

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 5443 West Boulevard**

On November 27, 2012 the Director of Planning approved Development Application Number DE416155 to add to and alter the existing two-storey mixed-use commercial/residential building on the referenced lands by adding two floors of residential units (for a total of four) and relaxing the parking to two spaces, subject to a number of conditions, including council approval and that owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, securing all four of those residential units as market rental housing, and subject to a number of other conditions.

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagee. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Director of Planning's condition regarding a Housing Agreement and council approval.

Director of Legal Services
April 14, 2015

5443 West Boulevard



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 5443 West Boulevard**

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

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

PID: 005-191-106

Lot 3 of the South ½ of Lot 8
Block 17
District Lot 526
Plan 5928

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

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

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

Schedule A

FORM_C_V19 (Charge)

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 10 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

(Housing Agreement - 12-1744)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

005-191-106 LOT 3 OF THE SOUTH 1/2 OF LOT 8 BLOCK 17 DISTRICT LOT 526 PLAN 5928

STC? YES

3. NATURE OF INTEREST
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument.

02/12/2014

5. TRANSFEROR(S):

**0930100 B.C. LTD. (INC. NO. BC0930100)
VANCOUVER CITY SAVINGS CREDIT UNION (AS TO PRIORITY)**

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

CITY OF VANCOUVER

**453 WEST 12TH AVENUE
VANCOUVER**

**BRITISH COLUMBIA
CANADA**

V5Y 1V4


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7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

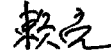

Jantzen C.M. Chu
Barrister & Solicitor, Notary
Suite 618, 3381 Cambie Street, Vancouver, BC V5Z 4R3
China: +86-135.2088.0208 Email: jcmcbns@yahoo.com
Canada: +1-778.898.8787 Facsimile: +1-604.430.8613

Execution Date

Y	M	D
14	12	02

Transferor(s) Signature(s)

0930100 B.C. LTD. by its authorized signatory(ies):



Print Name: Liang Lai

(as to both signatures)

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED


Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
14		
15	03	19


CITY OF VANCOUVER by its
authorized signatory:



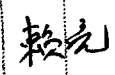
Shelley J. Cabico
A Commissioner for Taking
Affidavits for British Columbia
Vancouver City Savings Credit Union
5th Floor, 183 Terminal Avenue
Vancouver, B.C. V6A 4G2
Tel: 604-877-8463
Expiry Date: April 30, 2016
As to ALL signatures

VANCOUVER CITY SAVINGS CREDIT
UNION by its authorized signatory(ies):

Print Name:


Nissar Dalal
Manager
Community Business Support
Community Business

Print Name:

INITIALS


02/12/2014

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA2370406 and the Assignment of Rents CA2370407

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

Housing Agreement and Building Use Covenant
5443 West Boulevard

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, 0930100 B.C. Ltd., is called the "Owner" as more particularly defined in section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner has applied to redevelop the Lands pursuant to the Development Permit to alter the existing two-storey mixed used commercial/residential building on the Lands by adding two floors and two residential units (for a total of four residential units), and for a concurrent relaxation of the off-street parking requirements applicable to two parking spaces (the "Development"), and the Director of Planning has approved the same subject to a number of conditions, including that the Owner execute a housing agreement pursuant to section 565.2 of the *Vancouver Charter* to secure not less than 428.75 square metres of floor area comprising four market rental housing units as rental for the life of the building or 60 years, whichever is longer, including no-separate-sales and no-stratification covenants and such other terms and conditions as the Director of Legal Services may require in respect of such units, to the satisfaction of the Director of Legal Services and the Managing Director of Social Development (the "Rental Housing Condition"); and

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D. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

1. Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means each building or structure to be built or expanded and extended on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include

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Housing Agreement and Building Use Covenant
5443 West Boulevard

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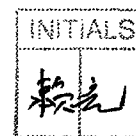
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temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (d) "Development" has the meaning ascribed to that term in Recital C;
- (e) "Development Permit" means any development permit issued by the City in response to development permit application DE416155, as the same may be amended from time to time;
- (f) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (g) "Director of Planning" means the chief administrator from time to time of the Planning and Development Services Department of the City and her/his successors in function and their respective nominees;
- (h) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (i) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (j) "Losses" means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (k) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (l) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (m) "Owner" means 0930100 B.C. Ltd. and includes any and all of either of its assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (n) "Rental Housing" means a dwelling unit which shall not be occupied by the Owner or any other owner of the same, or by a family member or affiliate of the Owner or any other such owner, but which is made available by such Owner/owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential

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Housing Agreement and Building Use Covenant
5443 West Boulevard



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accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (o) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (p) "Residential Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (q) "Secured Rental Units" means four Residential Units to be contained within the Building upon its completion, as part of the Development, and "Secured Rental Unit" means any one of them, and those terms include each and all dwelling units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (r) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (s) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Restrictions on Use and Subdivision. The Owner covenants and agrees that:

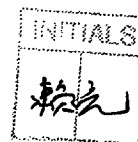
- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Secured Rental Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, all Secured Rental Units will only be used for the purpose of providing Rental Housing;
- (d) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Secured Rental Unit to be sold or otherwise transferred unless title to every Secured Rental Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold; and
- (f) throughout the Term, any sale or other form of transfer of title of a Secured Rental Unit in contravention of the covenant in section 2(d), and any subdivision of the Building or any part thereof, in contravention of the



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Housing Agreement and Building Use Covenant
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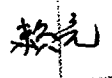


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covenant in section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.

3. Occupancy Restriction on the Lands. The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) no part of the Building will be used or occupied except as follows:
 - (i) the Owner will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of the Building and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for any part of the Building; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any part of the Building, notwithstanding completion of construction of any such part of the Building;

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until such time as an Occupancy Permit has been issued in respect of each of the Secured Rental Units in the Building; and

- (b) without limiting the general scope of this section 3, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this section 3.

4. Repair, Maintain and Insure. Throughout the Term the Owner shall keep and maintain the Secured Rental Units (or any replacement Secured Rental Units(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure them to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Secured Rental Units or any Unit or part thereof is damaged, the Owner shall promptly restore and repair them/it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

Prior to the issuance of an Occupancy Permit for the Building or any part thereof, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this Section 4, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

5. Substantial or Complete Destruction. In the event of the substantial or complete destruction or demolition of the Secured Rental Units or any of them prior to the 60 year anniversary of the date when this Agreement has been executed by all parties to it, the Owner shall promptly take all steps reasonably necessary to enable it to build replacement Secured Rental Unit(s) on the Lands, which Secured Rental Units(s) shall be subject to the same use restrictions as the Secured Rental Units are pursuant to this Agreement for the duration of the Term.

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6. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of the Secured Rental Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

7. Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

8. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint, judgment or order for any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

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9. Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

Attention: Managing Director, Social Development Department

(b) If to the Owner:

0930100 B.C. Ltd.
 #802 - 1925 Alberni Street
 Vancouver, British Columbia
 V6G 0A3

Attention: President

and any such notice, demand or request will be deemed given:

(a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

(b) if personally delivered, on the date when delivered,

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Housing Agreement and Building Use Covenant
 5443 West Boulevard

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or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

10. Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to sections 2(d) and 2(e).

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[Handwritten initials]

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11. Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

12. Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

13. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

14. Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

15. Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

16. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

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

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[Handwritten initials]

02/12/2014

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2370406 and the Assignment of Rents registered under number CA2370407;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder hereby:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Land in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT



02/12/2014

EXPLANATION**Vehicles for Hire By-law amending By-law
Re: Part time taxicabs**

The attached By-law will implement Council's resolution of March 25, 2015, to amend the Vehicles for Hire By-law to implement customer service improvements and to amend the By-law provisions regarding chauffeur's permits.

Director of Legal Services
April 14, 2015



BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding chauffeurs' permits and part-time taxicabs**

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

1. This By-law amends the indicated provisions and schedules of the Vehicles for Hire By-law No. 6066.
2. In section 2, under "Vehicle for Hire", Council:
 - (a) strikes out the definition of "Funeral Cab";
 - (b) strikes out the definition of "Taxicab" and substitutes:

“ "Taxicab", which means a motor vehicle with a seating capacity of no fewer than four and no more than seven passengers.”; and
 - (c) adds the following definition in alphabetical order:

“ "Part-time Taxicab", which means a taxicab licensed to operate part time in the City of Vancouver on weekends and on those days designated in this By-law.”
3. In section 6, Council strikes out the title "Chauffeur's Permits" and substitutes "Chauffeur's Permit".
4. Council strikes out section 6.1, 6.2, 6.3, 6.4 and 6.5, and substitutes:
 - "6. (1) A person must not drive, operate, or be in charge of a limousine, school shuttle van, or taxicab unless that person holds a current chauffeur's permit.
 - (2) A person must apply for a chauffeur's permit to the Chief Constable, who may issue or refuse to issue the permit in accordance with the provisions of this section 6.
 - (3) An applicant for a chauffeur's permit must provide, together with the application to the Chief Constable, documentation to establish that the applicant:
 - (a) is the holder of a valid Class 1, 2 or 4 driver's licence issued pursuant to the Motor Vehicle Act of British Columbia;
 - (b) has a working knowledge of city streets in the City of Vancouver;
 - (c) has completed the TaxiHost Pro course at the Justice Institute of British Columbia, or a similar driver training course approved by the Inspector;

- (d) if intending to drive a school shuttle van, has completed at least 6 hours of driver training designed to develop the driver's knowledge, skill and attitudes;
- (e) has a letter signed by the owner of a limousine, school shuttle van, or taxicab that is licensed in the City of Vancouver, indicating that the owner intends to hire the applicant immediately upon issuance of a chauffeur's permit; and
- (f) has completed an application for a criminal record check and has consented to the disclosure of the results of the criminal record check to the Chief Constable.

(4) If an applicant fails to comply with the requirements of subsection (3), the Chief Constable must refuse to issue the permit.

(5) Upon receipt of an application for a chauffeur's permit which complies with the requirements of subsection (3), the Chief Constable must ascertain whether the applicant:

- (a) has been convicted of a sexual offence for which the applicant has not received a pardon;
- (b) has been convicted of a Criminal Code offence which occurred while the applicant was driving, operating or in charge of a vehicle for hire and within the preceding three years;
- (c) has been convicted of Motor Vehicle Act offences on three or more different occasions, while the applicant was driving, operating or in charge of a vehicle for hire and within the preceding two years;
- (d) has been the subject of an administrative driving prohibition by the Superintendent of Motor Vehicles within the preceding three years; or
- (e) has received a notice of driving prohibition pursuant to section 94.1, 215 or 215.41 of the Motor Vehicle Act, which occurred while the applicant was driving, operating or in charge of a vehicle for hire and within the preceding three years.

(6) If the Chief Constable determines that the applicant:

- (a) has been convicted of a sexual offence;
- (b) has been convicted of a Criminal Code offence which occurred while the applicant was driving, operating or in charge of a vehicle for hire and within the preceding three years;

- (c) has been convicted of Motor Vehicle Act offences on three or more different occasions, while the applicant was driving, operating or in charge of a vehicle for hire and within the preceding two years; or
- (d) has been subject to an administrative driving prohibition by the Superintendent of Motor Vehicles within the preceding three years; or
- (e) has received a notice of driving prohibition, as described in subsection (5)(e);

the Chief Constable must refuse to issue a chauffeur's permit.

(7) Despite the provisions of subsection (6), if an applicant has a history of convictions or administrative driving prohibitions, or is the subject of an allegation of misconduct, or is charged with the contravention of a federal, provincial or municipal law or enactment, or demonstrates a pattern of use of or dealing in intoxicants or narcotic drugs, and if the Chief Constable determines that the history, allegation, charge or pattern of behaviour may indicate that the applicant is unfit to act as a chauffeur or that there is a risk to public safety or to passenger safety or security, the Chief Constable may refuse to issue a chauffeur's permit.

(8) If the Chief Constable determines that a person who is the holder of a chauffeur's permit has been convicted of a Criminal Code offence or an offence related to the operation of a motor vehicle, or has been subject to an administrative driving prohibition, or is the subject of an allegation of misconduct, or is charged with the contravention of a federal, provincial or municipal law or enactment, or demonstrates a pattern of use of or dealing in intoxicants or narcotic drugs, and if the Chief Constable determines that the history, allegation, charge or pattern of behaviour may indicate that the applicant is unfit to act as a chauffeur or that there is a risk to public safety or to passenger safety or security, the Chief Constable may suspend or cancel the chauffeur's permit.

(9) An appeal lies to Council from the refusal by the Chief Constable to issue a chauffeur's permit or from the decision of the Chief Constable to suspend or cancel a chauffeur's permit and Council may uphold or overturn the refusal or cancellation and may uphold, overturn or vary the suspension.

(10) The Chief Constable must issue a chauffeur's permit (new driver) to an applicant who complies with the requirements in this section 6 and:

- (a) does not hold a chauffeur's permit issued by the Chief Constable; or
- (b) is the holder of:
 - (i) a chauffeur's permit issued by the Chief Constable prior

to September 1, 2010; or

- (ii) a chauffeur's permit (new driver) issued by the Chief Constable within the preceding 12 months.

(11) The Chief Constable must issue a chauffeur's permit (graduated driver) to an applicant who complies with the requirements in this section 6 and:

- (a) has been the holder of:
 - (i) two chauffeur's permits issued by the Chief Constable,
 - (ii) a chauffeur's permit issued by the Chief Constable and a chauffeur's permit (new driver), or
 - (iii) two chauffeur's permits (new driver),in the preceding 24 months; or
- (b) holds a chauffeur's permit (graduated driver).

(12) A chauffeur's permit (new driver) issued under subsection 10 expires on the day preceding the permit holder's birthday next following the date of issuance of the permit unless the permit is sooner forfeited, suspended or revoked.

(13) A chauffeur's permit (graduated driver) issued under subsection 11 expires on the day preceding the permit holder's birthday two years following the date of issuance of the permit unless the permit is sooner forfeited, suspended or revoked.

(14) Every driver of a limousine, school shuttle van, or taxicab, must produce his or her chauffeur's permit for inspection upon request by the Inspector, the Chief Constable, or a police officer.

(15) The holder of a chauffeur's permit who is:

- (a) charged with an offence under the Criminal Code; or
- (b) convicted of an offence under the Criminal Code,

must immediately notify the Chief Constable.

(16) The holder of a chauffeur's permit who is:

- (a) charged with an offence under the Motor Vehicle Act; or
- (b) convicted of an offence under the Motor Vehicle Act,

must immediately notify the Chief Constable and provide the Chief Constable with a certified abstract of his driving record.”

5. In section 11, after section 11(4), Council adds:

“ (5) Despite the provisions of this section 11, the Inspector must not permit the transfer of a taxicab license or the transfer of the numbered or alpha-numeric plate issued in conjunction with a taxicab license, unless the Inspector is satisfied that the specific vehicle licensed as a taxicab and bearing the numbered or alpha-numeric plate issued in conjunction with that taxicab license, has been temporarily removed from service for repairs, permanently removed from all service as a taxicab or has been destroyed.”

6. In Section 14, Council:

(a) strikes out subsection (6);

(b) in subsection (8) strikes out the words “under this By-law or”; and

(c) re-numbers all the subsections after deleted subsection (6) in appropriate numerical order.

7. In Section 16, Council:

(a) in subsection (2)(b), strikes out the words “or, in the case of a high school or other group or organization receiving instruction, 3 additional students as passengers”;

(b) strikes out subsection (4); and

(c) re-numbers all the subsections after deleted subsection (4) in appropriate numerical order.

8. In Section 23, Council:

(a) in subsection 23(6) strikes out “and” and substitutes “or”;

(b) strikes out subsection 23(8) and substitutes:

“ (8) No taxicab shall be equipped with tinted windows, or with blinds, shades or similar devices designed to restrict visibility through windows, except that this prohibition shall not apply to dual taxicabs or handicapped cabs.”;

(c) strikes out subsection 23(10) and substitutes:

“ (10) Every holder of a license to operate a taxicab, other than a part-time taxicab, must ensure that the taxicab is in service and available for

hire 24 hours a day and 7 days a week, unless the Inspector is satisfied that the taxicab is not in service as the result of an accident, repairs, testing or a police investigation.”;

(d) in section 23(12), strikes out “is to seal the meter, in such manner as the Inspector deems advisable.” and substitutes “may either seal the meter or approve the sealing of the meter.”;

(e) after section 23(12), adds:

“ (12.1) The driver of a part-time taxicab must;

(a) ensure that the taxicab displays alpha numeric vehicle identification consisting of the identity numbers required by this by-law, followed by the letter “S” which must be the same colour as the identity numbers and no less than 9.5 centimeters high;

(b) only illuminate the top light of the taxicab when the taxicab is in service and available for hire and is operating in accordance with the terms and conditions of its licence and the provisions of this by-law;

(c) only be in service and available for hire during the following days and times:

(i) commencing no sooner than 3:00 p.m. on each Friday and Saturday and ending no later than 6:00 a.m. the following morning;

(ii) commencing no sooner than 3:00 p.m. on each day of the “Celebration of Light” Festival, and ending no later than 6:00 a.m. the following morning;

(iii) commencing no sooner than 3:00 p.m. on October 31, and ending no later than 6:00 a.m. the following morning;

(iv) commencing no sooner than 3:00 p.m. on December 31, and ending no later than 6:00 a.m. the following morning; and

(v) on “Black” and “Red” cruise ship days and all special event days, as designated by the Passenger Transportation Board and listed in the Passenger Transportation Board Rule.”;

(f) in section 23(14), strikes out 23(14)(a) and substitutes:

“(a) the date, the time and the address or intersection where the trip commenced and the date, the time and the address or intersection

where the trip ended, which information shall be recorded as soon as practicable upon completion of each trip;”;

(g) in section 23 (14):

- (i) strikes out subsection (d),
- (ii) at the end of subsection (b) adds “and”, and,
- (iii) at the end of subsection (c) strikes out “;” and substitutes “.”;

(h) strikes out sections 23(17), 23(18), 23(19) and 23(20) and substitutes:

“ (17) The owner of a taxicab must keep the record referred to in subsection (14) at the owner’s place of business for a period of 6 months and must produce the record to the Chief Constable or the Inspector if requested to do so.

(18) Subject to the provisions of this by-law regarding service by dual taxicabs, the driver of a taxicab must;

- (a) provide service to any orderly person if available to do so;
- (b) provide service to persons based on the order of their requests for service;
- (c) only provide service during a trip to the passenger or passengers who requested the service at the beginning of the trip;
- (d) not carry multiple passengers for separate fares during a single trip; and
- (e) inform any person requesting service if the desired service will not be available within a reasonable time.

(19) Despite the provisions of section (18), the driver of a dual taxicab must give priority to requests for service from handicapped or wheelchair bound persons over other service requests.”;

(i) strikes out section 23(21) and substitutes:

“ (21) The Inspector must not license a vehicle as a taxicab if that vehicle is more than two years old, calculated from the year of its manufacture, except that the Inspector may renew the license of a previously licensed taxicab if that vehicle is no more than seven years old, calculated from the year of its manufacture.”;

- (j) strikes out section 23(22) and substitutes:
 - “ (22) Every taxicab must be equipped with a two-way radio or other communication device which must be capable of sending and receiving calls from the taxi dispatch center and must be maintained in good working order.”;
- (k) strikes out section 23(22A) and substitutes:
 - “ (22A.1) Every taxicab must be equipped with a map-enabled global positioning system (GPS) which must be: maintained in good working order; in operation at all times; capable of determining the location, speed and direction of the taxicab and to provide trip route information; and capable of retaining data for at least 365 days.
 - (22A.2) The owner of a taxicab must retain the data gathered by the GPS system in the taxicab for 365 days and must provide that data to the Chief Constable or Chief License Inspector if requested to do so.”;
- (l) strikes out subsection 23(24);
- (m) strikes out all of the numbers of the subsections in section 23 and renumbers them in the appropriate numerical order;
- (n) in re-numbered subsection (6), strikes out “(4) and (4.1)” and substitutes “(5) and (6)”;
- (o) in re-numbered subsection (18), strikes out “(14)” and substitutes “(17)”;
- (p) in re-numbered subsection (20), strikes out “(14)” and substitutes “(17)”;
- (q) in re-numbered subsection (22), strikes out “(18)” and substitutes “(21)”.

9. In section 24, Council:

- (a) strikes out subsection (1)(a) and re-names subsections (1)(b) and (1)(c) as (1)(a) and (1)(b) respectively;
- (b) strikes out subsection (2)(a) and substitutes:
 - “(a) must advertise to the public that the vehicle is equipped to serve handicapped and wheelchair bound passengers and that requests for service from such persons will receive priority over other requests for service.”;
- (c) in subsection (2)(b) strikes out “(14)” and substitutes “(18)”;
- (d) at the end of subsection (2)(c) adds “and”;

- (e) at the end of subsection (2)(d) strikes out “;” and substitutes “.”; and
- (f) strikes out subsection (2)(e).

