

EXPLANATION**A By-law to amend the
Zoning and Development By-law
re miscellaneous text amendments**

After the public hearing on April 17, 2007, Council resolved to amend the Zoning and Development By-law to make miscellaneous text corrections. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Miscellaneous text amendments



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. From section 3.2.1A of the MC-1 and MC-2 Districts Schedule, Council strikes out "2.2.A", and substitutes "2.2.1A".
3. After section 1.1(b) of the CD-1 District Schedule, Council adds:

"1.2 Sections 2 to 12 of this By-law apply to each area zoned CD-1 unless the CD-1 by-law for an area states expressly that one or more particular sections do not apply."
4. In section 4.7.3 of the RM-1 and RM-1N Districts Schedule, Council:
 - (a) from subsection (e), deletes "and"; and
 - (b) to subsection (f), after the semi-colon in clause (ii), adds "and".
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend
the CD-1 By-law for 801 West Georgia Street
re miscellaneous text amendments**

After the public hearing on April 17, 2007, Council resolved to amend this CD-1 By-law to make miscellaneous text corrections. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

801 West Georgia Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 8536

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. From the first column of section 6 of By-law No. 8536, Council strikes out "hotel sleeping rooms".
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Downtown Official Development Plan By-law
re miscellaneous text amendments**

After the public hearing on April 17, 2007, Council resolved to amend the D ODP By-law to make miscellaneous text corrections. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Miscellaneous text amendments



BY-LAW NO. _____

**A By-law to amend Downtown Official
Development Plan By-law No. 4912**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. In the Downtown Official Development Plan By-law:
 - (a) from subsection 2 of Section 1 and from the second paragraph of Section 4, Council strikes out “ ‘C1’, ”; and
 - (b) from subsection 2A of Section 1, Council strikes out “, ‘C1’, ”.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
re miscellaneous text amendments**

After the public hearing on April 17, 2007, Council resolved to amend the Sign By-law to make miscellaneous text corrections. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Miscellaneous text amendments



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. From section 9.2 of the Sign By-law, Council:
 - (a) strikes out “RS-1S,” and “RS-5S,”;
 - (b) after “RS-6”, adds “RS-7,”; and
 - (c) after “RT-9,”, adds “RT-10 and RT-10N, RM-1 and RM-1N,”.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
re miscellaneous text amendments**

On April 17, 2007, Council resolved to amend the Parking By-law to make miscellaneous text corrections. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Miscellaneous text amendments



BY-LAW NO. _____

A By-law to amend Parking By-law No. 6059

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council repeals section 4.7.2(a)(iv) of the Parking By-law, and substitutes:
 “(iv) if the site has two driveways at the front street, all parking or manoeuvring between them occurs other than between the boundary of the required front yard setback under the Zoning and Development By-law and the front boundary of the site, and”.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend the
CD-1 By-law re Arbutus Centre**

After the public hearing on April 17, 2007, Council resolved to amend the CD-1 By-law for Arbutus Centre to add "adult day care centre" as a use. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

4255 Arbutus Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4634

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of By-law No. 4634.
2. Council re-letters subsections (c) to (f) of section 2 as subsections (d) to (g) respectively.
3. After section 2(b), Council adds:

 “(c) adult day care centre, which means the use of premises to offer health, therapeutic, social, respite, and other care services, programs, and facilities to seniors and other adults, but only on the second floor of the shopping centre;”.
4. To section 2 of Column 1 of Table A, after “Facilities”, Council adds “, Adult Day Care Centre,”.
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**Authorization to enter into a housing agreement
re 237 Keefer Street**

On April 17, 2007, Council approved a recommendation to approve a housing agreement for 237 Keefer Street. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services
May 15, 2007

237 Keefer Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 237 Keefer Street**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a housing agreement with the owner of certain lands described as:

Parcel Identifier: 027-024-504
Lot B
Block 16
District Lot 196
Group 1 New Westminster District
Plan BCP29340

in substantially the form and substance of the housing agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

Page 1 of 9 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Jim Blair
City of Vancouver Law Department
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4
Phone 873-7514 (BTQ/mk) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
027-024-504	Lot B Block 16 District Lot 196 Group 1 New Westminster District Plan BCP29340

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Page 6	Transferee
Priority Agreement	Page 9	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

PACIFIC CROWN INVESTMENT CORPORATION (Incorporation No. 411668)
VANCOUVER CITY SAVINGS CREDIT UNION (as to priority)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	07			PACIFIC CROWN INVESTMENT CORPORATION by its authorized signatories: <hr/> Signature and Printed Name <hr/> Signature and Printed Name
<hr/> (Solicitor) (as to both signatures)				07
<hr/> Bruce T. Quayle, Solicitor City of Vancouver 453 West 12 th Avenue Vancouver BC V5Y 1V4 Phone: 871-6545	07			

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Transferor, Pacific Crown Investment Corporation, (the "Owner") is the registered owner of the following lands and premises in the City of Vancouver:

Parcel Identifier: 027-024-504
Lot B Block 16 District Lot 196 Group 1
New Westminster District Plan BCP29340

(the "Lands")

B. The Owner wishes to redevelop the Lands by carrying out alterations to an existing three-storey, retail/office building situated thereon (the "Building") by:

(i) adding two storeys to it and converting it to retail/residential uses, with the second to fifth-storey levels, inclusive, to be comprised of a total of 30 residential units; and

(ii) reconfiguring the existing, at-grade, open parking area on the Lands, with a relaxation from the City regarding the required parking requirements therefor to permit a reduction in the number of motor vehicle and bicycle parking;

C. The Owner, under Development Permit Application No. DE410451 (the "DP Application"), has applied to the City for a development permit for that purpose.

D. The City has approved the DP Application subject to, among other things, the terms and conditions of this Agreement.

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and other good and valuable consideration passing from each party to the other (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

Housing Agreement

1. Pursuant to Section 565.2 of the *Vancouver Charter* SBC 1953 c.55, the Owner covenants and agrees that:

(a) prior to the City issuing any occupancy permit for the Building after this Agreement is registered on title to the Lands, the Owner will construct twelve (12) residential units within the Building's second storey level and, at all times for fifteen (15) years after such issuance of an occupancy permit (the "Required Rental Period"), the Owner will keep and maintain all such residential units in good and habitable condition and make them available for use exclusively as low income rental

housing for seniors in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia (the "Seniors Units");

- (b) each of the Seniors Units is to be occupied only by single persons at least 60 years of age or two persons cohabiting, at least one of whom is at least 60 years of age, receiving assistance from the Province of British Columbia under its Shelter for Elderly Renters Program ("SAFER") or, in the City's discretion, from a similar governmental program;
- (c) If SAFER is discontinued or changed at any time after this Agreement is registered on title to the Lands, the Owner, on the City's request, will accept and sign a modification of this Agreement setting out, at the City's discretion:
 - (i) income levels for singles and couples to qualify to occupy the Seniors Units and the manner of adjustment of such income levels over time;
 - (ii) whether or to what extent persons occupying the Seniors Units must be in receipt of rent subsidies; and
 - (iii) the maximum monthly rents the Owner may charge for use and occupation of the Seniors Units and the adjustment of such maximum monthly rents over time, except that the Owner will not at any time be required to lower the rents payable for the Seniors Units and such rents will be in amounts approximately the same as those charged and payable and will be adjusted in similar fashion to adjustments made under SAFER before it was discontinued or changed ;
- (d) priority for use of the Seniors Units will be given to eligible persons residing in the City of Vancouver, east of Main Street;
- (e) prior to the signing and registration of any such modification of this Agreement, the monthly rents for the Seniors Units may not be increased;
- (f) the Seniors Units at all times will be let on a month to month basis only;
- (g) rent for use and occupation of the Seniors Units will be charged and payable on a monthly basis only;
- (h) the Owner will maintain a rent roll for each Seniors Unit setting out for each month the name of each resident thereof, the monthly rent payable and the amount of SAFER assistance received for each Seniors Unit and all additional services provided to any Seniors Unit for which the Owner charges any amount in addition to the monthly rent payable therefor. The Owner will keep all such records for a minimum of five (5) years each and will not then destroy or permit

destruction of any of them without the City's express written consent, and the Owner will make all such records available for inspection by the City at any time on reasonable notice. In August of each year the Owner will provide the City with a written statement made under oath by one of its registered directors before a commissioner for taking affidavits for British Columbia setting out that he or she has reviewed the entire rent roll for the preceding calendar year and that:

- (i) the rent roll is complete or detailing how it is incomplete;
 - (ii) all residents of the Seniors Units are qualified to reside therein according to the requirements of this Agreement or, if they are not, provides details regarding those who were not so qualified and where and for how long they did reside or have resided in the Building; and
 - (iii) gives the particulars of residents new to the Seniors Units and of those who have vacated them;
- (i) the Owner will give a copy of this Agreement to each resident of the Seniors Units;
 - (j) prior to the City issuing any occupancy permit for the Building after this Agreement is registered on title to the Lands, the Owner will construct eighteen (18) residential units within the Building's third to fifth storey levels and, at all times thereafter during the Required Rental Period, the Owner will keep and maintain all such residential units in good and habitable condition and make them available to the general public for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia (the "Market Rental Units");
 - (k) the Market Rental Units at all times will be let on a month to month basis only;
 - (l) rent for use and occupation of the Market Rental Units will be charged and payable on a monthly basis only;
 - (m) the amount of rent charged and payable for use and occupation of any of the Market Rental Units at all times will be based reasonably on current market values from time to time for such residential rental accommodation in the part of the City of Vancouver in which they are situated;
 - (n) at all times while this Agreement is in effect, and for five years thereafter, the Owner will prepare and keep monthly rental records in relation to the letting of the Market Rental Units and will make all such records available to the City for inspection at any time on reasonable notice to the Owner. The Owner will keep all such financial records for a minimum of five (5) years each and will not then

destroy or permit destruction of any of them without the City's express written consent.

Section 219 Covenant

2. Pursuant to Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, the Owner covenants and agrees that:

- (a) the Owner will keep and maintain the Lands and the Building in good repair and in a safe, clean, neat and tidy condition at all times after an occupancy permit is or occupancy permits are issued for the Seniors Units and the Market Rental Units, and if, at any time during the Required Rental Period, the Seniors Units or the Market Rental Units are damaged or destroyed the Owner will restore or replace them as soon for use in accordance with this Agreement as soon is reasonably possible;
- (b) If at anytime during a the Required Rental Period the Lands are subdivided by strata plan, none of the strata lots created thereby comprising the Seniors Units and the Market Rental Units may be sold or otherwise transferred separately, one person or entity must own all such strata lots, and all residential strata lots in the Building must continue to be used in accordance with this Agreement for the remainder of that 15 year period; and
- (c) if for any reason at any time during the Required Rental Period, the Building can no longer be used for the purposes contemplated by this Agreement, the improvements on the Lands will be reconfigured within thirty (30) days after such discontinuance of uses so that the parking spaces available thereon are entirely in accordance with the requirements under the City's bylaws.
- (d) The City, at the Owner's request and expense, will discharge this Section 219 Covenant on the expiry of the Required Rental Period.

General

3. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this Agreement must be in writing and will be served on the other party by registered mail, fax or by personal service to:

- (a) For the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: General Manager of Community Services
and Director, Housing Centre

(b) And for the Owner:

To the Owner's address as set out in the certificate of title for the Lands or such other address of which the Owner may notify the City according to the requirements of this Section.

4. Any notice delivered pursuant to this Agreement:

- (a) if delivered by registered mail, will be deemed complete seven days after the day of mailing except where there is a postal service disruption during such period in which case service should be deemed to be completed upon actual delivery of the notice, demand or request;
- (b) if delivered by fax, will be deemed complete on the third business day after the day when the facsimile transmission was transmitted; and
- (c) if delivered by hand will be deemed complete two days after the day of delivery.

5. This Agreement may be enforced by mandatory and prohibitory court orders. If in any action to enforce this Agreement the City is entitled to court costs from the Owner, then such costs will be payable to the City on an actual costs basis.

6. Whenever the singular or masculine is used herein, the same will be construed as meaning the plural, feminine or body corporate or politic and vice versa where the context or the parties require.

7. The covenants and agreements set forth herein on the part of the Owner will burden and run with and bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated.

8. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns and this Agreement shall enure to the benefit of and be binding upon the Owner and its respective heirs, executors, administrators, successors and assigns.

9. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

10. No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No such waiver of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

11. This is the entire agreement between the parties concerning the subject matter of this Agreement and it may only be amended by a document executed by both the City and the owners in fee simple of the Lands.

12. Nothing contained or implied herein shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Vancouver Charter*, S.B.C. 1953, c. 55, as amended, and the rights and powers of the City under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relationship to the Lands as if this Agreement had not been executed and delivered by the City and the Owner.

13. The Owner shall, after execution hereof, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other encumbrances except encumbrances in favour of the City.

14. This Agreement shall only be personally binding on the person(s) or entity(s) comprising the Owner in respect of matters arising within the period during which such person or persons respectively have any right, title or interest in the Lands or any part thereof.

15. If the Land Title Office rejects the registration of this Agreement or any interest purported to be granted hereby, then the parties hereto shall re-execute and re-register same in a form and style acceptable to the Land Title Office.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

PRIORITY AGREEMENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS

VANCOUVER CITY SAVINGS CREDIT UNION (the "Chargeholder")
Holder of Mortgage BB357116 and Assignment of Rents BB357117
registered in the Lower Mainland Land Title Office (collectively, the "Charges")
charging the lands described in Section 2 of the General Instrument - Part 1 attached hereto
(the "Lands")

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charges, hereby consents to the granting of the Section 219 Covenant (the "Encumbrance") which is contained in the attached Agreement, and consent and agree that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charges and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this Memorandum and Priority Agreement by causing its authorized signatories to sign the General Instrument - Part 1 attached hereto.

END OF DOCUMENT

EXPLANATION**Impounding By-law amending by-law
re increases in impounding charges**

Enactment of the attached by-law will implement new towing and let-down charges for vehicles impounded by the City, and reflects the increase in the ICBC rate schedule for non-accident tows as specified in the contract approved by Council on September 17, 1998. The last increase took effect on March 1, 2007.

Because the terms of the towing contract approved by Council on September 17, 1998 require the City to put forward to Council an amendment to the Impounding By-law authorizing increased or decreased ICBC rates, this amending By-law is not being submitted to Council pursuant to a Report previously approved by Council but, rather, is accompanied only by this Explanation.

Director of Legal Services
May 15, 2007

BY-LAW NO. _____



**A By-law to amend
Impounding By-law No. 3519
regarding impounding charges**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council repeals Schedule A to By-law No. 3519, and substitutes:

**“SCHEDULE A
SCHEDULE OF IMPOUNDING CHARGES”**

1. For the removal or towing of an impounded vehicle to premises designated by the Chief Constable the charge shall be
 - a) where the vehicle has a Gross Vehicle Weight of 3,628 kg or less \$49.15
 plus, for a towing distance of greater than 6.0 km, \$2.39 per km
 - b) where the vehicle has a Gross Vehicle Weight of 3,629 to 7,257 kg \$80.65
 plus, for a towing distance of greater than 6.0 km, \$2.77 per km
 - c) where the vehicle has a Gross Vehicle Weight of 7,258 kg and over \$160.58
 plus, for a towing distance of greater than 6.0 km, \$7.40 per km

2. Where a towing service is called and attends to remove or tow away an impounded vehicle but before the impounded vehicle is removed or towed away the owner or person in charge of the impounded vehicle requests delivery of the vehicle, the charge shall be
 - a) where the vehicle has a Gross Vehicle Weight of 3,628 kg or less..... \$24.58

EXPLANATION**A By-law to amend the
Single Room Accommodation By-law
re miscellaneous amendments**

On February 15, 2007, Council resolved to make certain miscellaneous amendments to this By-law including an increase in the room fee to \$15,000.00, and approved the amending by-law on May 1, 2007.

Director of Legal Services
May 15, 2007



BY-LAW NO. _____

**A By-law to amend
Single Room Accommodation By-law No. 8733
regarding miscellaneous amendments**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of the Single Room Accommodation By-law.
2. In section 1.2, Council:
 - (a) to the definition of “permanent resident”, after “residence”, adds “, and does so for at least 30 days”; and
 - (b) to the definition of “transient guest”, after “residence”, adds “, and does so for fewer than 30 days”.
3. Council re-numbers section 3.6 as section 3.7.
4. After section 3.5, Council adds:

“Lapse of application for exemption

3.6 If, within 12 months after submission of the application, the applicant does not satisfy Council that the class in respect of which the applicant has applied for an exemption meets the applicable requirements and conditions of exemption set out in section 3.1, the application is to have no further force or effect.”
5. After section 4.4, Council adds:

“Consideration of conversion or demolition permit application

4.4A When deciding on an application for a conversion or demolition permit, Council must consider the recent history of the land and building, and the use and occupancy of the building, that is the subject of the application.”
6. In section 4.5, Council:
 - (a) in subsection (a), strikes out “after the owner has fulfilled those conditions”, and substitutes “only if the owner fulfills those conditions within 12 months after receiving notice of them”;
 - (b) re-letters subsections (c) and (d) as *(d) and (e)* respectively; and
 - (c) after subsection (b), adds:

“(c) issue the conversion permit for a limited time;”.

7. In section 4.6, Council:
 - (a) from subsection (a), strikes out “\$5,000.00”, and substitutes “\$15,000.00”;
 - (b) at the end of subsection (g), strikes out the period, and substitutes a semi-colon; and
 - (c) after subsection (g), adds:
 - “(h) as a condition attached to a conversion or *demolition* permit for a limited time, require the owner to agree with the city, on terms and conditions satisfactory to the city’s Director of Legal Services, on how and when the owner is to restore the applicable designated rooms to their status prior to issuance of the time-limited conversion permit.”
8. To section 4.12(c), at the end, Council adds:

“, and the owner or operator has identified on the annual business license the specific room numbers of all designated rooms which the owner or operator is to set aside for nightly rental”.
9. After section 4.12, Council adds:

“Lapse of application for permit

4.13 If the owner does not fulfil the conditions referred to in section 4.5(a) within 12 months after receiving notice of them or if Council refuses to issue the conversion of demolition permit under section 4.5(e), the application for the permit is to have no further force or effect.”
10. In section 5.2, Council:
 - (a) repeals subsections (a), (b), and (c);
 - (b) adds:
 - “(a) a room registration form, in the form attached to this By-law as Schedule C, completed for each occupant of each designated room;”
and
 - (c) re-letters subsections (d), (e), and (f) as (b), (c), and (d) respectively.
11. In Schedule A to the Single Room Accommodation By-law, Council:
 - (a) repeals all references to the properties bearing the main civic addresses of 434 Richards Street, 909 Richards Street, 746 Richards Street, 24 Water Street, and 347 West Pender Street, and re-numbers the properties accordingly;

(b) repeals the legal description for 333 Columbia Street, and substitutes:

“Parcel Identifier: 005-320-861, Lot 18 and Parcel Identifier: 014-950-219, Lot 19 and Parcel Identifier: 014-950-481, Lot 20, all of Block 8, District Lot 196, Plan 184”; and

(c) from the legal description for 429 West Pender Street, strikes out “Parcel Identifier: 003-501-701” and “Block 26”, and substitutes “Parcel Identifier: 003-122-620” and “Block 25”.

12. The room registration form attached to this By-law as Schedule C is to be Schedule C to the Single Room Accommodation By-law.

13. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

(LETTERHEAD: NAME & ADDRESS OF SRA)ROOM REGISTRATION FORM

ROOM NO. _____

Occupant's

Name: Mr./Mrs./Ms. _____
(Last Name) (First Name) Middle Initials)Date of Birth: ____/____/____ Identification: _____
M D Y (eg. BCID, Birth Certificate, Driver's License, etc.)

Occupancy Type: DAILY / WEEKLY / MONTHLY (circle one)

Date of Arrival or : ____/____/____ Date of Departure or : ____/____/____
Start of Tenancy M D Y End of Tenancy: M D Y**This section must be filled out if a tourist or a daily or weekly tenant occupies this room:**Permanent
Home Address: _____
(Unit No./Street Number/Street Name)_____
(City) (Country)Identification: _____
(Driver's License No. or Passport No. -include City or Country of Origin of ID))**Emergency Contact Information:**In case of emergency, contact: _____
(Name)

Relationship: _____ Tel #: _____

Doctor's Name: _____

Doctor's Address: _____ Tel #: _____

Signature of Occupant_____
Date

In accordance with Section 5.2 of the Single Room Accommodation By-law, an owner must maintain within the building, for the then current calendar year and the three immediately preceding calendar years, records pertaining to each designated room including: (a) a room registration form completed for each occupant of each designated room; and (b) property tax assessment records; and (c) guest ledgers; and (d) rent receipts showing the room number, name of each permanent resident or transient guest, amount of rent, and period of time to which the rent payment applies. For more information contact the City of Vancouver Housing Centre at 604-871-6434.

EXPLANATION

A By-law to amend the Zoning and Development By-law re small businesses

After the public hearing on April 17, 2007, Council resolved to amend the Zoning and Development By-law to lessen the impact of the regulatory framework as it relates to small business. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Small businesses



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. In section 2, Council, under:
 - (a) **“Cultural and Recreational Uses”**, repeals the definition of **“Fitness Centre”**, and substitutes:

“Fitness Centre, which means the use of premises for the development of physical fitness including health centres, gymnasia, racket and ball courts, and reducing salons if the training or instruction is primarily in group sessions or classes but excludes Personal Training Centre;”;
 - (b) **“Cultural and Recreational Uses”**, after **“Park or Playground”**, adds:

“Personal Training Centre, which means the use of premises for the provision of physical fitness or personal training including yoga, pilates, and weight loss if the exercise or instruction is primarily on a one-to-one basis, and the premises do not exceed 200 m² gross floor area;”;
 - (c) **“Office Uses”**, repeals the definitions of **“Health Care Office”** and **“Health Enhancement Centre”**, and substitutes:

“Health Care Office, which means the use of premises by professions in which persons exercise skill or judgement or provide service related to the preservation or improvement of the physical, mental, or emotional health of individuals, or the treatment or care of individuals who are injured, sick, disabled or infirm, including chiropractors, dentists, optometrists, physicians, surgeons, dental hygienists, dental technicians, denturists, dietitians, licensed practical nurses, massage therapists, midwives, naturopathic physicans, nurses (registered), nurse practitioners, occupational therapists, opticians, physical therapists, psychologists, registered psychiatric nurses, traditional Chinese medicine practitioners, and acupuncturists, and other health care and social service practitioners including counsellors and herbalists but which excludes Beauty and Wellness Centre, Detoxification Centre, Health Enhancement Centre, Hospital, Laboratory, Social Service Centre, and Special Needs Residential Facility;

Health Enhancement Centre, which means the use of premises to enhance health through therapeutic touch techniques including shiatsu, reflexology, bio-kinesiology, hellework, polarity, reiki, rolfing, and trager but which excludes **Fitness Centre, Beauty and Wellness Centre, and Personal Training Centre;**”;

- (d) “**Service Uses**”, repeals the definition of “**Barber Shop or Beauty Salon**”, and substitutes:

“**Barber Shop or Beauty Salon**, which means the use of premises for the styling, cutting, or chemical treatment of hair;” and

- (e) “**Service Uses**”, after the definition of “**Barber Shop or Beauty Salon**”, adds:

“**Beauty and Wellness Centre**, which means the use of premises to improve beauty and wellness through styling, cutting , or chemical treatment of hair and through skin and body treatments, including pedicures, manicures, facials, microdermabrasion, electrolysis, waxing, laser, hydrotherapy, anti-aging, skin rejuvenation therapy, aromatherapy, stone therapy massage, and relaxation massage, but which excludes **Fitness Centre and Personal Training Centre;**”.

3. To section 3.2.2.S of Districts Schedule RM-5, RM-5A, RM-5B and RM-5C, after the reference to “**Barber Shop or Beauty Salon**”, Council adds a bullet followed by “**Beauty and Wellness Centre, but only in the RM-5C District**”.

4. To:

- (a) section 2.2.S of each of District Schedules C-1, C-2, C-2C, C-3A, FC-1, and HA-3;
- (b) section 2.2.SV of each of District Schedules C-2B and C-2C1;
- (c) section 2.2.1.S of each of Districts Schedules C-5 and C-6, C-7 and C-8, MC-1 and MC-2, and HA-1 and HA-1A; and
- (d) section 3.2.S of each of District Schedules RM-6, FM-1, M-1, M-1A, and HA-2;

after the reference to “**Barber Shop or Beauty Salon**”, Council adds a bullet followed by “**Beauty and Wellness Centre**” followed by the appropriate punctuation for each section.

5. To section 3.2.1.C of Districts Schedule RM-5, RM-5A, RM-5B and RM-5C, after the reference to “**Museum or Archives**”, Council adds a bullet followed by “**Personal Training Centre, but only in the RM-5C District**”.

6. To:

- (a) section 2.2.C of each of District Schedules C-2, C-3A, and HA-3, after the reference to “**Museum or Archives**”;

- (b) section 2.2.1.C of each of Districts Schedules C-5 and C-6 and HA-1 and HA-1A, after the reference to “Museum or Archives”;
- (c) section 2.2.C of District Schedule FC-1, after the reference to “Library”;
- (d) section 3.2.C of each of District Schedules C-2B, C-2C, C-2C1 and RM-6, after the reference to “Museum or Archives”;
- (e) section 3.2.C of District Schedules C-1, I-3, M-1 and M-1A, after the reference to “Park or Playground”; and
- (f) section 3.2.1.C of each of Districts Schedules C-7 and C-8 and MC-1 and MC-2, after the definition of “Park or Playground”.

Council adds a bullet followed by “Personal Training Centre” followed by the appropriate punctuation for each section.

7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Downtown Official Development Plan By-law
re small businesses**

After the public hearing on April 17, 2007, Council resolved to amend the D ODP By-law to lessen the impact of the regulatory framework as it relates to small business. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Small businesses



BY-LAW NO. _____

**A By-law to amend Downtown Official
Development Plan By-law No. 4912**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. In Section 1 of the Downtown Official Development Plan By-law, Council:
 - (a) to subsection 2B(b) and to clause (c) of the third paragraph of subsection 3, before "general office", adds "beauty and wellness centre,"; and
 - (b) to clause (g) of each of the eighth and ninth paragraphs of subsection 3, after "Barber Shop or Beauty Salon," adds "Beauty and Wellness Centre,".
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION

A By-law to amend the Downtown-Eastside/Oppenheimer Official Development Plan By-law re small businesses

After the public hearing on April 17, 2007, Council resolved to amend the DEOD ODP By-law to lessen the impact of the regulatory framework as it relates to small business. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Small businesses



BY-LAW NO. _____

**A By-law to amend Downtown-Eastside/Oppenheimer
Official Development Plan By-law No. 5532**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. In the Downtown-Eastside/Oppenheimer Official Development Plan By-law, Council:

(a) to section 4.3(b)(ii), before “general office”; and

(b) to section 6.2(c), after “barber or beauty shop,”;

adds “beauty and wellness centre,”.

2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION

License By-law amending by-law re small businesses

The attached by-law will implement Council's resolution of April 17, 2007 to amend the License By-law to lessen the impact of the regulatory framework as it relates to small business.

Director of Legal Services
May 15, 2007

BY-LAW NO. _____



**A By-law to amend License By-law No. 4450
regarding small businesses**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of, and adds provisions to, the License By-law.
2. To section 2, in the appropriate alphabetical order, Council adds:
 - (a) ‘ “Barber Shop or Beauty Salon” means any premises where the primary purpose is the styling, cutting, or chemical treatment of hair.’;
 - (b) ‘ “Beauty and Wellness Centre” means the use of premises to improve beauty and wellness through styling, cutting , or chemical treatment of hair and through skin and body treatments, including pedicures, manicures, facials, microdermabrasion, electrolysis, waxing, laser, hydrotherapy, anti-aging, skin rejuvenation therapy, aromatherapy, stone therapy massage, and relaxation massage but excludes fitness centre and personal training centre.’;
 - (c) ‘ “Health Care Office” means the use of premises by professions in which persons exercise skill or judgment or provide service related to the preservation or improvement of the physical, mental, or emotional health of individuals, or the treatment or care of individuals who are injured, sick , disabled or infirm, including chiropractors, dentists, optometrists, physicians, surgeons, dental hygienists, dental technicians, denturists, dietitians, licensed practical nurses, massage therapists, midwives, naturopathic physicians, nurses (registered), nurse practitioners, occupational therapists, opticians, physical therapists, psychologists, registered psychiatric nurses, traditional Chinese medicine practitioners, and acupuncturists, and other health care and social service practitioners including counsellors and herbalists but excludes beauty and wellness centre, detoxification centre, hospital, health enhancement centre, hospital, laboratory, social service centre, and special needs residential facility.’; and
 - (d) ‘ “Personal Training Centre” means the use of premises for the provision of physical fitness or personal training including yoga, pilates, and weight loss if the exercise or instruction is primarily on a one-to-one basis, and the premises do not exceed 200 m² gross floor area.’.
3. From section 2, Council repeals the definition of:
 - (a) “Fitness Centre”, and substitutes:

EXPLANATION**Parking By-law amending by-law
re small businesses**

On April 17, 2007, Council resolved to amend the Parking By-law to lessen the impact of the regulatory framework as it relates to small business. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Small businesses



BY-LAW NO. _____

A By-law to amend Parking By-law No. 6059

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Parking By-law.

2. Council repeals the title to section 4.2, and substitutes:

“Table of Number of Required and Permitted Accessory Parking Spaces in R, C, M, I, DEOD, and FSD Districts, and Broadway Station Precinct shown outlined in heavy black on Map 4.5.”

3. Council repeals the second paragraph of section 4.2, and substitutes:

“In R, C, M, I, DEOD, and FSD Districts and in Broadway Station Precinct, parking spaces for any building classified in Column 1 must meet the corresponding standard listed in Column 2, except for:

- (a) sub -area 1 of DEOD;
- (b) designated heritage sites in FSD;
- (c) specified uses in Broadway Station Precinct listed in Section 4.5; and
- (d) a fitness centre or personal training centre that does not include racquet and ball courts, school-arts or self improvement, restaurant, health enhancement centre, health care office or animal clinic, that consists of less than 200 m², that is commencing business in an existing building in the C-2, C-3A, C-5, or C-6 zone, and that constitutes a change of use from the previous use in the same premises, in which case the parking standard is the lesser of the number of parking spaces listed in Column 2 for such new use and the number of parking spaces available for the previous use.”

4. Council repeals the first paragraph of section 5.2, and substitutes:

“Loading spaces for any building classified in Column 1 must meet the corresponding standard listed in Column 2, except for Fitness Centre or Personal Training Centre that does not include racquet and ball courts, School-arts or self-improvement, Restaurant, Health Enhancement Centre, Health Care Office or Animal Clinic, that consists of less than 200 m², that is commencing business in an existing building in the C-2, C-3A, C-5 or C-6 zone, and that constitutes a change of use from the previous use in the same premises, in which case the loading standard is at least one Class A space for each 100-200 sq metres of gross floor area.”

5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

**PLEASE SUBSTITUTE THIS BY-LAW
FOR THE ONE PREVIOUSLY DISTRIBUTED
(FOR COUNCIL - MAY 15, 2007)**

15

EXPLANATION

**Building By-law amending by-law
re small businesses**

The attached by-law will implement Council's resolution of April 17, 2007 to amend the Building By-law to assist small businesses.

Director of Legal Services
May 15, 2007

BY-LAW NO. _____



**A By-law to amend Building By-law No. 9419
regarding small businesses**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Building By-law.
2. To Sentence 3.3.1.1.(1), after “(3)”, Council adds “, or required by Sentence (4),”.
3. After Sentence 3.3.1.1.(3), Council adds:
 - “4) Each *suite*, other than a residential *suite*, located at ground level and having direct access to the street must be separated from adjoining *suites* by a *fire separation* having a *fire-resistance rating* not less than 2h.”
4. After Sentence 3.7.2.2.(16), Council adds:
 - “17) Two universal toilet rooms that conform to Sentence 3.7.2.10.(9) may serve an *assembly occupancy*, a *business and personal services occupancy*, a *mercantile occupancy*, or an *industrial occupancy* if
 - a) the *suite* area of the *occupancy* is not more than 200 m²,
 - b) the total *occupant* load of the *occupancy* is not more than 60 persons, and
 - c) at least one of the toilet rooms complies with the requirements of Section 3.8.”
5. Council, from Sentence 3.7.2.2.:
 - (a) (6), strikes out “Sentences (4), (7) and (8)”, and substitutes “Sentences (4), (7), (8) and (17)”;
 - (b) (12), strikes out “Sentence (4)”, and substitutes “Sentences (4) and (17)”;
 - (c) (13), strikes out “Sentences (4) and (16)”, and substitutes “Sentences (4), (16) and (17)”;
 - (d) (14), strikes out “Sentence (4)”, and substitutes “Sentences (4) and (17)”.

6. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

7. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2007

Mayor

City Clerk

EXPLANATION

A By-law to amend Parking By-law No. 6059 regarding parking requirements for multiple residential use

On May 3, 2007, Council resolved to reduce parking requirements for multiple dwellings. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 15, 2007

Parking requirements for multiple residential use



BY-LAW NO. _____

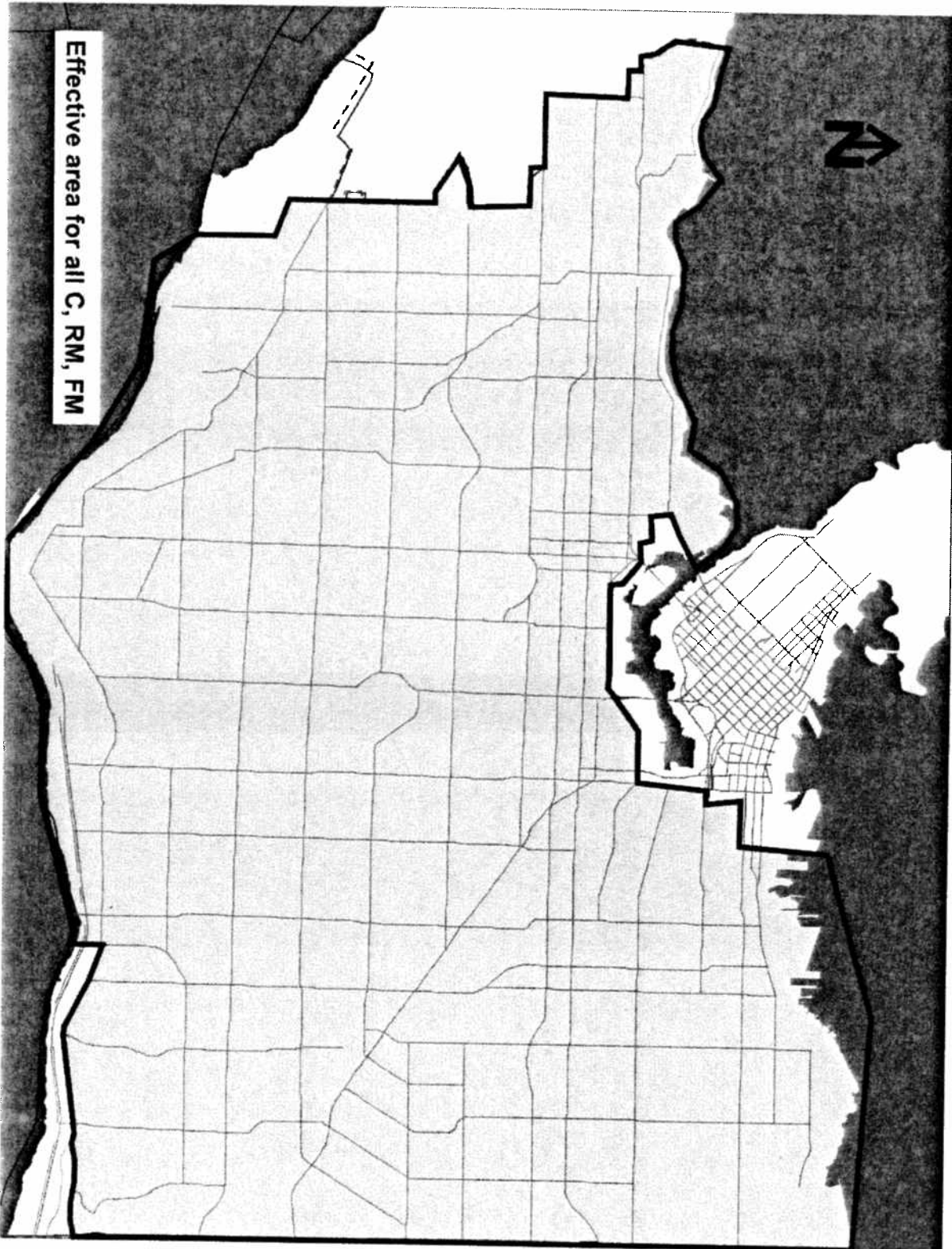
A By-law to amend Parking By-law No. 6059

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated sections of the Parking By-law.
2. To Column 1 of each of sections 4.2.1.3 and 4.2.1.4, Council, after:
 - (a) "C", adds "(except C-5 and C-6)"; and
 - (b) "RM-6", adds ", C-5, C-6".
3. From section 4.2.1.13, Council repeals the paragraph in Column 1 and the first paragraph in Column 2, and substitutes:

4.2.1.13	Despite anything to the contrary in this section 4.2.1, for three or more residential units, or for dwelling units in conjunction with another use: i) in C, RM, or FM located within the area bounded by Burrard Inlet, Boundary Road, Marine Drive, Argyle Street, Fraser River, the boundary between the city and the University Endowment Lands, English Bay, False Creek, Burrard Street, 1 st Avenue, Fir Street, 2 nd Avenue, Lamey's Mill Road, Alder Crossing, 6 th Avenue, 2 nd Avenue, Main Street, Prior Street, Gore Avenue, the lane south of Hastings Street, and Heatley Street; or ii) in portions of C-3A not included above (See Map 4.2.1.13)	A minimum of 0.5 space for every dwelling unit that has less than 50 m ² of gross floor area, and, for every dwelling unit that has 50 m ² or more of gross floor area, at least 0.6 space for every dwelling unit plus one space for each 200 m ² of gross floor area, except that there need be no more than 1.5 spaces for every dwelling unit
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4. The following Map 4.2.1.13 is to form part of the Parking By-law immediately before section 4.3.



Map 4.2.1.13

5. Council repeals section 4.5.1, and re-numbers sections 4.5.2, 4.5.3, 4.5.4, and 4.5.5 as 4.5.1, 4.5.2, 4.5.3, and 4.5.4 respectively.

6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk