipal purposes if
- (a) The expenditure is included in the Municipality's operating budget or capital budget or is otherwise authorized by the Municipality;

ATTACHMENTS

- Attachment 1. Letter to HRM from the Housing Trust of Nova Scotia dated December 4, 2025.
- Attachment 2. Addendum to Appendix 3 - Section 7 of the Contribution Agreement between Halifax Regional Municipality and the Housing Trust of Nova Scotia, dated June 14, 2022.

Report Prepared by: Peta-Jane Temple, Team Lead Grants & Contributions/Revenue, Finance & Asset Management 902.490.5469



Attn: Peta-Jane Temple

December 4, 2025

Kristy Tucker

Funding and Compliance Manager
The Housing Trust of Nova Scotia
#337 - 7071 Bayers Road, Halifax, NS, B3L 2C2

Peta-Jane Temple

Team Lead Grants & Contributions
Halifax Regional Municipality
PO Box 1749, Halifax, NS, B3J 3A5

RE: Request to Amend Affordability Criteria - Contribution Agreement (June 14, 2022)

To Whom it May Concern:

The Housing Trust of Nova Scotia (HTNS) is writing to request an amendment to Section 7 of Appendix 3 of the above-noted Contribution Agreement, which served as the equivalent to the Deed Transfer Tax. HTNS requests that the existing affordability clause be replaced with the following:

"Affordability Criteria" means that at least 30% of the Housing Units must be rented at rates below 80% of the Median Market Rental Rate for the same unit type.

The proposed definition aligns with affordability language contained in a separate Canada Mortgage and Housing Corporation (CMHC) agreement within the HTNS portfolio.



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Rationale for the Amendment

1. **Consistency Across HRM Agreements:** HTNS is working with Halifax Regional Municipality (HRM) to amend a separate agreement, the Affordable Housing Grant Program (AHGP) Agreement, to incorporate updated affordability language. Because both agreements apply to the same housing portfolio, HTNS is requesting that the affordability definition in this Contribution Agreement be updated to match the definition being incorporated into the AHGP Agreement. Aligning the definitions ensures clarity and prevents conflicting standards across agreements administered by HRM.
2. **Streamlined Compliance and Reporting:** HTNS must complete annual attestations under this Contribution Agreement and meet affordability requirements set by several funders. Using the same affordability definition across agreements reduces administrative burden and supports consistent, accurate monitoring of affordability across the portfolio.
3. **Alignment With Existing CMHC Language:** The requested definition mirrors affordability language already used in another CMHC agreement within the portfolio, helping maintain internal coherence and clear expectations for affordability monitoring.

HTNS respectfully requests that this amendment be brought forward for consideration at the next available Regional Council meeting. Please advise if any additional information or clarification is needed to support this request.

Sincerely,



Signer ID: [REDACTED]

Kristy Tucker



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Amending Agreement

This Amending Agreement (the “**Amendment**”) is made as of the date on which it is executed by the last signatory to the Agreement (as indicated by the date associated with that Party’s signature) (the “**Effective Date**”) and made between

The Housing Trust of Nova Scotia
a society incorporated under the *Society’s Act* of Nova Scotia,
having an office at:
600-1741 Lower Water Street, Halifax

(the “**Recipient**”)

and

HALIFAX REGIONAL MUNICIPALITY
A municipal corporation in the Province of Nova Scotia

(“**HRM**”)

(Each a “**Party**” and collectively the “**Parties**”)

BACKGROUND

- A. HRM and the Recipient entered into a Contribution Agreement, dated June 14, 2022 (the “**Contribution Agreement**”) which provided a financial contribution to cover deed transfer tax costs on the acquisition of a portfolio of residential properties for the purpose of affordable housing for low to moderate income households.
- B. The Parties have determined that the Contribution Agreement needs to be modified in order to clarify the definition of “affordable housing”.
- C. HRM and the Recipient now wish to amend the Contribution Agreement to provide this amendment.

IN CONSIDERATION of the mutual promises and obligations contained in this Amendment, the Parties covenant and agree as follows:

1. The Contribution Agreement is hereby amended as outlined in this Amendment.
 - a. Section 7 of Appendix 3 is hereby deleted and replaced with the following:

For the period of time that is 10 years after the Recipient has received HRM's written notice of confirmation of the payment of the deed transfer tax for a Property (as contemplated in Section 2 of this Appendix 3), the Recipient shall lease or rent not less than 80% of the units per Property as

affordable housing. For the purposes of this Section 7 of Appendix 3, the term "affordable housing" shall be defined as at least 30% of the housing units must be rented at rates below 80% of the Median Market Rental Rate for the same unit type. "Median Market Rental Rate" means, with respect to any calendar year, in the zone, neighbourhood, or other submarket (as defined by Canada Mortgage and Housing Corporation (CMHC)) in which the individual subject matter property is located, for units of the same bedroom count. If no such data is available for the zone, neighbourhood, or other submarket in which the individual subject matter property is located, the Median Market Rental Rate shall be the comparable median asking rent published by CMHC for the nearest or most comparable zone, neighbourhood, or submarket for which such data is available.

2. Except as set forth in Section 1 of this Amendment, all other terms of the Contribution Agreement remained unchanged.
3. The Contribution Agreement and this Amendment shall constitute the entire agreement with respect to the subject matter of the Contribution Agreement, and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.
4. This Amendment is incorporated within and made part of the Contribution Agreement and shall therefore be subject to its terms and conditions in the same manner as if the amendments in this Amendment were original terms and conditions of the Contribution Agreement. In the event of ambiguities, conflicts or inconsistencies between or among this Amendment and the Contribution Agreement, the terms of this Amendment shall take precedence.
5. This Amendment shall be governed by, and construed in accordance with, the laws of the Province of Nova Scotia.
6. Each Party covenants that it has the full power and authority to enter into this Amendment and has taken all necessary measures to authorize the execution of this Amendment.
7. This Amendment may be signed electronically and in counterparts. The Parties agree that signatures transmitted and received via electronic transmission shall be treated for all purposes of this Amendment as original signatures and shall be deemed valid, binding and enforceable by and against all Parties.

(Signature Page follows)

HRM and the Recipient have properly executed this Amendment through their authorized representatives as of the date next to each signature.

THE HOUSING TRUST OF NOVA SCOTIA

Date

Signature: _____

Print Name:

Print Title:

HALIFAX REGIONAL MUNICIPALITY

Date

Signature: _____

Print Name:

Print Title: