



POLICY REPORT
DEVELOPMENT AND BUILDING

Report Date: February 4, 2014
Contact: Kent Munro
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VanRIMS No.: 08-2000-20
Meeting Date: February 18, 2014

TO: Vancouver City Council
FROM: General Manager of Planning and Development Services
SUBJECT: CD-1 Rezoning: 3323-3367 East 4th Avenue (Beulah Garden)

RECOMMENDATION

- A. THAT the application, by Integra Architecture Inc. on behalf of Beulah Garden Homes Society, to rezone 3323-3367 East 4th Avenue [*Lots 33, 34 and A, Block 91, Section 29, Town of Hastings Suburban Lands Plan 3672; PIDs: 011-086-745, 004-583-345, and 012-336-858 respectively*] from RT-2 (Two-Family Dwelling) District to CD-1 (Comprehensive Development) District, to increase the permitted floor space ratio from 0.75 to 1.45 and building height from 9.2 m (30.0 feet) to 14 m (46 feet) to allow development of a residential building, be referred to a Public Hearing, together with:

- (i) plans prepared by Integra Architecture Inc., received September 9, 2013;
- (ii) draft CD-1 By-law provisions, generally as presented in Appendix A; and
- (iii) the recommendation of the General Manager of Planning and Development Services to approve, subject to conditions contained in Appendix B;

FURTHER THAT the Director of Legal Services be instructed to prepare the necessary CD-1 By-law generally in accordance with Appendix A for consideration at Public Hearing.

- B. THAT, subject to enactment of the CD-1 By-law, the Parking By-law be amended to include this CD-1 and to provide parking regulations generally as set out in Appendix C;

FUTHER THAT the Director of Legal Services be instructed to bring forward the amendment to the Parking By-law at the time of enactment of the CD-1 By-law.

- C. THAT, if after Public Hearing Council approves in principle this rezoning and the Housing Agreement described in section (c)5 of Appendix B, the Director of Legal Services be instructed to prepare the necessary Housing Agreement By-law to secure all units in this

development as life lease housing for 60 years or the life of the building, whichever is longer, subject to a no-separate-sales covenant and a non-stratification covenant and such other terms and conditions that are described in Appendix B and as may be required at the discretion of the Director of Legal Services and the Managing Director of Social Development, with the by-law to be brought forward to Council for enactment prior to enactment of the CD-1 By-law contemplated by this report.

- D. THAT, if after Public Hearing Council approves in principle this rezoning and the Housing Agreement described in section (c)6 of Appendix B, the Director of Legal Services be instructed to amend Housing Agreement By-law no. 8885, notice of which is registered in the Land Title Office under number BX462599, against title to the adjacent sites at 2075 Cassiar Street (the “Beechwood” building) and 3355 East 5th Avenue (the “Cedars” building) to secure an additional seven rental units at 2075 Cassiar Street for low-income seniors, as a mitigation measure for the loss of the seven existing rental units on the rezoning site, and on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require, with the by-law to be brought forward to Council for enactment prior to enactment of the CD-1 By-law contemplated by this report.
- E. THAT Recommendations A through D be adopted on the following conditions:
- (i) THAT the passage of the above resolutions creates no legal rights for the applicant or any other person, or obligation on the part of the City; any expenditure of funds or incurring of costs is at the risk of the person making the expenditure or incurring the cost;
 - (ii) THAT any approval that may be granted following the Public Hearing shall not obligate the City to enact a by-law rezoning the property, and any costs incurred in fulfilling requirements imposed as a condition of rezoning are at the risk of the property owner; and
 - (iii) THAT the City and all its officials, including the Approving Officer, shall not in any way be limited or directed in the exercise of their authority or discretion, regardless of when they are called upon to exercise such authority or discretion.

REPORT SUMMARY

This report assesses an application to rezone the site at 3323-3367 East 4th Avenue from RT-2 (Two-Family Dwelling) District to CD-1 (Comprehensive Development) District to increase the permitted floor space ratio from 0.75 to 1.45 and building height from 9.2 m (30.0 feet) to 14 m (46 feet) to allow development of a residential building, consisting of 54 life lease units targeted for seniors over the age of 60 years.

This application responds to the recommendations of the Mayor’s Task Force on Housing Affordability and particularly, to the Interim Rezoning Policy for Increasing Affordable Housing Choices Across Vancouver’s Neighbourhoods. Staff have assessed the application and conclude that it is supported by City policies, and therefore recommend that it be approved, subject to a Public Hearing and to conditions outlined in Appendix B.

COUNCIL AUTHORITY/PREVIOUS DECISIONS

Relevant Council policies for this site include:

- Interim Rezoning Policy on Increasing Affordable Housing Choices Across Vancouver's Neighbourhoods (2012)
- Housing and Homeless Strategy (2011)
- Rental Housing Stock Official Development Plan (2007)
- Hastings-Sunrise Community Vision (2004)
- Green Building Rezoning Policy (2010)
- Community Amenity Contributions - Through Rezoning (1999).

REPORT

Background/Context

1. Site and Context

The subject site is situated on East 4th Avenue between Rupert and Cassiar streets (Figure 1), part of the Hastings-Sunrise community. At 3,416 m² (36,777 sq. ft.), the site consists of three legal parcels and has a frontage of 90.4 m (296.6 feet), which is 70% of the entire block fronting 4th Avenue. The site has a lot depth of 37.8 m (124.0 feet).

Figure 1 – Site and Surrounding Zoning



The site and the four remaining lots in the same block are zoned RT-2. The city block directly across from the site to the south is zoned CD-1 (9) and contains three buildings that are part of the Beulah Garden Homes Society's campus. East and north of the site are detached houses zoned RS-1. Sunrise Park is to the west.

The subject site, currently occupied by two detached houses and four duplexes, is a significantly sloped site. It drops 6.87 m (22.5 feet) from west to east and has a cross-fall of 2.46 m (8.0 feet) from south to north.

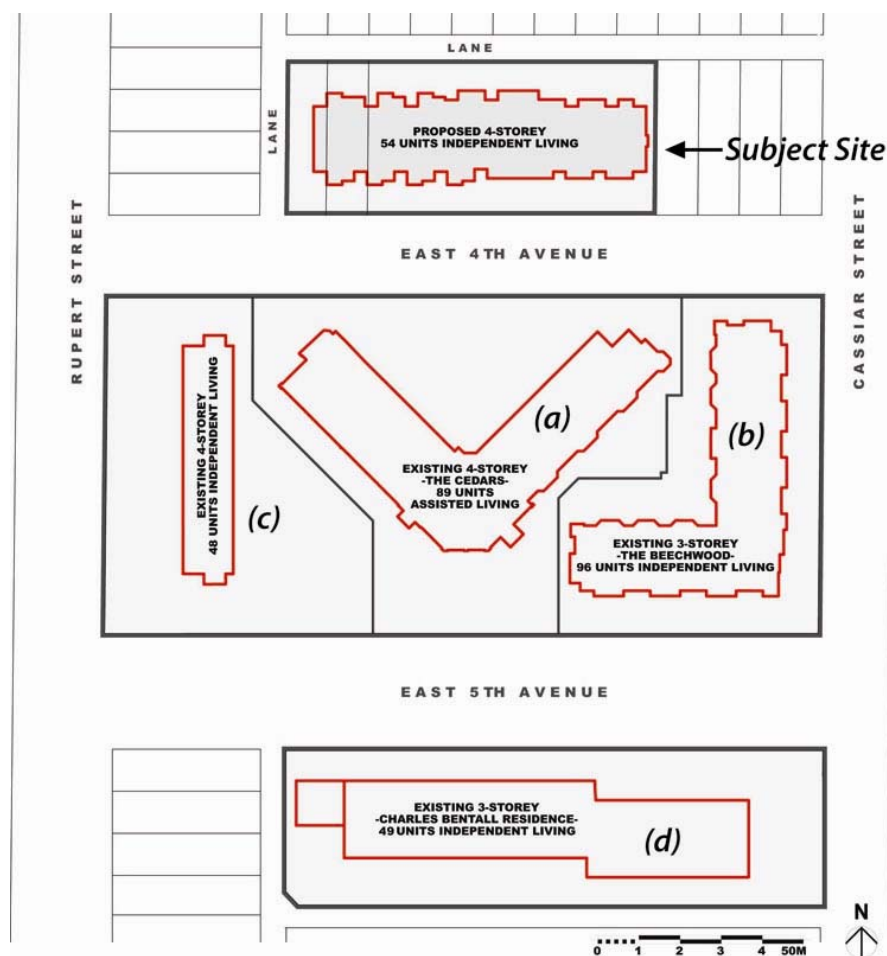
2. Background

Beulah Garden Homes Society (the “Society”) is a non-profit organization offering a variety of affordable housing options for seniors seeking independent living accommodation and assisted living residential care. The Society has been in operation in the Lower Mainland for over 60 years. Its mission statement is that it “*is committed to the provision of affordable housing, services and activities for seniors so as to produce the best possible quality of life in a comfortable, caring, healthy, relaxed and secure environment*”.

The subject site forms part of the Society’s East Vancouver seniors living campus. The proposed development is envisioned as part of the growth of the campus, which currently includes the following buildings (see Figure 2):

- (a) **3355 East 5th Avenue (The Cedars)** – four-storey building containing 89 subsidized assisted living units, a community health office and an adult day care;
- (b) **2075 Cassiar Street (The Beechwood)** – three-storey building containing 96 independent living units, 61 of which are secured by a housing agreement with the City to serve Core Need Households;
- (c) **2050 Rupert Street** – four-storey building containing 48 independent living units; and
- (d) **3350 East 5th Avenue (Charles Bentall Residence)** – three-storey building containing 49 Rent-Geared-to-Income (RGI) social housing units, the reception and administrative offices for the campus, and a dining and activity centre.

Figure 2 – Beulah Garden Homes Society Senior Living Campus



3. Policy Context

Housing and Homelessness Strategy – On July 29, 2011 Council endorsed the Housing and Homelessness Strategy which includes strategic directions to encourage a housing mix in all neighbourhoods that will increase the availability of well-maintained and suitable housing types and tenures for a diverse population.

The Three-Year Action Plan 2012-2014 identifies priority actions to achieve some of the strategy's goals. One priority action is the use of regulatory tools to encourage a variety of housing types and tenures that meet the needs of diverse households.

Interim Rezoning Policy on Increasing Affordable Housing Choices Across Vancouver's Neighbourhoods – On October 3, 2012, Council approved an Interim Rezoning Policy aimed at encouraging innovation and enabling real examples of affordable and innovative housing types. These examples will be tested for potential wider application to provide ongoing housing opportunities across the city. This policy is one component of a broad action plan that responds

to the recommendations of the Mayor's Task Force on Housing Affordability by delivering a set of actions to address the challenges of housing affordability in the city. Rezoning applications, considered under the Affordable Housing Choices Interim Rezoning Policy, must meet a number of criteria regarding affordability, location and form of development.

a. Affordability

Applications must demonstrate an enhanced level of affordability, beyond that provided through the delivery of a generally more affordable housing type alone. Proposals must demonstrate the viability of one of the following, as well as the ability to maximise the level of affordability in the project:

- 100% of the residential floor space is rental housing;
- units are sold for at least 20% below market value and include a secure mechanism for maintaining that level of affordability over time (e.g. resale covenant, 2nd mortgage, etc.);
- innovative housing models and forms of tenure such as cohousing, when they can demonstrate enhanced affordability as determined by the City; or
- a Community Land Trust model is employed to secure increasing affordability over time.

This project is proceeding on the basis of being an innovative housing model and form of tenure with an initial enhanced affordability of 85% of market value, progressing to 80% of market value over a period of time.

b. Location and Form of Development

Housing models that meet the affordability criteria above would be required to further conform with the following form of development criteria, based on location:

- within approximately 100 m of an arterial street (i.e., 1½ blocks), ground-oriented forms up to a maximum of 3.5 storeys; or
- fronting on an arterial that is well served by transit and within close proximity (i.e., a five-minute walk or 500 m) of an identified neighbourhood centre or local shopping area, mid-rise forms up to a maximum of six storeys.

Proposals are subject to urban design performance (including consideration of shadow analysis, view impacts, frontage length, building massing, setbacks, etc.) and demonstration of a degree of community support.

Strategic Analysis

1. Proposal

This application proposes a four-storey residential form. The building would consist of 54 residential units, comprised of eight one-bedroom suites and 46 two-bedroom suites, targeted for independent living for people aged 60 years and older. The units would be occupied by residents under a life lease tenure as described later in the report. A common amenity space is proposed, however there is no common cooking facility or meal service on site. The building and all units within the building are designed to be universally accessible. As the building is proposed to be part of the Beulah Garden Homes Society senior living campus, residents would have access to services located in other buildings on the campus.

2. Land Use

Consistent with the intent of Affordable Housing Choices Interim Rezoning Policy, this application seeks to develop a residential building on a site that is within 100 m (328 feet) of Rupert Street, which is an arterial street. The proposed 54 life lease units are targeted to people over the age of 60 years, with an enhanced level of affordability as discussed in the following two sections. This supports the policy intent of provision of diverse and innovative forms of affordable housing.

This application is also consistent with the Hastings-Sunrise Community Vision, where affordable housing for seniors that is secured by a housing agreement can be considered through a rezoning.

3. Life Lease Housing

The application proposes to meet the affordability criteria of the Affordable Housing Choices Interim Rezoning Policy by offering independent living for seniors with a life lease tenure.

A life lease is a contract in the form of lease between a registered owner of a building and a life leaseholder, with a fixed term which, in the case of this proposal, is 29 years and offered to persons 60 years and older. Essentially, the residents of a life lease project are purchasing a “right to occupy” a dwelling unit. A life lease is paid in advance. Under this proposal, there would be a 10% deposit upon signing an offer to lease and the balance of the lease must be paid in full at closing and occupancy. At the end of the term, or upon notice of termination allowed for in the lease, the amount advanced is returned to the leaseholder, less a “marketing and occupancy fee”, estimated by the applicant as 5% to 8% of the amount paid. In addition, what may also be deducted from the amount paid include other costs owing by the leaseholder to the Society. As stated by the applicant, the value of the life lease for each unit would be based on a pro rata allocation of the unit’s costs as a percentage of the total development costs, generally based on the floor area of the unit as a percentage of the total building area.

In 2003, Canada Mortgage and Housing Corporation (CMHC) estimated that there were about 200 life lease housing projects in Canada, mostly in Ontario and Manitoba. In 2007, a conservative estimate of the number of life lease housing projects in Canada was 287. This 40 per cent increase in three years may be an indication that, with the rapid aging of the Canadian population, the popularity of life leases will continue to grow.

According to CMHC, most life leases in Canada have been sponsored by community based non-profit organizations such as churches, service clubs or ethnic groups. They are designed specifically for a seniors’ market, catering to older homeowners with significant home equity, and include features and amenities that appeal to seniors.

CMHC states advantages of a life lease can include:

- Life lease projects provide older individuals and couples with an opportunity to move into smaller and usually more affordable housing than their previous homes. That housing typically provides a security of tenure, access to communal facilities and services, and the assurance that their neighbours will fall in a certain age group.

- The tenure arrangement also enables non-profit organizations to provide more affordable housing for seniors and also to protect that affordability for subsequent residents. This can be achieved through capping the value of the leaseholders' investment that can be redeemed at the termination of the life leases.

Potential issues of a life lease outlined by CMHC include:

- Life leases are a relatively new form of tenure that is typically not covered by legislation, and not well understood by many lawyers.
- The range of terms, conditions and life lease options that are available can be quite confusing to buyers who may not fully understand the ramifications of the choices they make. Independent legal advice may be required for potential residents, as well as for sponsors.
- The introduction of this tenure option in a jurisdiction could raise various issues, including questions about protecting the investments of the residents in the event of bankruptcy or other unforeseen problems.

In a paper published in 2007, CMHC points out that many of the potential issues related to consumer protection are within the legislative power of the provinces and recommends consideration be given in each province to creating life lease legislation. Currently Manitoba is the only province to have enacted legislation specific to life lease housing: the *Life Leases Act*. In BC, there is legislation that regulates certain aspects of life lease housing, such as the *Real Estate Act* and the *Real Estate Development Marketing Act*.

The City of Vancouver has one project that has a life lease element to it. The Performing Arts Lodge (PAL) at 581 Cardero Street opened in 2006. This project provides 99 one-bedroom and 12 two-bedroom units as social housing to seniors who are or were active in performing arts in the city.

Beyond Vancouver, the nearest example of a life lease project is Elim Village at 9025 160 Street in Surrey. The applicant states that the life lease model contemplated in the subject rezoning would be similar to that of this project in Surrey. Elim Village is a seniors living campus operated by a faith-based non-profit society. Similar to Beulah Garden, various forms of housing and care facilities for seniors are available at Elim Village. Independent living is provided in a life lease project consisting of 36 duplex houses and 214 apartment units in five 3-storey buildings. The City of Surrey rezoned the site from Multiple Residential (RM) to Comprehensive Development (CD) in 2005 to enable the development. A housing agreement was required by Surrey to be registered on the title of the lands. The project was completed and opened in 2010.

Beulah Garden Homes Society's attraction to the life lease model is to retain ownership control of the housing project and, in the long term, effectively finance the real estate asset with no interest, as the revenues realized from the lease cover the cost of the development.

The attraction to a resident, as described by the applicant, is that a life lease provides security of tenure to a senior who wishes to live independently in a like-minded, compatible community. The residents receive a discount to the cost of purchasing a property outright and, on termination of the lease, this initial payment is returned to them minus a 5%-8% fee. The prepaid lease means that there is certainty to the seniors because, unlike rents, the lease is not subject to increases during the period of the agreement. The monthly fees are allocated to cover the ongoing maintenance and management of the building, including such items as

utilities, property taxes and capital reserve funds. Monthly fees for units at Elim Village, that are comparable in floor area to those proposed at Beulah Garden, ranged from \$380 to \$493 in an estimate provided in 2010 to prospective residents. The applicant will provide estimates for monthly fees at the Beulah Garden life lease project once the building systems are finalized and a budget can be prepared. These estimates will be included in the disclosure statement available to prospective residents.

Lastly, life lease would provide flexibility to both the resident (the life leaseholder) and the Society by offering both parties the ability to respond to the eventual and inevitable issue of aging in place, and the changing care needs residents may undergo. The advantage is the liquidity offered the senior, should their health change dramatically and quickly. The Society will refund the initial payment which, although not increased in value, provides a certain return and is better than if the resident was only a renter, where the rent paid would not be refunded. Conversely, where a resident does stay longer than the 29-year term of the lease, the Society would allow for extension of the lease at no cost to the resident.

Beulah Garden Homes Society state that their Christian faith perspective and principles are important to the seniors housing and care provided at the campus. While prospective tenants will be made aware of and requested to be respectful of the faith perspective of the Society, units will be made available to people of all faiths and/or having no faith.

4. Life Lease and Affordable Housing Choices Interim Rezoning Policy

In terms of meeting the affordability criteria of the Affordable Housing Choices Interim Rezoning Policy, the following aspect is outlined by the applicant in which this particular life lease model would have an advantage over a typical market housing project – the initial offering price of the lease will be 85% of market value which will reduce down to 80% of market value over time. The applicant is proposing to maintain the initial offering price of the lease for the first seven years after occupancy, and, on any resale made thereafter, to cap the lease value at no more than 80% of market value to new applicants.

The following is an illustrative example, provided by the Beulah Garden Homes Society, demonstrating how increasing affordability is achieved during the first seven years of the project, as the Society proposes to not increase the price when selling to a new applicant during that initial period of seven years. At Year 8 and beyond, it is proposed that the price to lease a unit by a new applicant will be no more than 80% of market value.

Figure 3 – Illustrative Example of Market vs. Life Lease Pricing Comparison - Two-Bedroom Unit

Unit Type ¹	Growth Factor ²	Initial Offering	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Market Two-Bed	2.00%	\$550,000	\$561,000	\$572,220	\$583,664	\$595,338	\$607,244	\$619,389	\$631,777	\$644,413
Life Lease Two-Bed	0.00%	\$470,000 ³	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	up to \$515,553
Cash Savings ⁴		\$80,000	\$91,000	\$102,220	\$113,664	\$125,338	\$137,244	\$149,389	\$161,777	\$128,860 or more
Percent of Market Value		85.45%	83.78%	82.14%	80.53%	78.95%	77.40%	75.88%	74.39%	up to 80.00%

1. A "Market Two-Bed" is a typical strata-titled two-bedroom unit. A "Life Lease Two-Bed" is a comparable two-bedroom unit, but is not strata-titled and is under a life lease tenure.
2. "Growth Factor" refers to the assumed increase in market housing prices per year.
3. The initial marketing prices for all life lease units in the proposed development are estimated to be approximately 85% of the market values of comparable strata-titled units in the area (to be determined).
4. "Cash Savings" are the differences between a market two-bedroom unit and a two-bedroom unit under a life lease tenure.

Figure 3 shows that while the initial offering prices for the life lease units will be, at the time of project completion, approximately 85% of the price of a new condominium, units made available for lease after Year 3 will be 80% or less of the market value of a condominium of the same age. Further, the Society anticipates that this discount (i.e. relative affordability) will continue to improve vis-à-vis the housing market over time because the value of the life lease units will remain at 80 percent of market value.

A housing agreement will be required to ensure that the project serves its intended purpose and population and that affordability is secured for the long term. Detailed terms and conditions of the proposed housing agreement are outlined in Appendix B.

A draft life lease agreement for Beulah Garden is included in Appendix F.

To summarize, staff have concluded that the application meets the criteria for affordability of the Affordable Housing Choices Interim Rezoning Policy as the life lease model is an innovative housing model for seniors with enhanced affordability of 85% of market value progressing to 80% of market value over time. All of the proposed housing would be secured as life lease units at less cost than purchasing a unit outright at full market value.

5. Density, Height and Form of Development

For this location, the Affordable Housing Choices Interim Rezoning Policy calls for consideration of proposals for buildings up to the height of 3½ storeys. The intent is to demonstrate a "transition zone" concept, where ground-oriented affordable housing types provide a transition between higher density forms along arterial streets and lower density residential areas.

The subject site is challenging to develop because it slopes steeply from west to east, over the length of its 300-foot frontage. The application proposes a linear building sited compatibly with the surrounding houses, with its massing stepped down from west to east along the fall of the slope. The building has a two-storey massing adjacent to the RS-1 houses to the west and transitions to a three-storey massing to the east (Figure 4). Staff are supportive of this design strategy which effectively mitigates the massing impact of the building and provides transition

to lower-scaled houses in the area. Though a 3½-storey ground-oriented townhouse form is suggested by the Affordable Housing Choices Interim Rezoning Policy, it is not a suitable housing type for seniors. Staff believe the height of the proposed building, varying from two to four storeys in an apartment form, meets the intent of the policy, as a row of 3½-storey townhouses would step down the sloping site in a similar fashion, largely following the same building envelope.

Figure 4 – Proposed East 4th Avenue Elevation



Other key design features of the proposal include a front yard setback with terraced planting, to assist in the transition of grade from south to north, and generous landscaping around the building, to provide a sense of privacy for the residents and surrounding neighbours. Given the stepping of the form, the generous yard setbacks and the adjacent context, a density of 1.45 FSR is successfully achieved on the site. Staff support the form and density proposed in this application.

The Urban Design Panel reviewed the application on October 23, 2013 as a concurrent rezoning and development permit application. The Panel supported the rezoning application and commended the effort of the applicant to design a neighbourly building given the site constraints. However, the Panel voted separately on the development permit application which it did not support. The panel members recommended further design development to “break down” the long façade into a better assembly and cadence of architectural elements, and to eliminate the mansard roof expression. Staff concur with the Panel’s recommendations and have provided design development conditions in Appendix B to address issues related to architectural expression and detailing. The applicant plans to submit a revised development permit application which would be reviewed by the Urban Design Panel again through the development permit review process.

In summary, staff conclude that the proposed height and form of development respond well to the site and its context and that the proposed density is supportable, subject to design conditions noted in Appendix B.

6. Existing Rental Accommodation and Tenant Relocation

Although the replacement requirement outlined in the Rental Housing Stock Official Development Plan (ODP) would not apply to this site (currently zoned RT-2), section 2.2 of this ODP states Council’s general concern about protecting the city’s rental housing stock. The intent of preserving existing rental housing stock, which is inherently more affordable than new

stock, is applied in this rezoning application. Therefore, mitigation measures for the loss of the existing rental units on the rezoning site, as well as a tenant relocation plan, have been provided by the applicant.

Currently, there are seven rental units in four existing duplexes on the rezoning site, all of them tenanted. Across 4th Avenue, at the Beechwood (2075 Cassiar Street), there is an existing housing agreement registered on title to secure 61 out of the total 96 independent living units in the building for low-income seniors (core need households). The applicant proposes to secure an additional seven units in the Beechwood building to serve low-income seniors, as replacement units for the loss of seven rental units on the rezoning site. To secure these seven units, modification of the existing housing agreement on title at the Beechwood is outlined as a rezoning enactment condition in Appendix B.

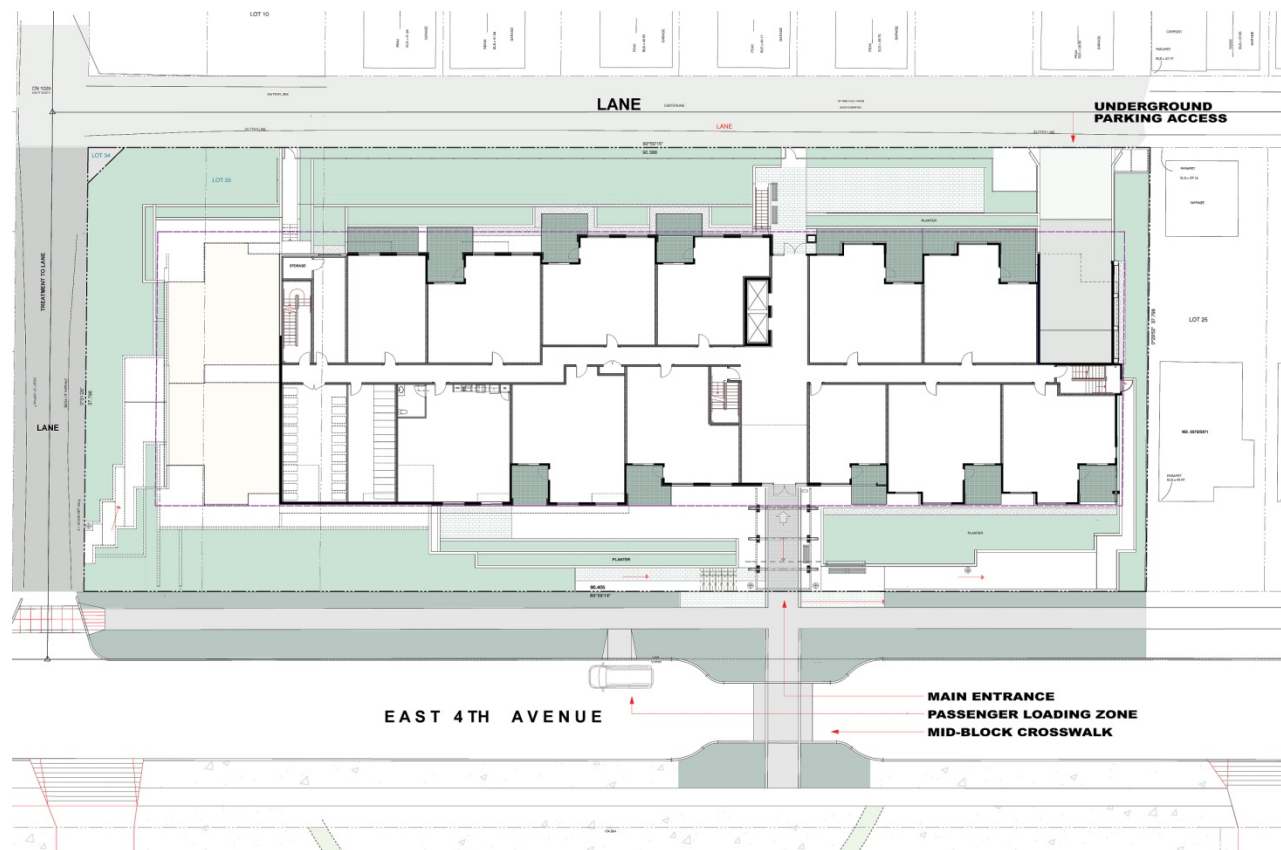
The applicant has also submitted a tenant relocation plan signed by existing tenants, stating that the applicant and the existing tenants have reached a satisfactory agreement on the overall strategy to address the needs of existing tenants, should this proposal be approved and proceed.

7. Transportation and Parking

The application proposes one level of underground parking accessed from the rear lane on the north side of the subject site. Given this is a building proposed for seniors, staff recommend that the Parking By-law be amended for this site to reduce the supply of vehicle parking to 0.5 space per unit and to reduce the bicycle parking requirement by 50% in recognition that some residents will likely not own vehicles and some will not be physically able to cycle. At these reduced parking rates, there will be spare spaces in the underground level for mobility scooter parking if desired.

The application proposes a passenger loading zone in front of the building along 4th Avenue. This would allow convenient pick up and drop off of residents at the main entrance of the building. Staff support this loading zone along 4th Avenue, noting that it cannot be guaranteed that it will be available over the long term as it is subject to future changes in demands for the street. To facilitate resident movement across 4th Avenue to access services located in the campus's other buildings, the applicant proposes to build a mid-block raised crosswalk with curb bulges on both sides of the street. Staff support the crosswalk and bulges, and have included them as an off-site services requirement. Figure 5 shows the proposed site plan and street design along the front of the building.

Figure 5 – Site Plan



Engineering Services staff have reviewed the application and generally support it, subject to terms and conditions outlined in Appendix B.

8. Environmental Sustainability

The Green Buildings Policy for Rezoning (adopted by Council on July 22, 2010) requires that rezoning applications received after January 31, 2011 achieve a minimum of LEED® Gold rating, with targeted points for energy performance, water efficiency and stormwater management, along with registration and application for certification of the project. The application is proposing to achieve a Gold rating in the LEED® Homes Mid-rise program with a threshold of 65 points needed to achieve a Gold rating. The LEED® Homes Mid-rise Checklist submitted with the application indicates that 67 points will be achieved with an additional 16 optional points possible. Staff concur that the approach will meet the intent of the Green Building Rezoning Policy, subject to conditions outlined in Appendix B.

PUBLIC INPUT

Subsequent to receipt of a formal application, a rezoning information sign was installed on the site on October 17, 2013. A total of 1880 notifications were distributed within the neighbouring area on or about October 16, 2013, inviting neighbours to a public open house on October 30, 2013. About a dozen people attended this open house. In addition, the City of Vancouver

Rezoning Centre webpage included notification and application information, as well as an online comment form.

A total of seven written responses were submitted to the City, with five of them in support of the application and two opposed. A general level of support for the proposal was expressed because it provides affordable and secure housing for seniors and the aging. A few seniors in the neighborhood who attended the open house expressed their desire to stay in the neighborhood and to be in a long-term senior housing project such as this. Further, the site location, described as beautiful and convenient, was seen as a positive given its proximity to other amenities.

Concerns about the application include height and, in particular, view blockage for four houses fronting Rupert Street and shadow impact for approximately 10 houses directly north of the site. Staff believe that the proposed built form responds to its lower-scale context and to its sloping site condition by stepping the building massing from west to east. Proposed in this way, the building does not pose a greater view impact to those houses fronting Rupert Street than if the site was to be redeveloped under its existing RT-2 zoning. Further, due to the relative low profile of the building and the proposed rear yard setback, there is no shadow impact beyond the lane that separates the site and the properties located north of the site.

PUBLIC BENEFITS

In response to City policies which address changes in land use and density, the application, if approved, can be expected to realize the following public benefits:

Required Public Benefits

Development Cost Levies (DCL) — DCLs collected from new development help pay for facilities made necessary by growth, including parks, childcare facilities, replacement housing (social/non-market housing) and various engineering infrastructure. The rezoning site is in the City-wide DCL District and subject to the rate of \$136.38/m² (\$12.67/sq. ft.). On this basis, a DCL of approximately \$675,539 is anticipated. DCLs are payable at building permit issuance and are subject to an inflationary adjustment which takes place on September 30 each year.

Public Art Program — The proposed residential floor area is below the minimum threshold for public art contribution requirements.

Offered Public Benefits

Community Amenity Contribution (CAC) — In the context of Financing Growth Policy, the City generally anticipates receiving voluntary community amenity contributions from the owner of a rezoning site to address the impacts of rezoning. Contributions are negotiated and evaluated by staff in light of the increase in land value expected to result from rezoning approval. Real Estate Services staff have reviewed the applicant's proforma and concluded that, after factoring in the revenue and costs associated with the project, there would be no increase in land value generated by the rezoning.

See Appendix G for a summary of public benefits for this application.

*IMPLICATIONS/RELATED ISSUES/RISK**Financial*

As noted in the Public Benefits section, there are no CACs and public art contributions associated with this rezoning.

The site is subject to the City-wide DCLs. It is anticipated that the applicant will pay \$675,539 in DCLs.

The housing project, secured via a Housing Agreement for the life of the building or 60 years, whichever is greater, will be owned and operated by a non-profit society.

CONCLUSION

Staff support the application for an independent living senior housing project at 3323-3367 East 4th Avenue, which proposes 54 one- and two-bedroom units that would be occupied based on life leases. The application would offer an innovative housing alternative for seniors, with increasing affordability over time. Staff have concluded that it addresses the intent of the Affordable Housing Choices Interim Rezoning Policy. The General Manager of Planning and Development Services recommends that the application be referred to a Public Hearing, together with a draft CD-1 By-law generally as set out in Appendix A. Further it is recommended that, subject to the Public Hearing, the application including the form of development, as shown in the plans in Appendix F, be approved in principle, subject to the applicant fulfilling the conditions of approval in Appendix B.

* * * * *

3323-3367 East 4th Avenue
DRAFT CD-1 BY-LAW PROVISIONS

Note: A by-law will be prepared generally in accordance with the provisions listed below, subject to change and refinement prior to posting.

Zoning District Plan Amendment

- 1.1 This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-____() attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

[Note: Schedule A, not attached to this appendix, is a map that amends the City of Vancouver zoning map. Should the rezoning application be referred to Public Hearing, Schedule A will be included with the draft by-law that is prepared for posting.]

Uses

- 2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (____).
- 2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:
- (a) Dwelling Uses; and
 - (b) Accessory Uses customarily ancillary to any use permitted by this section.

Density

- 3.1 For the purposes of computing floor space ratio, the site is deemed to be 3,416.5 m² [36,777 sq. ft.], being the site size at the time of application for rezoning, prior to any dedications.
- 3.2 The floor space ratio for all uses must not exceed 1.45.
- 3.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building.
- 3.4 Computation of floor area must exclude:
- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:

- (i) the total area of all such exclusions must not exceed 12 percent of the residential floor area; and
 - (ii) no enclosure of balconies is permissible for the life of the building.
 - (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
 - (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit.
- 3.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:
- (a) covered porches, provided that:
 - i) they face a street or a rear property line and are located at the basement or first storey;
 - ii) they are open or protected by guard rails the height of which shall not exceed the minimum specified in the Building By-law; and
 - iii) the total areas being excluded do not exceed 50 m².
 - (b) areas that are open to the floor below, provided that the total areas being excluded do not exceed 36 m².
 - (c) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20% of the permitted floor area or 929 m².
- 3.6 The use of floor area excluded under section 3.4 or 3.5 must not include any purpose other than that which justified the exclusion.

Building Height

- 4.1 The building height, measured above base surface to the top of the parapet, must not exceed 14 m [*46 feet*].

Setbacks

- 5.1 Setbacks must be, at minimum:
- (a) 2.1 m from the east property line;
 - (b) 6.0 m from the west property line;
 - (c) 7.15 m from the north property line; and
 - (d) 7.3 m from the south property line.

- 5.2 Despite the provisions of section 5.1, the Director of Planning may allow projections into the required setbacks, provided that no additional floor area is created, if:
- (a) the Director of Planning first considers all applicable Council policies and guidelines; and
 - (b) portions of buildings which may project into required setbacks are:
 - (i) architectural appurtenances such as decorative exterior fins or fixed external shading devices;
 - (ii) steps;
 - (iii) balconies, eaves, bays or similar features;
 - (iv) entry porches located at the basement or first storey;
 - (v) cantilevered eaves forming part of a porch;
 - (vi) chimneys or piers;
 - (vii) underground parking and storage structures located entirely below grade;
 - (viii) access structures to underground parking;
 - (ix) hydro and gas utility meters, vaults or similar equipment; and
 - (x) any other features which, in the opinion of the Director of Planning, are similar to any of the features listed above.

Horizontal Angle of Daylight

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.
- 6.4 If:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of the unobstructed view is not less than 3.7 m;
- the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.
- 6.5 An obstruction referred to in section 6.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (---).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:

- i) 10% or less of the total floor area of the dwelling unit, or
- ii) 9.3 m².

* * * * *

3323-3367 East 4th Avenue
PROPOSED CONDITIONS OF APPROVAL

Note: Recommended approval conditions will be prepared generally in accordance with the draft conditions listed below, subject to change and refinement prior to finalization of the agenda for the Public Hearing.

CONDITIONS OF APPROVAL OF THE FORM OF DEVELOPMENT

- (a) That the proposed form of development be approved by Council in principle, generally as prepared by Integra Architecture Inc. and stamped "Received City Planning and Development Services, September 11, 2013", provided that the Director of Planning may allow minor alterations to this form of development when approving the detailed scheme of development as outlined in (b) below.
- (b) That, prior to approval by Council of the form of development, the applicant shall obtain approval of a development application by the Director of Planning, who shall have particular regard to the following:

Urban Design

- 1. Design development to refine the architectural character in response to existing context.

Note to Applicant: At present the apparent length of the proposed development exceeds the adjacent, lower scale residential form. Consideration should be given to the composition of building elevations. Specifically, the repetition and cadence of architectural elements, massing and materiality of 'formal' elements and the transition in building height should all be utilized to partition and reduce the perceived length of the building.

- 2. Design development to provide a stronger base for the building.

Note to Applicant: Consideration should be given to a stronger base at grade, most notably at the west end of the site. The sloping condition of the site may be seen as too complex to merit a single architectural expression along the ground plane. Efforts to transition the slope might be assisted with the introduction of a 'datum' line registered by a building base.

- 3. Design development to improve the transition in building height.

Note to Applicant: Consideration should be given to reinforce the roofline transition in building height. The introduction of an upper storey setback, integrated with the building 'step' and along a transitional elevation element at entry, might provide an assembly by which to accomplish this.

- 4. Design development to improve the sustainability strategy. Consideration should be given to both passive and active means.

5. Consideration should be given the proposed color palette. The perceived weight of darker colors might be alleviated with an alternative to the 'mansard' roofline.

Landscape

6. Design development to improve the front entrance area by:
 - Creating direct, unobstructed pedestrian connections from secondary walkways to the front entrance plaza and main walkway. This may require the reconfiguration of hard surface areas, bike racks, canopy columns and other site furnishings. The back boulevard (public property) should be landscaped and paving relocated to private property.
 - Setting back the secondary walkways a minimum distance of 1 foot from the property line.
 - Providing privacy screens and/or landscape screening in between the entrance area and any adjacent ground floor unit patios.
 - Ensuring that paving materials are consistent with principles of universal access (Note: consider saw cut concrete with textured edge treatment).
 - The addition of a row of full canopied, medium to large species trees that can provide summer shade, avoiding columnar shaped species.
 - Minimizing the quantity and presence of necessary retaining walls while avoiding the need for safety railings, wherever possible.
 - Increasing ground floor patio coverage to a distance of 5 feet minimum beyond the building façade (Note: ensure the design includes patio edge treatment, railings and possibly a low hedge).
 - Reducing the width of secondary walkways, where possible, to reduce the overall amount of contiguous paving.

7. Design development to improve the rear yard by the addition of a variety of trees that mitigate the scale of the building and offer access to nature for residents.

Note to Applicant: Consider a variety of small species deciduous trees, in combination with species that have the capability to grow taller than the building but are narrow in profile (i.e. Serbian spruce). This may require the reconfiguration of the space to provide soil and space for tree growth.

8. Design development to retain the oak tree and the monkey puzzle tree in the front yard.

Note to Applicant: Staff acknowledge the intent to retain the trees. Given the generous setback to the excavation, a construction related arborist report is not requested; however, periodic arborist supervision will be necessary during the project, particularly of the oak tree. The grading and re-landscaping should ensure minimal soil disturbance in the tree protection zone. Further comments may be outstanding.

9. Design development to integrate principles of universal access.

Note to Applicant: Ground-floor and rooftop common garden areas should have raised planting beds and eliminate barriers to movement. As an objective, planting design should stimulate the senses (sight, sound, smell, touch). The urban agriculture areas should discreetly integrate benching, tool storage, compost bin(s), work table(s) and have clear access to hose bibs.

10. Provision of an arborist supervision assurance letter.

Note to Applicant: The letter should outline at least four (4) trigger points where the arborist shall attend the site during the project and be signed by the applicant/owner, the arborist and the contractor.

11. Illustration of important tree retention information on the plans, including dimensioned tree barriers, arborist directives and construction methods.
12. Where applicable, site utilities and vents integrated discreetly into the design, avoiding the disruption of common areas, and screened accordingly.
13. Provision of an efficient irrigation system for all common outdoor planters and individual hose bibs to be provided for all patios of 100 sq. ft. or greater in size. Specification notes and irrigation symbols to be added to the drawing.
14. Revisions to the planting plan and landscape sections to more accurately reflect soft and hardscape design intent.

Crime Prevention Through Environmental Design (CPTED)

15. Design development to respond to CPTED principles, having particular regard for:
 - theft and security in the underground parking; and
 - mischief and vandalism, such as graffiti.

Note to Applicant: As with any development, the applicant must consider and design against uncommon but potential risks such as the perceived safety of underground parking areas, mischief and vandalism.

Provide a strategy that identifies the particular risks that may arise on this site and proposes specific features to mitigate them. Show on the plans where these features should be located, and provide an indicative design for them. Of particular interest are the underground parking ramp and breezeway areas. Any lighting strategy should ensure appropriate lighting levels and CPTED performance, while minimizing glare for nearby residents.

Sustainability - Green Building

16. Identification on the plans and elevations of the built elements contributing to the building's sustainability performance in achieving Gold certification under LEED® Homes Mid-rise, including a minimum of 65 points in the LEED® Homes Mid-rise rating system, and, specifically, a minimum of nine energy and atmosphere points.

Note to Applicant: Provide a LEED® Homes Mid-rise checklist confirming that the project will achieve Gold level and a detailed written description of how the minimum target points will be achieved. Both checklist and description should be incorporated into the drawing set and significant LEED® features detailed on the plans.

17. Applicant is strongly encouraged to provide a deconstruction strategy for demolition of existing buildings on site to divert at least 75% of demolition waste (excluding materials banned from disposal) from the landfill. A deconstruction strategy may be submitted as part of the revised development permit application.

Engineering

18. Clarify garbage pick-up operations. Please provide written confirmation that a waste hauler can access and pick up from the location shown. Note: Pick-up operations should not rely on bins being stored on the street or lane for pick up. Bins are to be returned to storage areas immediately after emptying.
19. Compliance with the Parking and Loading Design Supplement to the satisfaction of the General Manager of Engineering Services.

Note to Applicant: The following items are required to meet provisions of the Parking By-law and the parking and loading design supplement:

- Provision of a parking ramp slope not to exceed 10% for the first 20 feet from the property line across the entire width of the parking ramp and additional design elevations both sides of all breakpoints on the parkade ramp.
- Provision of drawings consistently labeled with imperial or metric measurements and notations.
- Clearly note on the plans that the passenger drop-off area on 4th Avenue is subject to design approval by the General Manager of Engineering Services.

20. Engineering landscape plan comments:

- Revision to the planting plan for the mid-block bulge to the satisfaction of the General Manager of Engineering Services.

Note to Applicant: All plant material should grow to a maximum mature height of 2.5 to 3 feet. The Pinus Strobus proposed for the bulge will

grow to 2 to 4 feet high. This has potential to be a pedestrian visibility issue and should be substituted.

- Provision of an updated landscape plan that reflects the various public property improvements that receive approval in this rezoning.
- Provision of the following statement on the landscape plan:

"A landscape plan is to be submitted for review to Engineering Services a minimum of 8 weeks prior to the start of any construction proposed for public property. No work on public property may begin until such plans receive "For Construction" approval and related permits are issued. Please contact Frank Battista at 604.873.7317 or Kevin Cavell at 604.873.7773 for details."

- Delete shrubs shown over the property line in the lane east of Rupert Street (L-009).
- Delete back boulevard trees along 4th Avenue (L-009).

Note to Applicant: any planting between the property line and the back of the City sidewalk must meet the COV Boulevard Planting Guidelines.

CONDITIONS OF BY-LAW ENACTMENT

- (c) That, prior to enactment of the CD-1 By-law, the registered owner shall on terms and conditions satisfactory to the Director of Legal Services, the General Manager of Planning and Development Services, the Managing Director of Social Development, the General Manager of Engineering Services, the Managing Director of Cultural Services, the Director of Facility Design and Management and the Approving Officer, as necessary, and at the sole cost and expense of the owner/developer, make arrangements for the following:

Engineering

1. Consolidation of Lots 33, 34 and A, Block 91, Section 29, THSL, Plan 3672 to create a single parcel and subdivision of that site to result in the dedication of a 10'x10' corner-cut truncation in the northwest corner of the site for lane purposes.
2. Provision of a Services Agreement to detail the on and off-site works and services necessary or incidental to the servicing of the site (collectively called the "services") such that they are designed, constructed and installed at no cost to the City and all necessary street dedications and rights of way for the services are provided. No development permit for the site will be issued until the security for the services are provided.

- (a) Provision of a 1.8 m (6 feet) wide concrete sidewalk with saw-cut control joints on 4th Avenue between Cassiar Street and the lane east of Rupert Street.

Note to Applicant: Consideration to extend the sidewalk from Rupert Street to the lane east of Rupert Street to better serve this facility and connect the sidewalk system to Rupert Street and the bus transit system.

- (b) Provision of a 3.0 m (10 feet) wide raised mid-block crosswalk, associated paint markings and traffic regulatory signage, as well as curb bulges on both the north and south side of 4th Avenue.
 - (c) Provision of lane paving of the lane east of Rupert Street from 4th Avenue to the lane north of 4th Avenue (adjacent to the site).
 - (d) Provision of a standard concrete lane crossing at the lane east of Rupert Street on the north side of 4th Avenue.
3. Provision of all utility services to be underground from the closest existing suitable service point. All electrical services to the site must be primary with all electrical plant, which include but are not limited to, junction boxes, switchgear, pad mounted transformers and kiosks (including non BC Hydro Kiosks) are to be located on private property with no reliance on public property for placement of these features. There will be no reliance on secondary voltage from the existing overhead electrical network on the street right-of-way. Any alterations to the existing overhead/underground utility network to accommodate this development will require approval by the Utilities Management Branch. The applicant may be required to show details of how the site will be provided with all services being underground.
4. Provision of adequate water service to meet the fire flow demands of the project. The current application lacks the details to determine if water main upgrading is required. Please supply project details including projected fire flow demands as determined by the applicants' mechanical consultant to determine if water system upgrading is required. Should upgrading be necessary then arrangements to the satisfaction of the General Manager of Engineering Services and the Director of Legal Services will be required to secure payment for the upgrading. The applicant is responsible for 100% of any water system upgrading that may be required.

Housing

5. Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all units for a term of 60 years or the life of the building, whichever is longer:
- (a) as life lease housing, substantially on the terms and conditions set for the Draft Beulah Housing Society Life Lease Agreement attached as

- Appendix F to this report, or if at any time any unit is not occupied by a life lessee, then subject to such unit being made available as rental housing for a term not less than one month at a time;
- (b) for people aged 60 years and over, subject to limited exceptions;
 - (c) subject to a no-separate-sales covenant and a non-stratification covenant;
 - (d) subject to an index provision for the initial offering price at no more than 85% of Fair Market Value of an equivalent residential strata unit in the area;
 - (e) not increasing prices on future lease offerings for at least 7 years until the price is less than or equal to 80% of Fair Market Value of an equivalent residential strata unit in the area, and thereafter maintain the 80% of Fair Market Value of an equivalent residential strata unit in the area and, if possible, enhance ongoing affordability;
 - (f) provision of detailed information to potential lessees including a requirement for independent financial advice; and
 - (g) on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require.
6. Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to amend Housing Agreement By-law No. 8885, notice of which is registered in the Land Title Office under number BX462599, against title to the adjacent sites at 2075 Cassiar Street (the "Beechwood" building) and 3355 East 5th Avenue (the "Cedars" building) to secure an additional seven rental units at 2075 Cassiar Street for low-income seniors, and on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require.

Soil

7. If applicable:
- (a) Submit a site profile to the Environmental Planning, Real Estate and Facilities Management (Environmental Contamination Team);
 - (b) As required by the Manager of Environmental Planning and the Director of Legal Services in their discretion, do all things and/or enter into such agreements deemed necessary to fulfill the requirements of Section 571(B) of the Vancouver Charter; and
 - (c) If required by the Manager of Environmental Planning and the Director of Legal Services in their discretion, enter into a remediation agreement for the remediation of the site and any contaminants which have migrated from the site on terms and conditions satisfactory to the Manager of Environmental Protection, the General Manager of Engineering Services and Director of Legal Services, including a Section 219 Covenant that there will be no occupancy of any buildings or improvements on the site constructed pursuant to this rezoning until a Certificate of Compliance satisfactory to the City for the on-site and

off-site contamination, issued by the Ministry of Environment, has been provided to the City.

Note to Applicant: Where the Director of Legal Services deems appropriate, the preceding agreements are to be drawn, not only as personal covenants of the property owners, but also as Covenants pursuant to Section 219 of the Land Title Act.

The preceding agreements are to be registered in the appropriate Land Title Office, with priority over such other liens, charges and encumbrances affecting the subject site as is considered advisable by the Director of Legal Services, and otherwise to the satisfaction of the Director of Legal Services prior to enactment of the by-law.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable charges, letters of credit and withholding of permits, as deemed necessary by and in a form satisfactory to the Director of Legal Services. The timing of all required payments, if any, shall be determined by the appropriate City official having responsibility for each particular agreement, who may consult other City officials and City Council.

* * * * *

3313-3367 East 4th Avenue
DRAFT CONSEQUENTIAL AMENDMENTS

DRAFT AMENDMENT TO THE PARKING BY-LAW No.6059

In Schedule C, add:

Address	By-law No.	CD-1 No.	Parking requirements
3323-3367 East 4th Avenue	()	()	<p>Parking, loading and bicycle spaces in accordance with by-law requirements on <i>(date of enactment of CD-1 by-law)</i> except that:</p> <ul style="list-style-type: none">• for multiple residential a minimum of 0.5 parking spaces per unit shall be required; and• class A bicycle parking may be reduced by up to 50%.

ADDITIONAL INFORMATION/COMMENTARY OF REVIEW BODIES
3323-3367 East 4th Avenue

URBAN DESIGN PANEL (UDP)

The Urban Design Panel reviewed the application on October 23, 2013. This is a concurrent rezoning and development permit application. The Panel supported the rezoning application (support: 6-2). However, the Panel did not support the complete development permit application. The applicant is planning on presenting a revised development permit application to the Panel in the near future.

- **Introduction:** Cynthia Lau, Rezoning Planner, introduced the proposal for a concurrent rezoning and development permit application that comes in under the Interim Rezoning Policy on Increasing Affordable Housing Choices. The proposal, by Beulah Garden Homes Society, is for a senior housing development that comprised of 54 units. The Interim Rezoning Policy is one of the action items under the Mayor's Task Force on Affordability, and it states that, rezoning proposals will be evaluated on criteria in the following three categories: affordability, location and form of development. Ms. Lau noted that the proposal is for a senior housing development with one bedroom, one bedroom and den as well as two bedroom units. The affordability criterion has been met through the proposed life lease concept. She added that the project meets the rezoning policy under the Hastings Sunrise Community Vision as a senior housing project.

Allan Moorey, Development Planner, further described the proposal and mentioned that the site completes the north flank of a campus of senior housing. He described the context noting that the site is surrounding by predominately residential single family homes. As well he described the existing development and explained that there are a number of units that the Beulah Garden Homes Society manages. The site has a slope across the site and the parking entry will be from the lane with an axil connection on East 4th Avenue from the larger facility across the way. He described the elevation that is an assemblage of bay, deck and roof. An enhanced front yard has been provided in order to terrace planting and to help transition the shifting grade towards the building. The building presents itself as 2-storeys against the single family homes and the lane and then transitions to 3.5 storeys.

Advice from the Panel on this application is sought on the following:

1. With consideration given the slope and cross fall of the site, does the height and massing satisfy the ground oriented, 3.5 storey expression sought after and provide an appropriate response to both site and surrounding residential context?
2. Does the proposed development present a coherent assembly of architectural elements, roofline, base and entry among others and do these contribute to the legibility of the building?

Ms. Lau and Mr. Moorey took questions from the Panel.

- **Applicant's Introductory Comments:** Duane Siegrist, Architect, further described the proposal using a power point presentation. He mentioned that the project is for 54 residences with underground parking. Beulah Garden Society has a need to provide more affordable housing for seniors to compliment there existing campus. He described the

context for the area noting the park and mentioned that the properties surrounding the site have steep slopes. There is a raised crosswalk and decorative treatment for the front entry. The massing of the project has a mansard roof that reflects a 3.5 story design. Mr. Siegrist described the architecture noting the ground oriented units have a private patio space and the other units have large balconies. He added that the roof will provide an outdoor amenity space. He also described the material palette noting the mix of cement panels, cedar siding and stone cladding.

Troy Glasner mentioned that the project will meet LEED™ Gold certified. He added that they are working on maximizing the water use to reduce water consumption and as well are planning to meet the energy requirements. There will be fueling stations for plug-in vehicles in the parking and they are planning for a future potential solar thermal system.

Mark Van Der Zalm, Landscape Architect, described the landscaping plans for the site and mentioned that they are trying for a natural garden with a sense of whimsy. They are constrained with lot lines in order to get lighting into the lower storey and the other element is the number of trees on the south-west corner. Another aspect of the landscaping plans is to have connectivity to the other buildings across the street to the south. A bioswale is planned for storm water retention and with some native plant materials. The social spaces include spaces for board games, places of refuge and observation particularly in the southern exposed location. There are raised planting areas, rain barrels for harvesting some water and a small green house in the northeast corner of the site. The roof top space is meant to be flexible with seating and raised garden plots that are moveable.

The applicant team took questions from the Panel.

- **Panel's Consensus on Key Aspects Needing Improvement:**
 - Design development to improve the architectural expression;
 - Design development to improve the building's siting;
 - Consider improving the entry expression;
 - Consider improving the colour palette;
 - Consider improving the sustainability strategy.
- **Related Commentary:** The Panel supported the rezoning part of the proposal but did not support it for as a development permit application.

The Panel agreed that it was a challenging site but thought there were a number of improvements that could be made to the design. Some Panel member said they would have preferred a 2-storey stepping in the façade. But given that the applicant didn't want two elevator cores they felt the building had been massed as best as it could be. The majority of Panel members thought the mansard roof form was not appropriate. As well some Panel member thought the building siting could be improved and wanted to see something that registered the datum line.

The buildings scale in the neighbourhood is very long building and would benefit by breaking down the scale into smaller pieces. The panel felt the site was too complex to have a single architectural expression. The building could have a stronger expression at

the base particularly at the western end. A couple of Panel members thought the entry could be better articulated.

Most of the Panel supported the choice of materials and how they were used on the building although a couple of Panel members thought there were too many elements being used. Most of the Panel thought the colour palette should be changed for a more 'happy' colour.

The Panel supported the landscaping plans and thought great efforts had been made to manage the grade however one Panel member thought the grade still looked unresolved at the upper end of the site. One Panel member mentioned that the bioswale could drop down into the courtyard space as it was hanging above the courtyard. As well it was suggested to add a trellis on the roof deck for some shading.

Regarding sustainability, it was mentioned that the facades are the same on all sides and since seniors can be sensitive to heat, it was suggested that some passive features be included in the sustainability strategy. As well it was suggested to make use of solar heating for domestic hot water.

- **Applicant's Response:** Mr. Siegrist thanked the Panel. He acknowledged the building's length but said he didn't think it was relentless. He said they would take a look at the sustainability strategy and see where they can improve on it.

3323-3367 East 4th Avenue
FORM OF DEVELOPMENT

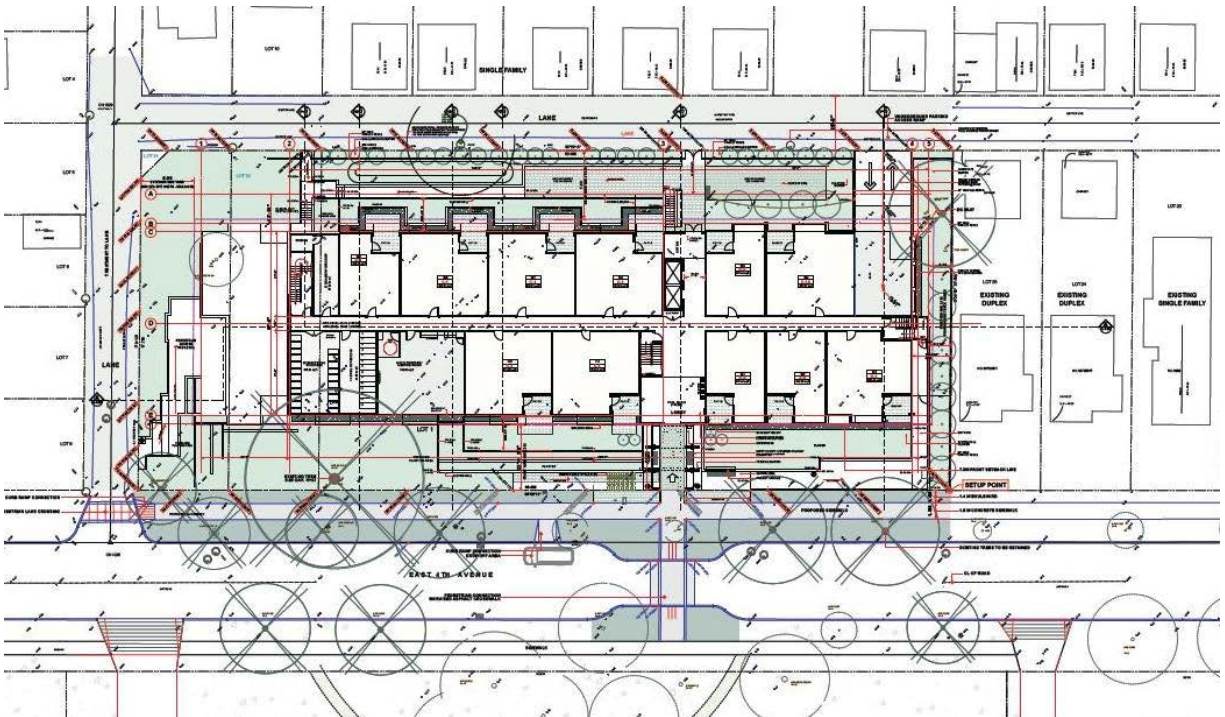
Rendering



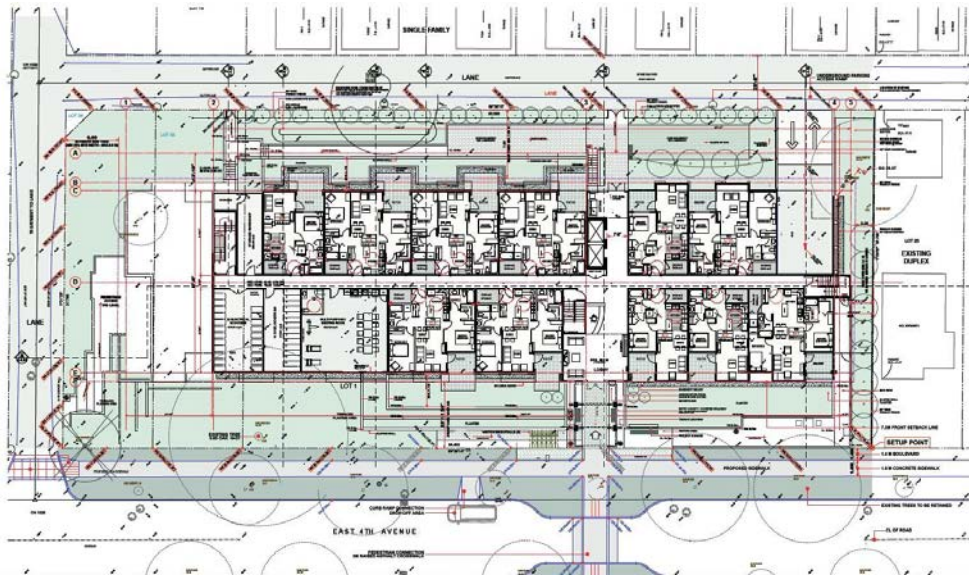
East 4th Avenue Elevations



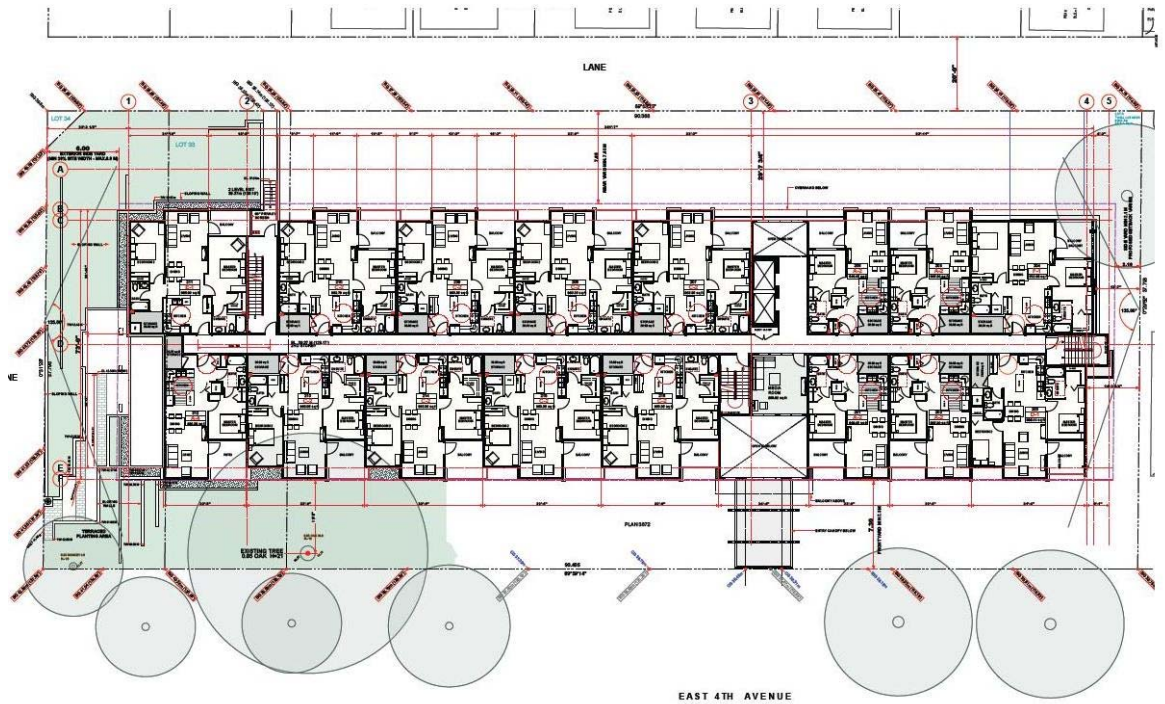
Site Plan



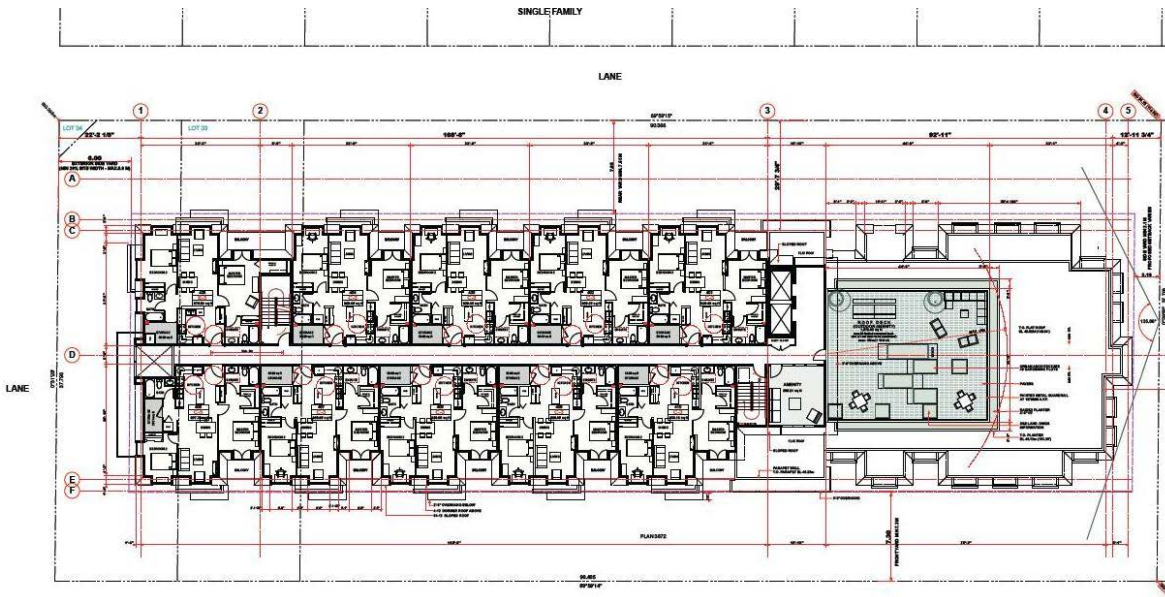
Floor 1 Plan



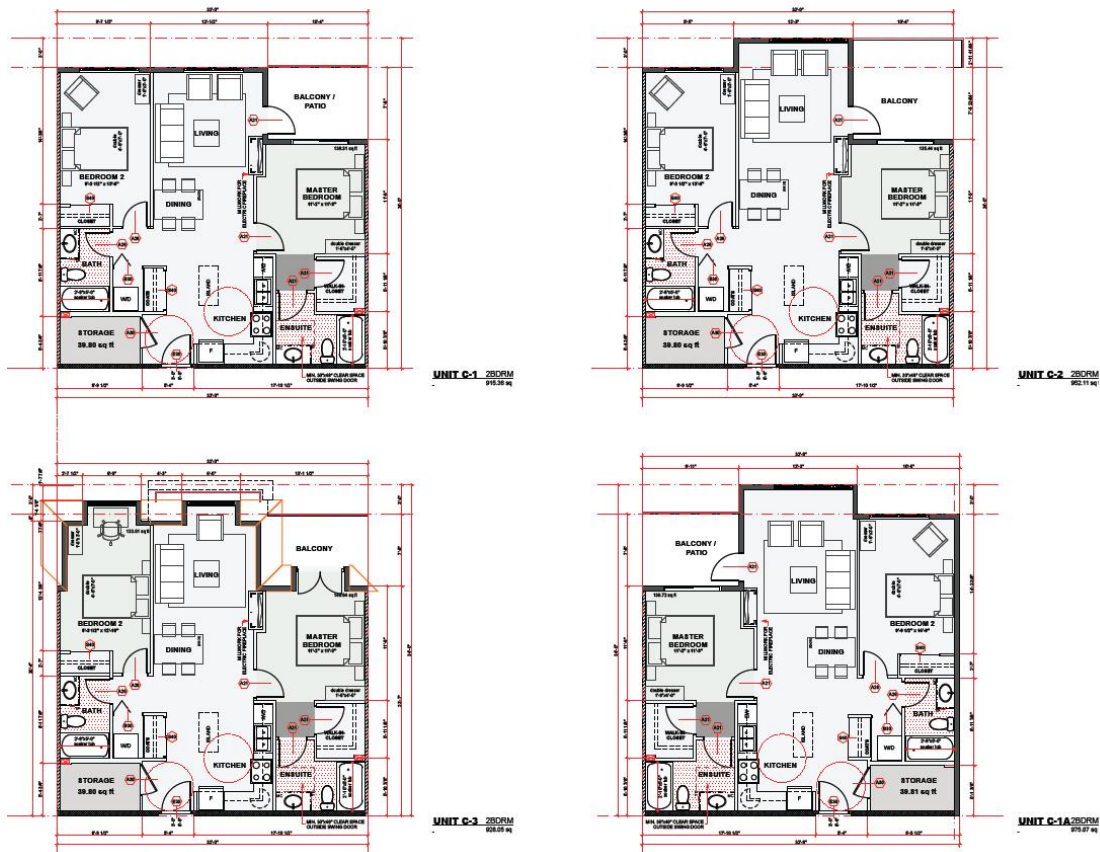
Floor 2 and Floor 3 Plan



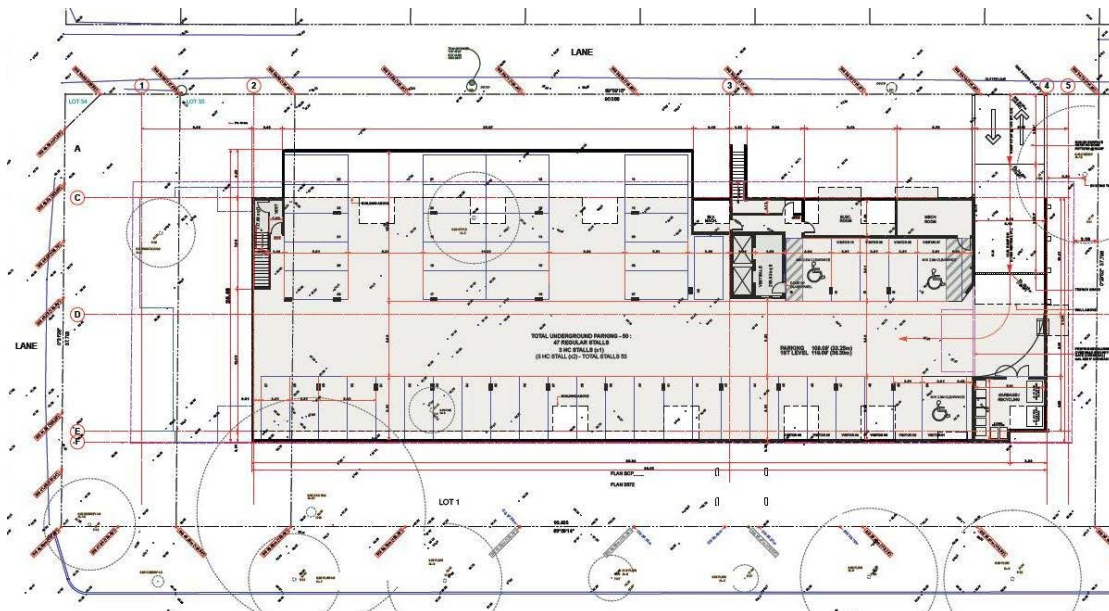
Floor 4 Plan



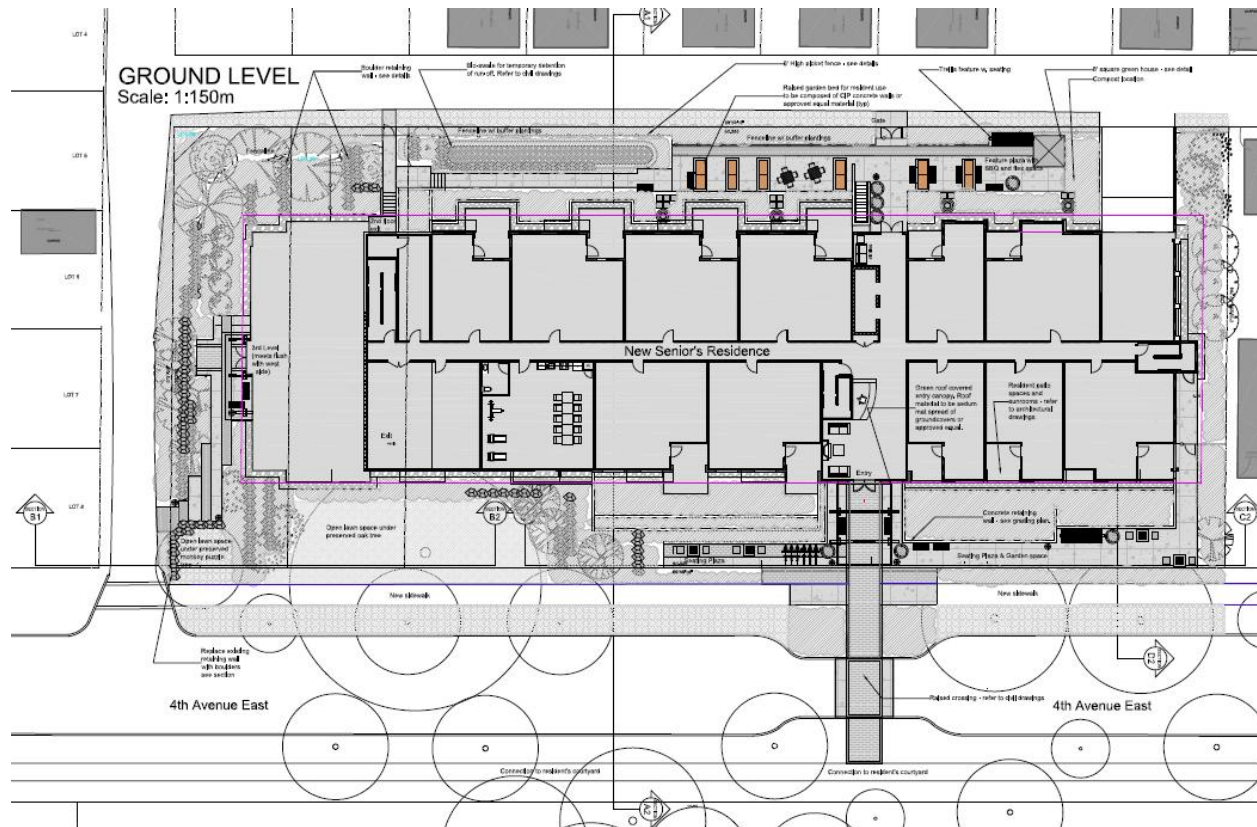
Typical 2-bedroom Unit Plans



Parking Plan



Landscape Plan



3323-3367 East 4th Avenue
DRAFT BEULAH HOUSING SOCIETY LIFE LEASE AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the * day of *, 20**.

BETWEEN:

BEULAH HOUSING SOCIETY

(hereinafter referred to as the "Society")

OF THE FIRST PART

AND:

*

(hereinafter referred to as the "Life Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Society is the owner in fee simple of the Development (as defined in this agreement); and
- B. The Life Tenant wishes to enter into this lease agreement for the lease of a Dwelling Unit (as defined in this agreement) within the Development and the Society has agreed to lease a Dwelling Unit to the Life Tenant, all upon the terms and conditions hereafter set out.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINED TERMS

In this Agreement the following terms shall have the following meanings:

"Agreement" means this lease agreement;

"Appliances" means the appliances situate within the Dwelling Unit but excludes those appliances installed and owned by the Life Tenant;

"capable of independent living" means, with respect to a Life Tenant, that the Life Tenant is capable, both physically and mentally, of managing himself and his affairs. A Life Tenant shall be deemed not to be capable of independent living upon the occurrence of any of the following:

- (a) a declaration being made under the *Patients Property Act* (British Columbia), as from time to time amended, or any successor legislation dealing with the guardianship of

adults in the Province of British Columbia, that the Life Tenant is incapable of managing his affairs or incapable of managing himself or incapable of managing himself or his affairs, as the case may be;

- (b) the Life Tenant becoming, or being determined to be, a mentally disordered person as determined and defined under the *Mental Health Act* (British Columbia), as from time to time amended; or
- (c) the Society determining, in consultation with a Director of Care of the Society, that the Life Tenant's physical and/or mental health would likely cause him to be a hazard to himself and/or to other life tenants of the Development;

"Commencement Date" means the * day of *, 20**;

"Common Areas and Facilities" means the common areas, entrance ways and guest parking facilities of the Development;

"Deductions" means all deductions that the Society is entitled by this Agreement to make from the Life Lease Capital Payment upon the expiration or termination of this Agreement and includes the Marketing and Occupancy Fee, unpaid Taxes, unpaid Monthly Maintenance Payments and the actual costs incurred by the Society to repair damage to the Dwelling Unit that is over and above reasonable and normal wear and tear as determined by the Society, plus applicable administration fees, as set out in this Agreement and paragraph 6.01 in particular;

"Development" means those certain lands and premises situate on * Avenue, in the City of Vancouver, British Columbia, and being legally described in the schedule attached to this Agreement as Schedule "A";

"Dwelling Unit" means that particular dwelling unit in the Development designated civically as Suite #*, *, Vancouver, BC, and designated as Unit #* on the leasehold explanatory plan filed under #*.

"Expiry Date" means the earliest of the following dates (the "Expiry Date"):

- (a) the date upon which vacant possession of the Premises is delivered to the Society by the last surviving Life Tenant on a voluntary basis provided that the Society has first received not less than 90 days prior written notice from the last surviving Life Tenant of the Life Tenant's desire to terminate this Agreement, and provided further that the Society may in its sole discretion elect to waive the notice requirement or to reduce the notice period;
- (b) the date which is 90 days after the date of death of the last surviving Life Tenant;
- (c) the date which is thirty (30) days, or such longer time as the Society in its sole discretion determines to be reasonable, from the date the Society delivers written notice to the last remaining Life Tenant or Spouse of a Qualified Occupant residing in the Premises, or his or her personal representative, that the last remaining Life

Tenant or Spouse of a Qualified Occupant has been deemed to be no longer capable of independent living under paragraph 2.06;

- (d) the date that this Agreement is terminated as a result of default of the Life Tenant under the provisions of this Agreement including Section 18.00 hereof; and
- (e) The date that is 29 years less one day from Commencement Date;

"Housing Agreement" means the housing agreement registered against title to the Development, a copy of which is attached to this Agreement as Schedule "C";

"Life Lease Capital Payment" means the sum of \$* payable in the manner and upon the dates set out in the schedule attached to this Agreement as Schedule "E";

"Maintenance Charges" means all costs, charges and expenses of operating and maintaining the Development and the Legacy Fund including, without limiting the generality of the foregoing, the following:

- (a) all costs of municipal property and school taxes assessed against the Common Areas and Facilities;
- (b) all costs of electricity, water, gas, garbage collection and other services or utilities (including cable television and telephone services to the extent that they are not billed directly to the Life Tenant and other residents of the Development) supplied to the Development;
- (c) all costs of repairs, maintenance and replacements to the Development and to any furnishings and appliances supplied by the Society to or for the benefit of the Development;
- (d) all costs of premiums for any and all insurance respecting the Development which the Society is required to maintain;
- (e) contributions fixed by the directors of the Society on an annual basis to a reserve or contingency fund established by the Society for capital repairs or replacements;
- (f) contributions fixed by the directors on an annual basis to the Legacy Fund;
- (g) all administration, management, waste and snow removal, landscaping and cleaning costs incurred by the Society with respect to the Development; and
- (h) all federal, provincial or municipal taxes or levies as may be applicable from time to time;

"Marketing and Occupancy Fee" means the fee payable to the Society on the Expiry Date calculated as a percentage of the Life Lease Capital Payment based upon the number of years in which the Life Tenant had occupancy of the Premises as follows:

- (a) Where the Term is five years or less - 5%

- (b) Where the Term is more than five years but less than six years - 6%
- (c) Where the Term is more than six years but less than seven years - 7%
- (d) Where the Term is more than seven years - 8%

"Monthly Maintenance Payment" means the portion of the Maintenance Charges allocated to the Dwelling Unit by the Society under paragraph 5.04 of this Agreement;

"Parking Space" means the parking space that is from time to time allocated to the Life Tenant by the Society if the Life Tenant owns and operates a motor vehicle;

"Premises" means collectively the Dwelling Unit, Parking Space and Appliances;

"Qualified Occupant" means any person sixty (60) years of age or older or any person who is certified in writing by a duly qualified medical practitioner, or is determined by a Court of competent jurisdiction, to be in need of special care as the result of the onset of premature geriatric conditions and "Qualified Occupants" means all persons who qualify as Qualified Occupants;

"Rules and Regulations" means the rules and regulations established by the directors of the Society set out in the schedule attached to this Agreement as Schedule "B" which may be amended by the directors of the Society from time to time;

"Security" and "Security Amount" have the meaning ascribed to those terms in paragraph 6.01(d) of this Agreement;

"Spouse of a Qualified Occupant" means a person living in a spousal relationship with a Qualified Occupant and includes a person who was the spouse of a Qualified occupant who resided in a Dwelling Unit at the time of the Qualified Occupant's death;

"Taxes" means all municipal property and school taxes assessed against the Premises or, in the event the Premises are not individually assessed, the Life Tenant's Share of all such taxes assessed against the Development as determined by the Society;

"Term" means the period commencing the Commencement Date and ending on the Expiry Date;

"Utilities" means utility services such as cable television and telephone services supplied to the Dwelling Unit to the extent that such services do not form part of Maintenance Charges.

1.00 LIFE LEASE

1.01 The Society hereby grants occupancy of the Dwelling Unit to the Life Tenant for the term hereinafter set forth, together with:

- (a) the exclusive use of the Parking Space;

- (b) the exclusive use of the Appliances; and
- (c) the non-exclusive right to use in common with others entitled thereto and for the purposes intended by the Society, the Common Areas and Facilities.

2.00 TERMS OF OCCUPANCY

- 2.1 The use of the Premises and the Common Areas and Facilities shall be governed in accordance with the Housing Agreement and this Agreement and the Rules and Regulations and the Life Tenant agrees to be bound by and to comply with the terms and conditions contained within the Housing Agreement, this Agreement and the Rules and Regulations.
- 2.2 The Dwelling Unit shall be used only as a residential dwelling unit and for no other purpose.
- 2.3 The Life Tenant shall be entitled to participate as a member of the Residents' Association as set out under the bylaws of the Society. However the Life Tenant, or any other person authorized under this Agreement to occupy the Dwelling Unit as a residence, is not permitted to be or to become a member or director of the Society while in occupancy of the Dwelling Unit. For greater certainty, a voting member or director of the Society shall resign as a voting member and/or director of the Society prior to and as a condition of taking occupancy of the Dwelling Unit, and a person shall not be eligible for voting membership in the Society, or to serve as a director of the Society for so long as he or she remains in occupancy of the Dwelling Unit.
- 2.4 The parties hereto acknowledge and agree that neither the Premises nor the Development is intended, nor have they been represented, as an extended, residential or nursing care health facility. Accordingly, a Life Tenant must be capable of independent living.
- 2.05 The Society recognizes that a Life Tenant may from time to time require the assistance of another person and/or the services of a homemaker or health care giver in order to manage himself and his affairs. In such circumstances, the Life Tenant's requirement for such assistance and/or services shall not in and of itself cause the Life Tenant to be deemed to be no longer capable of independent living. As a condition precedent to occupancy or continued occupancy of the Premises, a Life Tenant may at the sole discretion of the Society be required to provide to the Society a medical certificate from the Life Tenant's physician in a form prescribed from time to time by the Society, the current version of which is attached to this Agreement as Schedule "D".
- 2.06 The Society may deliver written notice to vacate the Premises to a Life Tenant or his or her personal representative where the Life Tenant has been deemed by the Society to be no longer capable of independent living. Such notice shall specify the date by which the Premises must be vacated by the Life Tenant deemed by the Society to be no longer capable of independent living, which date shall not be less than 30 days from the date of giving notice.

- 2.07 If the Society provides the notice referred to in paragraph 2.06 and there is another Life Tenant or Spouse of a Qualified Occupant residing in the Premises, and provided that the Life Tenant who has been deemed to be no longer capable of independent living vacates the Premises within the time specified in the notice, the remaining Life Tenant or Spouse of a Qualified occupant may at his or her option either vacate the Premises at the same time or continue to occupy the Premises subject to the terms of this Agreement.

3.00 TERM OF AGREEMENT

- 3.01 The Term shall commence on the Commencement Date and shall terminate on the Expiry Date.
- 3.02 The Life Tenant (or in the event of death of the Life Tenant, his or her personal representative) shall, subject always to the terms and conditions of this Agreement and the Housing Agreement, have the right of occupation of the Premises from the Commencement Date until the Expiry Date.
- 3.03 The Society may take such steps as it deems reasonably necessary to re-lease the Premises immediately upon:
- (a) receipt of written notice from a Life Tenant that the Life Tenant intends to vacate the Premises;
 - (b) the death of the last surviving Life Tenant or Spouse of a Qualified Occupant;
 - (c) the date upon which a notice described in paragraph 2.06 above is delivered by the Society and there is no remaining Life Tenant or Spouse of a Qualified Occupant who will remain in occupancy of the Premises; or
 - (d) the date of termination of this Agreement by the Society as described under Section 18 of this Agreement,

and the Life Tenant, or his or her personal representative, shall provide the Society with access to the Premises within 72 hours of receiving a written request from the Society for access to the Premises for any of the circumstances set out above. In the event that the Life Tenant, or his or her personal representative, refuses to provide the Society with access to the Premises within 72 hours from delivery of the request for access, the Society may enter the Premises as reasonably required for the purpose of preparing the Premises for re-lease and for the purposes of marketing the Premises, and may continue thereafter to enter the Premises as reasonably required for these purposes.

4.00 PAYMENT

- 4.01 In consideration of the Society granting to the Life Tenant the life lease referred to in this Agreement, the Life Tenant agrees to pay to the Society the Life Lease Capital Payment payable in the manner and upon the dates set out in the schedule attached

to this Agreement as Schedule "E". Prior to the completion of the Dwelling Unit, all monies received by the Society will be held in trust by the Society's solicitors with interest accruing to the benefit of the Life Tenant until the Dwelling Unit is completed and the Life Tenant is entitled to occupy his or her Dwelling Unit.

5.00 TAXES, UTILITIES AND MONTHLY MAINTENANCE

- 5.01 The Life Tenant shall pay, when due, all Taxes.
- 5.02 The Life Tenant shall pay, when due, the Utilities.
- 5.03 The Life Tenant shall pay the Monthly Maintenance Payment to the Society by way of equal monthly installments, in advance, on the first day of each month during the Term.
- 5.04 The amount of the Maintenance Charges shall be established annually by the Society. The Society shall give the Life Tenant thirty (30) days advance written notice of any increase in the amount of the Monthly Maintenance Payment.
- 5.05 If the Life Tenant fails to pay the Taxes, the Utilities, the Monthly Maintenance Payment or any other amount payable under this Agreement, the Society shall be entitled to pay such amount on behalf of the Life Tenant and the Life Tenant shall, upon demand, promptly repay any such amounts to the Society together with interest thereon at the rate of two (2%) per cent per month until paid in full.

6.00 REDEMPTION

- 6.01 Subject to paragraphs 6.04, 6.05 and 6.06 following, the Society shall within forty-five (45) days of the Expiry Date pay to the Life Tenant, or his or her personal representative in the event of the Life Tenant's death or incapacity, an amount equal to the Life Lease Capital Payment less the following amounts:
 - (a) the Marketing and Occupancy Fee;
 - (b) the actual costs incurred by the Society, plus an administration fee equal to 15% of such actual costs, to repair damage to the Dwelling Unit that is over and above reasonable and normal wear and tear as determined by the Society;
 - (c) all Taxes, Utilities, Monthly Maintenance Payments and any other payments due and unpaid under this Agreement;
 - (d) such amount or amounts as shall be required to release and discharge any security interest attaching to the Premises;
 - (e) the amount of any unpaid loans made by the Society to the Life Tenant and any interest due and payable thereon; and

- (f) the amount of any deferred fees or financial obligations due and owing by the Life Tenant to the Society whether in respect of this Agreement and the Premises or otherwise.
- 6.02 At the expiration or sooner termination of the Term, the Life Tenant or his or her personal representative, as the case might be, shall peaceably surrender and yield up vacant possession of the Premises to the Society in as good condition and repair as the Life Tenant is required to maintain the Premises throughout the Term. The Life Tenant or his or her personal representative, as the case might be, shall surrender all keys to the Premises to the Society at the place then fixed for the payment of the Monthly Maintenance Payment. In addition, the Life Tenant or his or her personal representative, as the case may be, shall, if requested by the Society, remove at the Life Tenant's sole cost and expense, all improvements, erections, alterations, fixtures or other appurtenances made, placed or erected by the Life Tenant at any time or times prior to or during the Term in or on the Premises and shall repair, at the Life Tenant's sole cost and expense, all damage to the Premises caused by their installation and/or removal. The Life Tenant shall also pay any such amounts as may be necessary and shall cause any security interest attaching to the Premises or Development to be released and discharged as applicable. The obligations under this paragraph shall survive the Term of this Agreement. For greater certainty, the Life Tenant agrees with the Society as follows:
 - (a) any upgrades made to the Premises by agreement with the Life Tenant during the construction of the Dwelling Unit shall remain the property of the Society and the Life Tenant shall not be entitled to any compensation in respect thereof; and
 - (b) all fixtures including window covering and drapery hardware shall remain the property of the Society.
- 6.03 In the event there is more than one Life Tenant or a Spouse of a Qualified Occupant then this Section 6.00 shall not apply until the Expiry Date has been determined in relation to the surviving or remaining Life Tenant or Spouse of a Qualified Occupant, as the case may be.
- 6.04 Notwithstanding any other provisions of this agreement, the directors of the Society in their sole discretion may limit the number of redemptions within any twelve (12) month period to a maximum of fifteen (15%) per cent of the Dwelling Units within the Development.
- 6.05 The Society shall be under no obligation to pay the Life Lease Capital Payment less the Deductions until such time as the Life Tenant or the Life Tenant's personal representative have delivered to the Society a release of the Life Tenant's leasehold interest in the Premises in registrable form.
- 6.06 Where the representative of a Life Tenant is delayed in providing the Society with a release of the Life Tenant's leasehold interest in the Premises in registrable form as a result of the death or incapacity of the Life Tenant, the Society and the representative of a Life Tenant may agree to a voluntary surrender of occupancy and

reletting of the Premises by the Society. Such agreement shall be upon terms and conditions which reasonably assure future payment of the Life Lease Capital Payment less the Deductions to the representative of a Life Tenant and which provide the Society with the authority to grant temporary occupancy of the Premises to a new tenant until such time as the leasehold interest of the Life Tenant is released and a new lease is entered into with the new tenant and a notice thereof is registered.

7.00 LIFE TENANT COVENANTS

7.01 The Life Tenant shall maintain the Premises in a good state of repair and fit for habitation, only damages result from structural defects, fire and other casualties against which the Society is insured being excepted. The Life Tenant shall be responsible for ordinary cleanliness of the Premises and shall repair any damage caused to the Premises and the Common Areas and Facilities by the wilful or negligent conduct or omissions of the Life Tenant and those for whom the Life Tenant is at law responsible. The Society shall have the right to enter and inspect the Premises upon reasonable notice and to notify the Life Tenant of any repairs to fulfil his obligations hereunder, and the Life Tenant shall forthwith repair or maintain the Premises in accordance with such notice. The Society may, at its option, make such repairs at the expense of the Life Tenant, and the Life Tenant covenants to pay all costs which the Society incurs in making such repairs together with an administration charge of fifteen percent (15%) of such cost.

7.02 The Life Tenant shall not make any alterations, structural or otherwise, to the Premises without the prior written consent of the Society, which consent may be arbitrarily refused.

7.03 The Life Tenant shall throughout the Term effect and maintain comprehensive general liability insurance, including Life Tenant's legal liability and water damage coverage, for an amount not less than \$2,000,000.00 per occurrence.

The comprehensive general liability policy shall name the Society as an additional insured and shall contain provisions for cross-liability and severability of interest. The Life Tenant shall provide the Society with a certificate evidencing such insurance together with evidence of renewal thereof from time to time. All such policies shall be non-contributing with, and shall apply only as primary and not as excess to, any other insurance available to the Society. The Life Tenant hereby releases the Society and its agents, contractors, employees, directors, officers and anyone for whom it is legally responsible from any and all liability for damage or destruction to the property referred to in this paragraph.

7.04 The Life Tenant shall not do or omit to do anything, or permit any activity to be carried on within the Premises or in the Common Areas and Facilities, that would have the effect of increasing the premiums for any of the Society's policies of insurance upon the Development or which would cause the cancellation or threatened cancellation of any such insurance.

7.05 The Life Tenant shall not do or permit to be done any act or thing which may constitute a violation of any federal, provincial or municipal law, regulation or

ordinance nor do or permit anything to be done which is a nuisance or which is offensive or an annoyance to the Society or to the other tenants occupying the Development, nor do or permit to be done any waste, damage, disfiguration or injury to the Premises including, without limitation, any overloading of the floors thereof.

- 7.06 The Life Tenant shall comply with the Rules and Regulations.
- 7.07 The Life Tenant shall not at any time register or cause or permit this Agreement to be registered against the title of the Society to the Development, and in the event of this Agreement at any time being so registered, the Life Tenant will forthwith, on the request of the Society, withdraw, discharge and release such registration at his own expense. The Life Tenant releases the Society from the obligation to provide a registrable instrument under the *Land Title Act* (British Columbia) and amendments thereto as may be required pursuant to the provisions of the *Property Law Act* (British Columbia) and amendments thereto.
- 7.08 The Life Tenant shall not pledge, hypothecate, mortgage or otherwise encumber in any way this Agreement or the Life Tenant's rights and interests thereunder.
- 7.09 The Life Tenant shall not assign this Agreement or sublet, grant a licence to or otherwise part with possession of the Premises or any part thereof.

8.00 SOCIETY'S COVENANTS

- 8.01 For as long as the Life Tenant remains in compliance with the terms of this Agreement, the Society covenants with the Life Tenant for quiet enjoyment.
- 8.02 The Society further covenants to reasonably manage and administer the Development for the benefit, comfort and enjoyment of all of the tenants in the Development.

9.00 UNAVOIDABLE DELAY

- 9.01 If the Society shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility, and such obligation cannot be fulfilled due to reasons beyond the control of the Society and which reasons are not avoidable by the exercise of reasonable effort on the part of the Society, then the Society shall be deemed not to be in default of the performance of such obligation and the period for the performance of such obligation shall be extended accordingly, and neither the Life Tenant nor any other occupant of the Premises shall be entitled to compensation for any inconvenience, nuisance or discomfort attributable thereto.

10.00 NON-WAIVER

- 10.01 If the Society overlooks, excuses, condones or suffers any default, breach or nonobservance by the Life Tenant of any obligation under this Agreement this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or nonobservance and no waiver shall be effective unless expressed in writing.

11.00 INDEMNITY

- 11.01 The Life Tenant shall indemnify and save the Society and its agents, contractors, employees, directors, officers and anyone for whom it is legally responsible, harmless against any and all claims, actions, damages, losses, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Life Tenant or any other occupant of the Premises or occasioned wholly or in part by any act or omission of the Life Tenant, its invitees, licensees or anyone permitted or authorized by the Life Tenant to be on the Premises or any other part of the Development or arising out of any breach or non-performance by the Life Tenant of any provisions of this Agreement.

12.00 DAMAGE TO PROPERTY

- 12.01 The Society shall not be liable or responsible in any way for loss of or damage or injury to any property belonging to the Life Tenant or to any other person while such property is on or about the Premises and the Development, save and except for such property as is insured by the Society, and without limiting the generality of the foregoing, the Society shall not be responsible for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Development or Premises or from the water, steam or drainage pipes or plumbing or any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for damage caused by anything done or omitted by any other Life Tenant, unless caused by the gross negligence or wilful misconduct of the Society or other persons for whom it is legally responsible, nor shall it be responsible for any such loss of or damage or injury to such property attributable to any act or omission (including misconduct or negligence) on the part of any agent, contractor or person from time to time employed by the Society or for loss or damage caused to money, securities, negotiable instruments, papers or other valuables of the Life Tenant.

13.00 LOCKS

- 13.01 Neither the Society nor the Life Tenant shall change the locks to the Premises without the prior written consent of the other. Each of the Life Tenant and the Society shall at all times possess a key to the Premises. If the Life Tenant loses the key to the Premises furnished by the Society, the Society shall replace such key at the Life Tenant's expense.

14.00 DAMAGE OR DESTRUCTION

- 14.01 If the Premises are destroyed or damaged so as to be unfit for habitation, and in the Society's reasonable opinion such damage or destruction cannot be repaired within thirty (30) days after the occurrence of such damage or destruction, then the Society shall have the option to terminate this Agreement at any time within sixty (60) days thereafter by giving written notice to the Life Tenant, and the Life Tenant shall execute any document necessary to give effect to this intention to terminate the Agreement. Upon such termination the Life Tenant shall immediately surrender the

Premises and release to the Society all of the Life Tenant's interest in this Agreement and the Society shall within ninety (90) days of the date of such damage or destruction, or upon receipt of the insurance proceeds in respect of such damage or destruction (provided that the Society proceeds diligently to recover such insurance proceeds), whichever is later, pay to the Life Tenant the Life Lease Capital Payment less the Deductions. If the Society does not elect to terminate this Agreement it shall proceed diligently to repair the Premises. In no event shall the Society be required to repair or restore any improvements or fixtures which were made or installed in the Premises by or on behalf of the Life Tenant.

15.00 APPLIANCES

- 15.01 The Life Tenant may use the existing appliances located in the Premises, and shall maintain them in a good state of repair. The Society shall be responsible for the costs of any repair or replacement of the Appliances caused by normal wear and tear. Upon the expiry or earlier termination of this Agreement the Life Tenant shall return the Appliances to the Society in the same condition as at the commencement of the Term, reasonable wear and tear only excepted.

16.00 ABANDONMENT OF PERSONAL PROPERTY

- 16.01 If the Society re-enters the Premises as a result of the abandonment of the Premises or the lawful termination of the Agreement and there is any property of the Life Tenant on the Premises, the Society shall be entitled to deal with such property in its absolute discretion including, without limitation, effecting the sale thereof and retaining the proceeds. The Life Tenant hereby releases any interest it might have in any property left in or about the Premises after such abandonment or termination of the Agreement. In addition to the rights set out herein, the Society shall have the right to reduce the amount due to the Life Tenant as set forth in Section 6.00 by an amount equal to the Society's costs in effecting the disposition of any such property.

17.00 REMOVAL OF LIENS

- 17.01 The Life Tenant shall do all things necessary to minimize the possibility of a lien under the *Builders Lien Act* (British Columbia), and amendments thereto, attaching to the Premises or the Development, and should a claim for any such lien be made or registered against the Premises, or the Development as a result of work performed in connection with the Premises, the Life Tenant shall discharge the same from title, at its expense, within ten (10) days of receiving notice of such registration.

18.00 DEFAULT OF LIFE TENANT

- 18.01 Notwithstanding anything contained in any present or future laws, statutory or otherwise, if and whenever during the Term of this Agreement the Life Tenant in the opinion of the Directors of the Society:
- (a) fails to pay the Taxes, Utilities, Monthly Maintenance Payments or any other payment under this Agreement when due and payable; or

- (b) fails to observe or perform any of the terms, covenants or conditions of this Agreement including the Rules and Regulations or the Housing Agreement to be observed or performed by the Life Tenant; or
- (c) allows the Premises or any part thereof to be used by any person other than those who are entitled to use the Premises or any part thereof under this Agreement or the Housing Agreement; or
- (d) abandons the Premises; or
- (e) fails to discharge a lien as required pursuant to paragraph 17.01 of this agreement; or
- (f) is no longer capable of independent living; or
- (g) materially misstates or fails to state material facts in the application for occupancy of a Dwelling Unit; or
- (h) has engaged in actions which constitute a threat to the health safety or enjoyment of residents of other Dwelling Units

then, in addition to any other remedies available to the Society pursuant to this Agreement or any applicable law, the Society may deliver to the Life Tenant a notice (the "Default Notice") specifying the event of default and requiring the Life Tenant to remedy the default not later than thirty (30) days from the date of receipt of the Default Notice. If the Life Tenant fails to remedy the default within the prescribed time limit then the Society may without further notice terminate this agreement and relet the Premises. All monies received by the Society hereunder will be applied in the following order:

- (i) to the payment of indebtedness other than Taxes, Utilities or Monthly Maintenance Payments due hereunder from the Life Tenant to the Society;
- (j) to the payment of all costs and expenses of reletting the Premises, including brokerage fees, commissions, administrative fees, legal fees and the costs of any necessary repairs to the Premises;
- (k) to the payment of all Taxes, Utilities, Monthly Maintenance Payments and any interest due thereon and unpaid hereunder;
- (l) to the payment of any amount required to release and discharge a security interest attaching to the Premises or the Development; and
- (m) to the payment of the residue to the Life Tenant, provided that such residue shall not exceed the amount to which the Life Tenant would have been entitled to receive under Section 6.00. Any excess of residue beyond that to which the Life Tenant is entitled hereunder shall revert to and become the sole property of the Society.

No re-entry by the Society will be construed as an election on its part to terminate this Agreement unless a written notice of that intention is given to the Life Tenant. The Life Tenant shall be conclusively deemed for all purposes to have abandoned the Premises if he or she removes therefrom substantially all of his or her personal property located on the Premises and if the Premises remain vacant for thirty (30) continuous days.

19.00 SUBORDINATION AND ATTORNMENT

- 19.01 At the option of the Society, this Agreement and all rights of the Life Tenant hereunder shall be subject and subordinate to any and all mortgages now or at any time hereafter existing which may now or at any time hereafter affect the Premises or the Development in whole or in part and to all renewals, modifications, replacements, and extensions thereof; provided further that the Life Tenant shall, when requested by the Society or by any mortgagee, attorn to and become the Life Tenant of such mortgagee for the remainder of the Term, or postpone and subordinate this Agreement to such mortgage.
- 19.02 The Life Tenant's obligation to execute an agreement subordinating this Agreement is subject to the mortgagee executing a non-disturbance agreement which permits the Life Tenant to continue his or her occupation of the Premises without additional obligation, provided that the Life Tenant is not in default under this Agreement and continues to perform all of the Life Tenant's obligations, covenants, conditions and agreements herein set forth.

20.00 MEDIATION & ARBITRATION

- 20.01 If any dispute shall arise between the parties hereto with reference to this Agreement or any matter arising hereunder the parties agree to attempt to resolve the dispute by participating in a structured negotiation conference with a mediator under the Commercial Mediation Rules of the British Columbia International Commerce Arbitration Centre ("BCICAC"). The appointing authority will be the BCICAC. If such dispute remains unresolved after mediation, the dispute shall be referred to arbitration by a single arbitrator agreed upon by the parties. If the parties cannot agree upon a single arbitrator, the arbitration shall be conducted by a single arbitrator appointed by a judge of the Supreme Court of British Columbia upon application of any of the parties. The arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia) and any amendments thereto. The decision of the arbitrator shall be binding and no appeal shall lie therefrom. The cost of the arbitration shall be borne equally by the parties.

21.00 NOTICE

- 21.01 Any notice, statement, demand, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently and effectually given to the Life Tenant if it is delivered to the Premises or delivered personally to the Life Tenant or to any other person upon the Premises who appears to be at least nineteen (19) years of age and to the Society if it is delivered to the Society by registered post to:

BEULAH HOUSING SOCIETY

*

or to such other address as the Society may from time to time advise the Life Tenant by notice in writing. If either party consists of more than one person any notice may be given to any one of them and shall have the same force and effect as if given to all of them.

22.00 GOVERNING LAW

22.01 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

23.00 INTERPRETATION

23.01 This Agreement shall be read with all changes in gender and number as required by the context. The term "Life Tenant" shall be deemed to include, where the context so requires, the term "Spouse of a Qualified Occupant". The article numbers, article headings, section numbers and section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

24.00 SUCCESSORS AND ASSIGNS

24.01 Save and except as otherwise provided in this Agreement, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns.

25.00 APPOINTMENT OF AGENT

25.01 The Society may, at its sole discretion, appoint an agent to administer this Agreement with all authority to conduct all inspections and repairs of the Premises, to show the Premises or the Development to prospective life tenants and to exercise all other rights of the Society hereunder.

26.00 AMENDMENT, WAIVER, ETC.

26.01 No amendment, waiver or renewal of any part of this Agreement shall be effective unless it is in writing and signed by the Life Tenant and the Society.

26.02 All the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article and paragraph hereof. Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered to be separate and severable from the remaining portion of the Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

BEULAH HOUSING SOCIETY

Per:_____

SIGNED SEALED & DELIVERED
in the presence of:

Name:)	
)	
Address:)	_____
)	*
Occupation:)	
)	
(as to all signatures))	_____
)	*

**3323-3367 East 4th Avenue
PUBLIC BENEFIT SUMMARY**

Project Summary:

A four-storey building with 54 life lease residential units targeted to seniors.

Public Benefit Summary:

If approved, the application would generate a DCL payment and it would provide 54 life-lease units for seniors.

	Current Zoning	Proposed Zoning
Zoning District	RT-2	CD-1
FSR (site area = 3,416.5 m ² /36,777 sq. ft.)	0.75	1.45
Buildable Floor Space (sq. ft.)	27,583	53,326
Land Use	Two-family dwelling, multiple-family housing	Multiple-family housing for seniors

Public Benefit Statistics		Value if built under Current Zoning (\$)	Value if built under Proposed Zoning (\$)
Required*	DCL (City-wide)	\$81,391	\$657,539
	DCL (Area Specific)		
	Public Art (\$1.81/sq. ft.)		
	20% Social Housing		
Offered (Community Amenity Contribution)	Heritage	N/A	
	Childcare Facilities		
	Cultural Facilities		
	Green Transportation/Public Realm		
	Housing (e.g. supportive, seniors)		
	Parks and Public Spaces		
	Social/Community Facilities		
	Unallocated		
	Other		
TOTAL VALUE OF PUBLIC BENEFITS		\$81,391	\$675,539

Other Benefits (non-market and/or STIR components):

54 life lease residential units secured for 60 years.

* DCLs, Public Art and Social Housing may have exemptions and/or minimum thresholds for qualification. For the City-wide DCL, revenues are allocated into the following public benefit categories: Parks (41%); Replacement Housing (32%); Transportation (22%); and Childcare (5%). Revenue allocations differ for each of the Area Specific DCL Districts.

3323-3367 East 4th Avenue
APPLICANT, PROPERTY AND DEVELOPMENT INFORMATION

APPLICANT AND PROPERTY INFORMATION

Street Address	3323-3367 East 4th Avenue
Legal Description	Lots 33, 34 and A, Block 91, Section 29, Town of Hastings Suburban Lands Plan 3672; PIDs: 004-583-345, 011-086-745 and 012-336-858 respectively
Applicant/Architect	Integra Architecture Inc.
Property Owner	Beulah Garden Homes Society
Developer	Beulah Garden Homes Society

SITE STATISTICS

AREA	3,416.5 m ² (36,777 sq.ft.)
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DEVELOPMENT STATISTICS

	DEVELOPMENT PERMITTED UNDER EXISTING ZONING	PROPOSED DEVELOPMENT	RECOMMENDED DEV'T (if different)
Zoning	RT-2	CD-1	
Uses	Two-family dwelling, multiple-family housing, Seniors Supportive or Assisted Housing, Institutional uses such as Ambulance, Child Day Care, etc.	multiple-family housing for seniors	
Dwelling Units	Duplexes 4 Multiple dwelling 26* *(Based on 822 sq.ft. per unit) Total 30	One-bedroom Units 14 Two-bedroom Units 40 Total 54	One-bedroom Units 8 Two-bedroom Units 46 Total 54
Dwelling Types	See above.	See above.	
Floor Space Ratio (FSR)	0.6 for duplexes and 0.75 for multiple dwelling	1.45	
Floor Area	2,562 m ² (27,583 sq.ft.)	4,953 m ² (53,318 sq.ft.)	
Maximum Height	9.2 m (30 feet)	14 m (46 ft.) to top of roof parapet	
Parking Spaces	as per Parking By-law	53 parking spaces	27 parking spaces* (*Based on 0.5 parking space per unit)
Bicycle Spaces	as per Parking By-law	Class A 14 lockers Class B 6 Total 6	Class A 34* Class B 6 Total 40 (*Based on 50% reduction from Parking By-law)