

Ellwood House (Ottawa) Inc.  
Revised 2019

## **Conflict of Interest Policy**

Date Board Approved: 24 September 2019

Signed: \_\_\_\_\_

# Ellwood House (Ottawa) Inc.

## Conflict of Interest Policy

### 1. BACKGROUND

The Government of Ontario, pursuant to the *Social Housing Reform Act 2000*, has issued Ontario Regulation 339/01 which includes rules relating to conflict of interest for social housing providers. An excerpt of Ontario Regulation 339/01 is attached as Schedule A.

### 2. PURPOSE

The purpose of this policy is to set out how Ellwood House (Ottawa) Inc. addresses conflict of interest issues.

### 3. DEFINITIONS

- a. **"Conflict of Interest"** exists if:
  - i. The personal or business interests of a Director, Officer, agent, or employee of Ellwood House are in conflict with the interests of Ellwood House; or
  - ii. A personal gain, benefit, advantage, or privilege is directly or indirectly given to or received by a Director, Officer, agent, or employee of Ellwood House, or a person related to one of them as a result of a decision by Ellwood House.
- b. **"Declaration"** means a declaration of a real or perceived Conflict of Interest in the form attached as Schedule B to this policy.
- c. **"Director"** means a member of the Board of Directors of Ellwood House (Ottawa) Inc.
- d. **"Officer"** means the chair, president, vice-president, secretary, treasurer, manager, and anyone else designated as an Officer as per section 5.01 of the Ellwood House (Ottawa) Inc. By-law.
- e. **"Person related to any of them"** includes a parent, spouse, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or a person with whom the Director, Officer, agent or employee has a business relationship.
- f. **"Service Manger"** means the City of Ottawa social housing service manager.

### 4. POLICY

Ellwood House (Ottawa) Inc. shall not enter into any situation, arrangement, contract, or agreement which results in a Conflict of Interest.

- a. Exceptions:

If a notice of Conflict of Interest has been delivered to the Service Manager and the Service Manager agrees there is no reasonable alternative, Ellwood House may enter into a

relationship, arrangement, contract, or agreement that normally would be a Conflict of Interest.

**b. Duty to Monitor and Avoid conflict of Interest:**

Ellwood House shall closely monitor its relationships, arrangements, contracts and agreements and not engage in any that may result in a Conflict of Interest.

**c. Termination:**

All relationships, arrangements, contracts or agreements of Ellwood House that exceed a threshold established by the Service Manager, shall include a clause permitting Ellwood House to terminate if the Service Manager requires such termination to resolve a Conflict of Interest.

**d. Directors Must Resign:**

A Director shall resign from her/his position before Ellwood House Board of Directors deliberates, issues a tender or votes on a contract or employment position for which the Director intends to compete.

**e. Former Directors and Officers:**

No former Director or Officer may apply for employment with Ellwood House or seek to enter into a contract to supply services to Ellwood House directly or indirectly for a period of one year following the date she/he ceases to be a Director or Officer.

**5. BOARD PROCEDURES**

**a. Conflict of Interest:**

The Board shall have Conflict of Interest as a regular agenda item at the beginning of each meeting of the Directors. Any Director, Officer, agent or employee who has a Conflict of Interest must submit their declaration at that time.

**b. Declaration of Conflict of Interest:**

Directors, Officers, agents and employees of Ellwood House must notify the chair of the Board of Directors of Ellwood House of every potential or actual Conflict of Interest no later than the first meeting of the Board after the Director, Officer, agent or employee becomes aware that she or he has entered into a situation, arrangement or agreement that results in or may result in a Conflict of Interest. The form of such declaration is attached as Schedule B.

**c. Potential Conflict of Interest:**

When a potential Conflict of Interest is raised before or during a Board meeting, then:

- i. the party to the potential conflict must leave the meeting; and
- ii. the Board shall decide if there is a Conflict of Interest.

**d. Consideration of Notice:**

The Board of Directors shall consider any declaration given under subsection 5.b. no later than the second meeting of the Board after the notice is given. The consideration must be reflected in the minutes of the meeting

**e. Resolution of a Conflict of Interest:**

The Board shall notify the Service Manager of any declaration received under subsection 5.b. The notification shall take the form at Schedule C and include one of the following:

- i. if a person filed a declaration of a potential Conflict of Interest and the Board decided there was in fact no such conflict, a declaration to that effect and a request that the Service Manager ratify the decision; or
- ii. if a Conflict of Interest exists which may be resolved in accordance with this policy and Ontario Regulation 339/01, notification of how Ellwood House has resolved the Conflict of Interest and a request that the Service Manager ratify such resolution; or
- iii. if a Conflict of Interest exists which the Board is unable to resolve in accordance with this policy and Ontario Regulation 339/01, a request that the Service Manager issue instructions for resolving the Conflict of Interest.