10. In section 25, Council:

- (a) re-numbers sections “(17)” and “(18)” as “(18)” and “(19)” respectively; and adds, in the appropriate numerical order:

“ (17) The driver of a taxicab must not illuminate the top light of the taxicab unless the taxicab is in service and available for hire and is operating in accordance with the terms and conditions of its licence and the provisions of this By-law.”

11. In section 28, Council strikes out subsection (17) and substitutes:

“ (17) Every owner and driver of a taxicab must:

- (a) search the taxicab after every trip for any lost or forgotten property;
- (b) immediately return all property found in the taxicab to the passenger; and
- (c) if the property is unclaimed or the passenger cannot be located, deliver the property to the place of business of the owner or driver and keep the property in safe keeping for a minimum of 90 days.”

12. In section 32(1), Council strikes out “23(19)” and substitutes “23(14), 23(15) (b), 23(16) or “23(21)(a)”.

13. In Schedule A, in alphabetical order, Council adds:

“Part-time Taxicab, for each vehicle 548.00”

14. Council strikes out Section 17 and replaces it with the following:

“17. REPEALED”

15. Council strikes out the Table of Contents in By-law 6066 and substitutes the Table of Contents attached hereto as Schedule 1.

- 16. In Schedule A, Council strikes out the reference to “Funeral Cab”.
- 17. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015.

Mayor

City Clerk

Schedule 1

TABLE OF CONTENTS

1. Name of By-law
2. Definitions
3. Table of contents
4. Exemptions
5. Types of vehicles for hire
6. Chauffeur's permit
7. Vehicle for hire license
- 7A. Cost of police records check
8. Term of license
9. Suspension or revocation of license
10. Appeal of suspension
11. Transfer of license
12. Numbered plate
13. Valid decal
14. Limousine hires
15. Courier bicycles
16. Driver instruction vehicles
17. REPEALED
18. Handicapped cabs
19. Horse-drawn carriages
20. Pedicabs and motor assisted pedicabs
21. Public buses
22. School shuttle vans
23. Taxicabs
24. Dual taxicabs
25. Taxicab rates and fares
26. Tow trucks
27. U-drives
28. Vehicles for hire
29. Effect of non-compliance
30. False statements
31. Infractions
32. Fines and penalties
33. Repeal
34. Force and effect

EXPLANATION

**Ticket Offences By-law amending By-law No. 9360
Re: Housekeeping amendments related to the
Water Shortage Response By-law and the Water Works By-law**

This By-law contains housekeeping amendments to reflect a recent change to the numbering of the section in the Water Works By-law that creates the offence of wasting water and to increase the fines for offences related to water restrictions and wasting water, to make them consistent with the minimum fines that are provided for those offences in the Water Shortage Response By-law and the Water Works By-law. The version of this By-law enacted on March 24, 2015 omitted the enactment date. The By-law has been altered to correct this issue.

Director of Legal Services
April 14, 2015



BY-LAW NO. _____

**A By-law to amend Ticket Offences By-law No. 9360
regarding housekeeping amendments related to the
Water Shortage Response By-law and the Water Works By-law**

The Council of the City of Vancouver, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of By-law No. 9360.
2. Council hereby repeals By-law No. 11179.
3. Council strikes out Tables 6 and 7 of By-law No. 9360 and substitutes:

**“Table 6
Water Shortage Response By-law**

Column 1	Column 2	Column 3	Column 4
City Engineer	Water residential lawn outside permitted hours Stage 1	Section 5.1(a)	\$250.00
	Water non-residential lawn outside permitted hours Stage 1	Section 5.1(b)	\$250.00
	Water residential lawn outside permitted hours Stage 2	Section 5.3(a)	\$250.00
	Water non-residential lawn outside permitted hours Stage 2	Section 5.3(b)	\$250.00

**Table 7
Water Works By-law**

Column 1	Column 2	Column 3	Column 4
City Engineer	Wasting water	Section 3.7	\$250.00

”

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

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

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk