

ONTARIO
SUPERIOR COURT OF JUSTICE- COMMERCIAL LIST

BETWEEN:

CITY OF TOTOANTO

Applicant

And

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

AFFIDAVIT OF ROSELL KERR

(Sworn on April 16, 2024)

I, Rosell Kerr, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I have been a member of the Board of Directors at Harry Sherman Corporate Inc. (hereinafter "the Co-op") since 2019. I am the duly elected Chair of the Board. This is a voluntary position. I decided to join the Board after watching the community that I lived in for several years begun to deteriorate by violence, homelessness, and disunity. I also made the decision to offer my services because no other individual or corporate body stepped up to help my community.
2. I swear this Affidavit in response to the Motion submitted by TDB Restructuring Limited ("TDB") formerly known as RSM Canada Limited as court-appointed Receiver and manager (in such capacity, the "Receiver") of all the assets, undertakings, and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the "Respondent" or "HSC" or "Co-op") on March 25, 2024. The purpose of the Affidavit is to seek approval from the Court to raise areas of concern for this Honourable court to address in making any decision as to Orders to be granted.

3. The Co-op is an independent, self-governing co-operative housing corporation with a Board of Directors (the "Board") elected by its membership that operates as a housing provider, under the mandates of the *Housing Services Act 2011*. The Board is responsible for making decisions related to the governance of the corporation, including giving appropriate direction to building management and staff who are responsible for the day-to-day operations of the Co-op.
4. The housing provided by the Co-op is located within a campus comprised of a series of townhome blocks and a residential apartment building on the property known municipally as 51 The Chimneystack Road at York University. The campus is located just south of Steeles Avenue West and west of Keele Street in the former municipality of North York, in the City of Toronto. These buildings were built in 1993 and rest on land that is owned by, and leased from, York University.
5. The Co-op's housing complex is comprised of several buildings that contain 164 units. Townhome blocks within the housing project's complex contain 38 townhome units, while the remaining 126 units are contained within a high-rise apartment building. Through and until October 2019, the Co-op's targeting plan required that it maintain a minimum of 82 RGI units. In October 2019, the Co-op's targeting plan was changed. It is now required to maintain a minimum of 90 RGI units.
6. By Order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023, (the "Appointment Order"), RSM Canada Limited was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. ("HSC" or the "Co-op") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Property").
7. On March 01, 2024, the Court granted an order substituting TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "Omnibus Order"). It should be noted that this order was obtained without notification or service of any materials by the City of Toronto or the Receiver.

8. Paragraphs 12 and 13 of Appointment Order require the Receiver to:
- a. *provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver; and*
 - b. *provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.*
9. The Motion submitted by TDB Restructuring Limited (“TDB”) as court-appointed receiver and manager (in such capacity, the “Receiver”) requested the Court to:
- a. *Approve the Quarterly Reports (as defined hereinafter) and the First Court Report (as defined hereinafter) and the activities and conduct of the Receiver described therein;*
 - b. *Approve the Interim SRD (as defined hereinafter) of the Receiver for the period March 14, 2023, to March 11, 2024;*
 - c. *Approve the fees and disbursements of the Receiver as set out in the Fee Affidavit.*
11. **Having reviewed the materials presented and based on my knowledge of living in the Co-op as well being the duly elected chair of the Board I raise the following concerns highlighted below:**
- **The Interim SRD (as defined hereinafter) of the Receiver for the period March 14, 2023, to March 11, 2024.**
 - **At paragraph 10 of the Receiver’s motion “*the Receiver and the Service Manager recommend continuation of the Receiver’s appointment to complete certain capital repair projects and until it is appropriate, in the opinion of the Service Manager, to return control to the housing provider*”.**

12. Based on the years that I have served on the Board of the Co-op; RSM provided an annual report in their motion, indicating that RSM received more money than the Co-op ever received from the City of Toronto but only has a minimal cash balance on hand of \$49,444.00.
13. While the Co-op was managed by the Board, we attempted to take steps to rehabilitate the limited financial resources by applying for the Covid-19 Rent Relief Program in February 2020 which was initially approved by the City and funds disbursed, however, the service manager for the City at that time then instructed that the said funds in the sum \$120,000.00 be repaid to the City without proper explanation.¹
14. Additionally, the Board also requested further assistance from the city through the service manager for renovations, however, these requests were further denied by the city and the service manager informed that the only payments that will be provided to the Co-op are those for the RGI units.²
15. Further, on the advice of the service manager to obtain grant(s) for additional funding from the city, the Board applied for the Canada-Ontario Community Housing initiative funding. The grant was for \$5,000,000.00; however, the city rejected the application without any reasonable explanation.³
16. Based on the actions of the city there is a reasonable apprehension of Bias among the Board and members of the Co-op. Further, it is also clear that the city has failed to exercise any form of flexibility or discretionary power under *section 1 of the Housing Services Act*. It is also clear as indicated in the cross examination of Julie Western Set that the Housing Manager is not even aware of the City of Toronto's basic Diversity strategy in how the city engages with not only the Diverse community but the Diverse vulnerable community in this case primarily Black women. The City manager has attacked the credibility of the Board and suggested improprieties on the part of the Board as part of its rationale for

¹ Responding Motion Record, Affidavit of Rosell Kerr, para 36, page 11

² Ibid, para 39, page 12

³ Ibid, para 41, page 13

seeking appointment of a Receiver. To date, despite the appointment of a Receiver and extensive audits these allegations have been proven to be false.

17. At paragraph 12 (j) of the Receiver's motion, it states that Receiver was able to successfully obtain the Canada-Ontario Community Housing Initiative funding from the City. Ironically, this is the same grant that the Board also applied for from City in November 2020, and was denied by the city, for reasons unknown to date.
18. While the Board understands the benefits of having financial assistance, the bigger issue is that the Harry Sherman Crowe Housing Co-operative is not a public housing unit. We provide Rent Geared to Income ("RGI") units to assist the city in the City of Toronto which has a crisis in housing needs. We have also officially informed the City that it is our intention to withdraw from this arrangement and return our units to market rates. This will tremendously help our financial situation.
19. As it relates to paragraph 10 of the Receiver's motion, a request is being made that "*the Receiver and the Service Manager recommend continuation of the Receiver's appointment to complete certain capital repair projects and until it is appropriate, in the opinion of the Service Manager, to return control to the housing provider*". The Board strongly rejects and opposes the attempt by the City Manager to make this decision based on the issues raised in this affidavit.
20. Based on the Notice of Application filed by the City, two (2) of the core grounds for the application were for the Receiver to take *any appropriate steps to rehabilitate the financial position of the Co-op*⁴ and to take steps to *addresses the balance of the triggering events that have persisted at the housing provider since March 29, 2021*.⁵ There is no indication in the reports provided that both these goals have not been met. The Board notes the Receiver is investing \$431,250.00 in term deposits. Certainly, that is evidence that the Co-op is financially stable at the time of the report filed before the Court.

⁴ Application Record, para 2(p) (iii), page 9

⁵ Ibid, para 2 (p) (iv), page 9

21. Another area of concern is Costs. Based on the information provided by Receiver in their annual financial statements, the costs of running the Co-op have increased substantially compared to the previous fiscal years. The discrepancy between previous years' costs and the actual expenses incurred by Receiver raises questions about the justification of continuing the Receivership and what is in the best interest of the Co-op.
22. The Board also has raised concerns about the lack of distinction between market and RGI (Rent-Geared-to-Income) income in RSM's annual financial report. This is particularly important. On numerous occasions, the Board inquired from the Receiver answers in relation to the distinction between RGI income and market income. To date the Board have not received any clarification or breakdown from the Receiver.
23. The Co-op's housing charges revenue has exceeded two million dollars for the last two fiscal years, totaling \$2,290,956.00 for the fiscal year ending on June 01, 2022. However, the precise housing fee amount for the fiscal year ending on June 01, 2023, is unavailable. The estimated sum for the fiscal year ending June 01, 2023, is \$2,290,956.00 and it is expected to be above two million for the fiscal year ending 2024.
24. Additionally, the annual combined housing costs plus parking of Market and RGI income is reported as \$1,727,853.00 by RSM, which necessitates a thorough analysis to determine the reason for the reported reduction.
25. RSM disclosed that they had received \$1,951,951.00 in Government subsidies, operating funds, and Receiver's fees. This necessitates a breakdown of what portion of the funds goes to the Co-op's operating subsidy, RGI subsidy, and more importantly the Receiver's fees.
26. The City of Toronto, in previous years paid approximately \$435,947.20 in operational subsidies and approximately \$776,932.00 in RGI subsidies to the Co-op. The City paid the Co-op for the period 2021-2022 in subsidy payments the total sum of \$1,212,879.20. A copy of the income statement is hereto attached as "**Exhibit S**". There is a clear indication