**f. Conflict to be Resolved to the Service Manager's Satisfaction:**

If the Service Manager issues instructions regarding an alternative to a decision made by the Board under subsection 5.e. i. or ii., or a resolution under subsection 5.e.iii., Ellwood House will act in accordance with the Service Manager's instructions.

**g. Record Keeping:**

Ellwood House shall maintain a Conflict of Interest file containing all declarations, reports and minutes pertaining to conflict of interest and perceived conflict of interest situations.

## SCHEDULE A

### Excerpt- Ontario Regulation 339/01 – Conflict of Interest

4. (1) This section applies to a housing provider in addition to the provisions of the Act listed in subsection 3(1) to which the housing provider is subject. O. Reg. 339/01, s. 4(1).

(2) A Conflict of Interest exists if any of the following situations occur:

- i. The personal or business interests of a director, officer, agent or employee of a housing provider are in conflict with the interests of the housing provider.
- ii. A personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a director, officer, agent or employee of the housing provider or a person related to one of them as a result of a decision by the housing provider. O. Reg. 339/01, s. 4 (2).

(3) A director, officer, agent or employee of the housing provider shall not enter into any situation, arrangement or agreement which results in a Conflict of Interest. O. Reg. 339/01, s. 4 (3).

(4) Directors, officers, agents and employees of the housing provider must notify the chair of the board of directors of the housing provider of every potential or actual Conflict of Interest no later than the first meeting of the board after the director, officer, agent or employee becomes aware that he or she has entered into a situation, arrangement or agreement that results in or may result in a conflict of interest. O. Reg. 339/01, s. 4 (4).

(5) The board of directors shall consider the notice given under subsection (4) no later than the second meeting of the board after the notice is given and consideration of the notice must be reflected in the minutes of the meeting. O. Reg. 339/01, s. 4(5).

(6) The chair of the board shall notify the service manager in writing of the receipt of every notice under subsection (4) and the board of directors shall resolve every conflict of interest or potential conflict of interest to the satisfaction of the service manager. O. Reg. 339/01, s. 4 (6).

(7) Despite subsection (3), a director, officer, agent or employee or a person related to one of them may directly or indirectly receive a gain, benefit, advantage, privilege or remuneration from the housing provider if all of the following conditions are satisfied:

- i. A notice of the conflict of interest or potential conflict of interest is given in accordance with subsection (4).
- ii. The service manager agrees that there is no reasonable alternative for the housing provider other than entering into the situation, arrangement or agreement that results in or may result in the conflict of interest. O. Reg. 339/01, s. 4 (7).

(8) For the purposes of this section, a person related to a director, officer, agent or employee includes a parent, spouse, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparent, or a person with whom the director, officer, agent or employee has a business relationship. O. Reg. 339/01, s. 4 (8); O. Reg. 341/05, s. 1 (1).

(9) In this section,

"child", in relation to an individual, means a child of the individual born within or outside marriage (unless that child has been adopted by one or more other individuals in Ontario or according to the law of another jurisdiction), a child adopted by the individual in Ontario or according to the law of another jurisdiction, and a child whom the individual has demonstrated a settled intention to treat as a child of his or her family, but does not include a child placed in the individual's home as a foster child for consideration by another person having lawful custody; ("enfant")

"parent", in relation to an individual, means a natural parent of the individual (unless the individual has been adopted by one or more other persons in Ontario or according to the law of another jurisdiction), an adoptive parent of the individual who has adopted the individual in Ontario or according to the law of another jurisdiction, and a person who has demonstrated a settled intention to treat the individual as a child of his or her family, but does not include a person in whose home the individual has been placed as a foster child for consideration by another person having lawful custody; ("pere ou mere")

"spouse", in relation to a person, means, (a) an individual who, together with the person, has advised the housing provider that the individual and the person are spouses, or (b) an individual who is residing in the same dwelling place as the person, if the social and familial aspects of the relationship between the individual and the person amount to cohabitation and,

- i. the individual is providing financial support to the person,
- ii. the person is providing financial support to the individual, or
- iii. the individual and the person have a mutual agreement or arrangement regarding their financial affairs. ("conjoint") O. Reg. 339/01, s. 4 (9); O. Reg. 341/05, s. 1 (2-4).

### **Replacement of Conflict of Interest Rules**

5. The Conflict of Interest provisions set out in section 4 may be replaced for a housing provider by rules agreed to by the housing provider and the service managers for all areas in which its housing projects are located, in accordance with subsection 93 (3) of the Act. O. Reg. 339/01, s. 5.

### **Expenses and remuneration, directors**

6. (1) A housing provider shall not pay remuneration to a director other than amounts to reimburse the director for reasonable expenses incurred in the performance of the director's duties as a director.

O. Reg. 339/01, s. 6(1).

(2) A housing provider may employ a director if,

- a) the director resides in the housing provider's housing project and is employed by the housing provider on a part-time or temporary basis; or
- b) the director does not reside in the housing provider's housing project and is employed by the housing provider to carry out functions of a non-supervisory and non-managerial nature and the housing provider has,
  - i. five or fewer directors and not more than one-fifth of the directors are employed by the housing provider to carry out the same functions. O. Reg. 339/01, s. 6(2).
  - ii. more than five directors and not more than one-fifth of the directors are employed by the housing provider to carry out the same functions. O. Reg. 339/01, s. 6(2).

(3) Despite subsection (1), a housing provider may pay reasonable remuneration to a director employed in accordance with subsection (2) in respect of his or her employment functions.  
O. Reg. 339/01, s. 6(3).

SCHEDULE B

**Ellwood House (Ottawa) Inc.**

**CONFLICT OF INTEREST DECLARATION**

To: Ellwood House (Ottawa) Inc.

From: \_\_\_\_\_

(Name - Please Print)

I have read and understand the Conflict of Interest policy of Ellwood House (Ottawa) Inc. and acknowledge that I am required to comply with it. I further acknowledge my responsibility to disclose to Ellwood House (Ottawa) Inc. in writing, on an ongoing basis, any actual or perceived Conflict of Interest which arise during my relationship with Ellwood House. These actual or perceived Conflicts of Interest must immediately be disclosed in writing using this form.

I declare that:

- I **do not** have a Conflict of Interest.
- I **have** a Conflict of Interest
- I **have a perceived** Conflict of Interest

Attached is a comprehensive written submission of the complete nature of this actual or perceived Conflict of Interest. I am aware that Ellwood House (Ottawa) Inc. may submit this information to the Service Manager. I authorize its submission and use by Ellwood House (Ottawa) Inc. and the Service Manager.

Date:	Signature – Director
Date Received:	Signature – President, Board of Directors



SCHEDULE C

**Ellwood House (Ottawa) Inc.**

**CONFLICT OF INTEREST OR POTENTIAL CONFLICT OF INTEREST  
NOTIFICATION AND RECORD OF RESOLUTION**

**Part 1: Identification**

Ellwood House (Ottawa) Inc.  
2270 Braeside Avenue  
Ottawa, Ontario  
K1H 7J7

Contact: Janice Horton, President  
Tanya Martel, Property Manager

**Part 2: To be completed by the Director, Officer, agent or employee with the Conflict**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Briefly describe the Conflict of Interest or Potential Conflict of Interest. Add any relevant supporting documentation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Part 3: To be completed by the Chair of the Board or designate**

Date of Receipt of Notice: \_\_\_\_\_

Date of meeting at which the Conflict was considered: \_\_\_\_\_

Did the Board decide a Conflict of Interest existed as set out in Part 2 above?  
If **NO**, go to Part **3(a)**      If **YES**, go to Part **3(b)**

**Part 3(a): complete the following declaration:**

"I certify that the Board of Directors of Ellwood House (Ottawa) Inc., after considering the potential Conflict of Interest described above, decided that in fact no Conflict of Interest exists. I request ratification by the Service Manager of this decision of Ellwood House (Ottawa) Inc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Part 3(b) Was the Conflict resolved in accordance with the Ellwood House (Ottawa) Inc. policy and Ontario Regulation 339/01**

If **Yes**, go to Part 3(b)i If **No**, go to Part 3(b)ii

**Part 3(b)i – Yes**

Briefly describe the resolution of the Conflict of Interest. Add any relevant supporting documentation.

"I certify this is a true record of the Conflict of Interest and its resolution. I request ratification by the Service Manger of the decision of Ellwood House (Ottawa) Inc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Part 3(b)ii – No**

"I certify this is a true record of the Conflict of Interest and that Ellwood House (Ottawa) Inc was unable to bring about a resolution. I hereby request instruction from the Service Manager regarding resolution of this Conflict of Interest.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_