

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 120 Jackson Avenue**

On March 17, 2011, Council approved a recommendation to approve a Housing Agreement for 120 Jackson Avenue. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into the Housing Agreement with the land owner.

Director of Legal Services
March 17, 2011

120 Jackson Avenue



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 120 Jackson Avenue**

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:

City of Vancouver
PID: 028-357-957
Parcel A (Being a Consolidation of Lots 1 and 2, See BB1713741)
Block 42
District Lot 196
Group 1
New Westminster District Plan 196

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 _____, 2011

Mayor

City Clerk

HOUSING AGREEMENT
120 Jackson Avenue

THIS AGREEMENT dated for reference the ____ day of _____, 2011

BETWEEN:

ATIRA WOMEN'S RESOURCE SOCIETY
(Incorporation No. 179675)
101 East Cordova Street
Vancouver, British Columbia
V6A 1K7

(the "Owner")

OF THE FIRST PART

AND:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of all and singular that certain parcel or tracts of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

City of Vancouver
Parcel Identifier: 028-357-957
Parcel A (Being a Consolidation of Lots 1 and 2, See BB1713741) Block 42
District Lot 196 Group 1 New Westminster District Plan 196;

(the "Lands").

B. The Lands are developed with a rooming house called the International Inn (the "Building").

C. Pursuant to the Single Room Accommodation By-law (the "By-law"), each residential room in the Building is designated as single room accommodation.

D. The Owner wishes to repair or alter all of the residential rooms in the Building. Such repairs or alterations are considered to be a conversion under the By-law which requires a permit.

E. This housing agreement is a condition of the City's council approving the permit for conversion of the residential rooms of the Building.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 565.2 of the *Vancouver Charter* as follows:

1. In this agreement the following terms shall have the following meanings:
 - (a) "Act" means the *Employment and Assistance Act*, S.B.C. 2002, Chapter 40 and amendments thereto and re-enactments thereof and successor legislation;
 - (b) "Designated Rooms" means all of the residential rooms in the Building; and
 - (c) "Regulation" means the regulations made from time to time pursuant to the Act.
2. The Owner shall make reasonable efforts to keep all the Designated Rooms rented to natural persons pursuant to the *Residential Tenancy Act*.
3. All tenancy agreements for Designated Rooms shall be from month to month. No tenancy agreement for a Designated Room shall be for a fixed term.
4. The rent for each Designated Room shall only be charged and payable monthly.
5. The monthly rent for each Designated Room shall not exceed the maximum monthly shelter allowance from time to time for a one person family unit set out in the monthly shelter allowance table of the Regulation. As of July 1, 2010 such maximum monthly shelter allowance was \$375.00.
6. For each Designated Room the Owner shall keep and maintain a continuous record of the names of the tenants, the start and finish of each tenancy and the date and amount of each rent increase. For each Designated Room this record shall also include a true copy of each tenancy agreement. The Owner shall keep these records in the Building in a fireproof container. On reasonable notice the City may inspect and copy these records at any time and at least every 6 years the Owner may require the City to inspect these records. As to those records inspected by the City, the Owner may destroy same 6 months following inspection by the City except those records concerning current tenants and those records for which the City expressly requires preservation. The City will not require preservation of any record unless the City believes it may be inaccurate or may not conform to the requirements of this agreement.
7.
 - (a) This agreement shall not apply to the single family house on the Lands having the civic address of 502 Alexander Street.
 - (b) This agreement shall not apply to the container (modular) housing on the Lands.

8. This agreement shall continue in full force and effect for the life of the Building.
9. This agreement may be enforced by mandatory and prohibitory orders of the court.
10. In any action concerning this agreement the City may seek punitive damages.
11. In any action concerning this agreement the City shall be entitled to court costs on a solicitor and own client basis.
12. 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 shall be served on the other party by registered mail, fax or by personal service to the following address for each party:

City of Vancouver
 Suite 501 - 111 West Hastings Street
 Vancouver, British Columbia V6B 1H4

Attention: Assistant Director of Housing Policy

Atira Women's Resource Society
 101 East Cordova Street
 Vancouver, British Columbia
 V6A 1K7

If made by registered mail, service of any such notice, demand or request will be deemed complete seven days after the day of mailing except if there is a postal service disruption during such period in which case service will be complete seven days following cessation of the disruption.

If made by facsimile transmission, service of any such notice, demand or request will be deemed complete on the third business day after the day when the facsimile transmission was transmitted.

If delivered, service of any such notice, demand or request will be deemed complete two days after the day of delivery.

Any party from time to time, by notice in writing served upon the other party, may designate a different address, or additional persons to which all notices, demands or requests are to be addressed.

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

14. This Agreement shall enure to the benefit of and be binding upon the Owner and its successors, trustees and assigns and all parties claiming through them and this Agreement shall enure to the benefit of and be binding upon the City and its successors and

assigns and this Agreement shall charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors.

IN WITNESS WHEREOF the Owner has caused its authorized signatories to sign and date this agreement as set out hereunder and the City has caused its authorized signatory to sign and date this agreement as set out hereunder.

Execution Date

Y M D

Officer:

Party:

ATIRA WOMEN'S RESOURCE SOCIETY by its authorized signatories:

(Solicitor)

11

Sign and Print Name:

Sign and Print Name:

CITY OF VANCOUVER by its Authorized Signatory:

Joe Stubbs, Solicitor
City of Vancouver
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4
604-873-7504

11

Approved by By-law No. _____

END OF DOCUMENT