that the city disbursed an additional amount of \$739,071.80 in subsidies to the Receiver which was never granted to the Board. In fact, in October 2020, the Board received a letter from the then service manager purporting that the city overfunded the Co-op in the sum of \$43,945.00 for the fiscal year 2018-2019 and was demanded to be repaid by the Co-op.⁶

27. The maintenance and repair costs reported by RSM amounts to \$209,042.00. The total maintenance and repairs cost that were reported by the Board's maintenance staff was only \$53,736.36 in the fiscal year ending 2022, well below the budget of \$117,377.82. In 2023, the property maintenance forecast was only \$1,74,111.00.⁷

28. The property management costs of \$423,637.00⁸ that RSM reported are significantly higher than the property management fees of \$122,687.76 in the fiscal year 2022 and drastically lower than \$90,000.00 in 2023. ("See Exhibit "S").

29. The annual financial report indicates a substantial increase in government revenue, surpassing any previous records in the history of the Co-op. RSM reported a total revenue of \$4,197,332.00 with expenditures amounting to \$3,567,713.00 leaving a balance of \$629,619.00. However, it is noteworthy that the opening cash on hand at the time of creating this annual report was only \$49,444.00. Given the substantial revenue of \$4,197,332, it is therefore disputed whether the Appointment of a Receiver still required.

Response To Fees and disbursements of the Receiver as set out in the Fee Affidavit

30. Based on the affidavit submitted by ARIF DHANANI on March 19, 2024, the total fees in respect of the receivership proceedings from March 14, 2023, to January 31, 2024 (the "Period") charged for the Period are \$230,391.50, plus disbursements of \$366.95 and HST of \$29,998.58 giving a total of \$260,757.03. The average hourly rate charged during the

⁶ Responding Motion Record, Affidavit of Rosell Kerr, para 37, pages 11-12

⁷ Receiver Motion Record, Appendix G, page 90

⁸ Ibid

Period was \$435.85. This is a substantial amount given the fact that we are a small not for profit serving vulnerable women.

31. The reported professional service fees of \$435.85 per hour, as stated by RSM, are deemed excessive, particularly for tasks that could have been managed by the Co-op's administration service. These tasks, such as sending emails, photocopying, returning phone calls, meeting with four members of the Co-op, and setting up a webpage that already existed, do not warrant such high fees. The amount of money charged by the Receiver are not reasonable.

32. Particularly, we identified that some areas that Mr. Bryan Tannenbaum is charging under the Receivership. Most of his tasks relates to administrative duties which includes but not limited to processing payments, transfer between accounts and signing cheques. As a matter of example this is a breakdown of the activities he has done and the time:
 - a. *1/8/2024 Bryan Tannenbaum Review and sign cheques. 0.3*
 - b. *1/2/2024 Bryan Tannenbaum Process transfer of funds and payment to MCAP. 0.4*
 - c. *12/22/2023 Bryan Tannenbaum Receipt and review of City email attaching A/R approvals for 2021 and 2022. 0.3*
 - d. *12/12/2023 Bryan Tannenbaum Review, approve and sign cheques. 0.3*
 - e. *12/5/2023 Bryan Tannenbaum Review and sign cheques. 0.3*
 - f. *12/4/2023 Bryan Tannenbaum Banking and process of payments. 0.3*
 - g. *11/29/2023 Bryan Tannenbaum Review and sign cheques. 0.3*
 - h. *10/25/2023 Bryan Tannenbaum Review and sign cheques. 0.2*
 - i. *10/24/2023 Bryan Tannenbaum Emails re CHFC dues. 0.2*
 - j. *10/18/2023 Bryan Tannenbaum Review and sign cheques. 0.3*
 - k. *10/3/2023 Bryan Tannenbaum Transfer funds between accounts for monies received from the City; review draft letter to auditors and discuss with A. Dhanani. 0.4*
 - l. *9/29/2023 Bryan Tannenbaum Process payment to York University. 0.2*
 - m. *9/28/2023 Bryan Tannenbaum Review, approve and sign cheques to be mailed. 0.3*

- n. *9/26/2023 Bryan Tannenbaum Zoom meeting with CFDI team and A. Dhanani to discuss communication and expectations and feedback. 1.0*
- o. *9/20/2023 Bryan Tannenbaum Emails with CFDI re newsletter. 0.2*
- p. *9/13/2023 Bryan Tannenbaum Process payment to York University. 0.2*
- q. *9/1/2023 Bryan Tannenbaum Process mortgage payment to MCAP; transfer balances between accounts.*
- r. *8/1/2023 Bryan Tannenbaum Banking and transfer money between accounts. 0.2*
- s. *7/31/2023 Bryan Tannenbaum Telephone call from A. Germain of #815 unit re leaky roof; email to CFDI re same; email re same from S. Lama*
- t. *7/13/2023 Bryan Tannenbaum Review, approve and sign cheques. 0.3*
- u. *7/4/2023 Bryan Tannenbaum Transfer funds and pay MCAP mortgage. 0.2*
- v. *6/20/2023 Bryan Tannenbaum Review, approve and sign cheques. 0.3*
- w. *6/7/2023 Bryan Tannenbaum Receipt and review of Sinai Plumbing letter to the City re outstanding account.*
- x. *6/1/2023 Bryan Tannenbaum Banking re transfer of funds between accounts and pay MCAP. 0.4*
- y. *4/3/2023 Bryan Tannenbaum Print out bank statement to date and forward to A. Dhanani; receipt and review of A. Dhanani email attaching report from CFDI on review of RGI process; discuss with A. Dhanani. 0.3*
- z. *3/24/2023 Donna Nishimura Fax to the Office of the Superintendent of Bankruptcy (“OSB”) Notice and Statement of Receiver. 0.1*

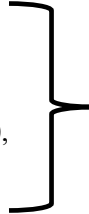
33. The above clearly evidences that these basic administrative duties that were handled by the Receiver incurred exorbitant costs, which could have been severely reduced if most of those tasks were allocated to the administrative staff. The Board is of the view that the Receiver has manipulated its powers in its capacity as a Receiver to cost creep the receiver’s fees.

34. Further, the Board refuses to remain silent on the fact the Harry Sherman Crowe Housing Co-operative is a legal entity and still has rights. We retained legal counsel to guide us in our operations and naturally would incur costs. The Receiver by denying the payment of

legal fees is forcing us to be in a situation of not being able to have legal representation. This is a tremendous injustice that we are asking the City of Toronto and this Honourable court to address.

35. I make this affidavit in response to the Receiver's motion and for no improper purpose.


SWORN by Rosell Kerr
of the City of Toronto in the
Province of Ontario, before me at
the City of Toronto, in the Province of Ontario,
on April 16, 2024, in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.



Julian Castro Ortiz

Julian Castro Ortiz (Apr 16, 2024 15:15 CDT)

.....
Commissioner for Taking Affidavits
Julian Castro Ortiz
Barrister and Solicitor LSO #77258V


Rosell Kerr (Apr 16, 2024 16:14 EDT)

.....
Rosell Kerr
Signature of the Deponent

This is **Exhibit “S”** mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 16th day of April 2024

Julian Castro Ortiz
[Julian Castro Ortiz \(Apr 16, 2024 15:15 CDT\)](#)

.....
A Commissioner for Taking Affidavit

Harry Sherman Crowe Co-Operative

Income Statement

/REPORT/FS/IS

Line v	Description	Monthly Actual Begin: 01 Apr 2022 End: 30 Apr 2022	Monthly Budget Begin: 01 Apr 2022 End: 30 Apr 2022	Monthly Variance	YTD Actual Begin: 01 Jul 2021 End: 30 Jun 2022	YTD Budget Begin: 01 Jul 2021 End: 30 Jun 2022	YTD Variance
1	--- Reveue -						
2	6000 · Market Housing Charges	98,034.00	90,680.00	(7,354.00)	1,142,001.00	1,088,160.00	(53,841.00)
4	6010 · RGI Housing Charges	90,615.00	97,969.00	7,354.00	1,123,825.00	1,175,628.00	51,803.00
5	6011 · Vacancy Loss - RGI	(1,321.00)	0.00	1,321.00	(10,568.00)	0.00	10,568.00
6	6012 · RGI Subsidy Allocated	(60,381.00)	0.00	60,381.00	(776,932.00)	0.00	776,932.00
7	6050 · RGI Subsidy Received	71,674.00	0.00	(71,674.00)	716,740.00	0.00	(716,740.00)
9	6060 · Property Tax Subsidy	12,753.58	14,044.39	1,290.81	128,075.80	168,532.69	40,456.89
10	6061 · Operating Subsidy	42,085.42	43,762.42	1,677.00	435,947.20	525,149.00	89,201.80
11	6065 · SHRRP Deferred Revenue	0.00	0.00	0.00	35,280.00	0.00	(35,280.00)
12	6100 · Sector Support Revenue	1,956.00	1,957.09	1.09	23,544.00	23,485.09	(58.91)
15	6200 · Interest & Investment Income Op	(509.46)	0.00	509.46	(4,486.64)	0.00	4,486.64
16	6203 · Parking Fees	5,328.00	7,012.00	1,684.00	65,013.35	84,144.00	19,130.65
17	6204 · Laundry Income	0.00	2,136.04	2,136.04	15,539.38	25,632.50	10,093.12
18	6205 · Hydro Income	90.00	0.00	(90.00)	1,080.00	0.00	(1,080.00)
20	6207 · NSF & Late Fees	0.00	109.09	109.09	0.00	1,309.09	1,309.09
21	6210 · Commercial Parking Revenue	2,193.53	1,524.32	(669.21)	20,984.18	18,291.84	(2,692.34)
22	6220 · Miscellaneous Revenue	0.00	953.49	953.49	600.00	11,441.90	10,841.90
26	Total Revenue	262,518.07	260,147.84	(2,370.23)	2,916,643.27	3,121,774.11	205,130.84
27							
29	7000 · Property Management Fees	3,676.42	12,309.95	8,633.53	122,687.76	147,719.40	25,031.64
30	7110 · Maintenance Contractor	5,880.73	6,250.00	369.27	72,759.02	75,000.00	2,240.98
31	7010 · Municipal Property Tax	0.00	14,044.39	14,044.39	80,687.80	168,532.69	87,844.89
32	7015 · Property Boiler & Liability Ins	0.00	7,416.67	7,416.67	57,379.56	89,000.00	31,620.44
33	7020 · Bad Debt Expense	0.00	250.00	250.00	0.00	3,000.00	3,000.00
34							
35	Utilities						
36	Utilities:7030 · York U Hydro Electric	(2,282.00)	12,916.67	15,198.67	64,670.73	155,000.00	90,329.27
37	Utilities:7031 · Enbridge Gas	0.00	6,916.67	6,916.67	40,260.60	83,000.00	42,739.40
38	Utilities:7032 · York U Water & Sewer	0.00	16,250.00	16,250.00	90,033.59	195,000.00	104,966.41
39	Utilities:7033 · Waste Disposal/Management	4,527.79	3,559.92	(967.87)	43,530.73	42,719.03	(811.70)
42	Utilities	2,245.79	39,643.26	37,397.47	238,495.65	475,719.03	237,223.38
43							
44							
46	Mortgage & Capital						
47	Mortgage & Capital:7050 · Mortgage Interest	59,433.34	0.00	(59,433.34)	594,333.40	0.00	(594,333.40)
48	Mortgage & Capital:7051 · Mortgage Amortization Expense	75,655.73	133,731.42	58,075.69	756,557.30	1,604,777.00	848,219.70
49	Mortgage & Capital:7060 · Contribution to Capital Reserve	0.00	9,727.58	9,727.58	70,442.00	116,730.90	46,288.90
50	Mortgage & Capital:7065 · SHRRP Amortization Expense	0.00	0.00	0.00	35,280.00	0.00	(35,280.00)
52	Mortgage & Capital	135,089.07	143,459.00	8,369.93	1,456,612.70	1,721,507.90	264,895.20
53							
54	7120 · On Call Expenses	2,310.82	2,250.00	(60.82)	31,306.48	27,000.00	(4,306.48)
55							
59							
60	Mortgage & Capital						
61	Maintenance Contracts:7201 · Elevator Contract	2,052.00	1,991.86	(60.14)	20,670.98	23,902.28	3,231.30
62	Maintenance Contracts:7203 · Grounds Contract	16,929.00	1,916.67	(15,012.33)	56,494.00	23,000.00	(33,494.00)
63	Maintenance Contracts:7204 · HVAC Contract	0.00	396.22	396.22	35,556.17	4,754.67	(30,801.50)
64	Maintenance Contracts:7206 · Security Contract	5,632.00	7,000.00	1,368.00	58,010.16	84,000.00	25,989.84
65	Maintenance Contracts:7207 · Snow Removal Contract	0.00	2,166.67	2,166.67	0.00	26,000.00	26,000.00
67	Maintenance Contracts	24,613.00	13,471.42	(11,141.58)	170,731.31	161,656.95	(9,074.36)
68							
69	Maintenance Materials & Supplies						
70	Maintenance Materials & Supplie:7300 · Cleaning Supplies	0.00	68.11	68.11	0.00	817.29	817.29
73	Maintenance Materials & Supplie:7305 · Paint Supplies	0.00	57.28	57.28	459.64	687.33	227.69
74	Maintenance Materials & Supplie:7307 · Plumbing & Heating Supplies	1,403.75	1,092.48	(311.27)	12,282.39	13,109.80	827.41
75	Maintenance Materials & Supplies - Other	1,858.51	0.00	(1,858.51)	24,824.92	0.00	(24,824.92)
77	Maintenance Materials & Supplies	3,262.26	1,217.87	(2,044.39)	37,566.95	14,614.42	(22,952.53)
78							
80	Maintenance & Repairs - General:7326 · Appliance Repair	0.00	2,608.60	2,608.60	290.00	31,303.15	31,013.15
81	Maintenance & Repairs - General:7330 · Carpet Cleaning	435.50	319.57	(115.93)	4,613.43	3,834.82	(778.61)
82	Maintenance & Repairs - General:7335 · Compactor/Shute Repair	0.00	32.07	32.07	0.00	384.81	384.81
83	Maintenance & Repairs - General:7338 · Doors & Locks	0.00	538.46	538.46	0.00	6,461.54	6,461.54
84	Maintenance & Repairs - General:7342 · Electrical Inspection	0.00	170.92	170.92	0.00	2,050.99	2,050.99
85	Maintenance & Repairs - General:7343 · Electrical Repairs	0.00	1,134.94	1,134.94	0.00	13,619.31	13,619.31
86	Maintenance & Repairs - General:7345 · Elevator Inspection/Licence	0.00	57.85	57.85	629.64	694.16	64.52
88	Maintenance & Repairs - General:7356 · Fire System Inspection	0.00	537.25	537.25	10,857.00	6,447.01	(4,409.99)
89	Maintenance & Repairs - General:7357 · Fire System Supply & Repair	0.00	325.71	325.71	0.00	3,908.50	3,908.50
92	Maintenance & Repairs - General:7361 · Garage Door Repair	564.30	151.10	(413.20)	7,256.18	1,813.22	(5,442.96)
93	Maintenance & Repairs - General:7362 · Garbage Bins/Clean/Replace/Repa	0.00	155.30	155.30	450.00	1,863.60	1,413.60
95	Maintenance & Repairs - General:7364 · General Repair & Maintenance	644.38	321.19	(323.19)	6,066.47	3,854.25	(2,212.22)
96	Maintenance & Repairs - General:7365 · Grounds Maintenance Non Contrac	0.00	0.00	0.00	317.78	0.00	(317.78)
97	Maintenance & Repairs - General:7367 · HVAC Non Contract	0.00	69.40	69.40	0.00	832.74	832.74
99	Maintenance & Repairs - General:7374 · Painting	0.00	290.75	290.75	0.00	3,488.98	3,488.98
100	Maintenance & Repairs - General:7376 · Pest Control	0.00	1,205.46	1,205.46	9,791.70	14,465.48	4,673.78
101	Maintenance & Repairs - General:7378 · Plumbing Repairs	646.64	1,815.93	1,169.29	11,154.38	21,791.15	10,636.77
107	Maintenance & Repairs - General:7399 · Windows & Glass Repair	2,038.92	47.01	(1,991.91)	2,309.78	564.11	(1,745.67)
109	Total Maintenance & Repairs - General	4,329.74	9,781.51	5,451.77	53,736.36	117,377.82	63,641.46
110							
111	Unit Turnovers						
118							
119	Administration:7500 · Advertising	0.00	0.00	0.00	(7.00)	0.00	7.00
121	Administration:7504 · Board Meeting & Member Expenses	0.00	217.81	217.81	621.12	2,613.67	1,992.55
122	Administration:7506 · Audit	2,052.00	791.67	(1,260.33)	14,437.28	9,500.00	(4,937.28)
123	Administration:7510 · Bank Fees	237.22	250.00	12.78	2,245.96	3,000.00	754.04
124	Administration:7513 · Computer Software/Licences	0.00	101.18	101.18	440.70	1,214.18	773.48
126	Administration:7516 · Conferences & Education	0.00	0.00	0.00	215.46	0.00	(215.46)
128	Administration:7527 · Internet	0.00	215.63	215.63	527.88	2,587.54	2,059.66
129	Administration:7528 · Legal	20,978.38	1,250.00	(19,728.38)	37,945.92	15,000.00	(22,945.92)
130	Administration:7530 · Membership Fee - CHFT	0.00	724.91	724.91	5,074.37	8,698.92	3,624.55

Line v	Description	Monthly Actual	Monthly Budget	Monthly Variance	YTD Actual	YTD Budget	YTD Variance
		Begin: 01 Apr 2022 End: 30 Apr 2022	Begin: 01 Apr 2022 End: 30 Apr 2022		Begin: 01 Jul 2021 End: 30 Jun 2022	Begin: 01 Jul 2021 End: 30 Jun 2022	
131	Administration:7531 · Membership Fee - CHFC	775.56	780.06	4.50	16,298.48	9,360.77	(6,937.71)
132	Administration:7532 · Miscellaneous Expense	291.83	940.81	648.98	20,184.76	11,289.72	(8,895.04)
133	Administration:7535 · Office Equipment New & Repair	0.00	0.00	0.00	460.67	0.00	(460.67)
134	Administration:7536 · Office Supplies	559.22	173.12	(386.10)	1,311.46	2,077.49	766.03
136	Administration:7539 · Postage & Courier	0.00	28.00	28.00	0.00	336.04	336.04
137	Administration:7540 · Photocopy Lease/Printing & Pape	814.30	250.00	(564.30)	3,233.34	3,000.00	(233.34)
139	Administration:7544 · Telephone Basic & Cell	1,518.01	1,083.33	(434.68)	13,332.80	13,000.00	(332.80)
140	Administration:7602 · Social Committee	0.00	0.00	0.00	2,024.17	0.00	(2,024.17)
147	Administration	27,226.52	6,806.52	(20,420.00)	118,347.37	81,678.33	(36,669.04)
148							
149	Total Expenses	208,634.35	256,900.59	48,266.24	2,440,310.96	3,082,806.54	642,495.58
150							
151	Net Income	53,883.72	3,247.25	(50,636.47)	476,332.31	38,967.57	(437,364.74)

Court File No. CV-22-00688248-00CL

BETWEEN

CITY OF TORONTO and

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

(Applicant)

(Respondent)

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

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