

**EXPLANATION****A By-law to amend False Creek Area  
Development Plan for Area 10B By-law No. 5478**

Following the Public Hearing on July 7, 2020, and the Standing Committee on City Finance and Services meeting on July 8, 2020, Council resolved to amend the False Creek Area Development Plan for Area 10B (Area Development Plan) to create a new Development Area for the site located at 1595 West 2nd Avenue. The amendments would permit the future development of a six-storey affordable rental residential building with commercial uses on the ground floor. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2020

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend False Creek Area  
Development Plan for Area 10B By-law No. 5478**

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

1. This By-law amends the indicated provisions of Schedule A of the False Creek Area Development Plan for Area 10B By-law No. 5478.

2. Council strikes out the table under the Land Use and Development section and substitutes the following:

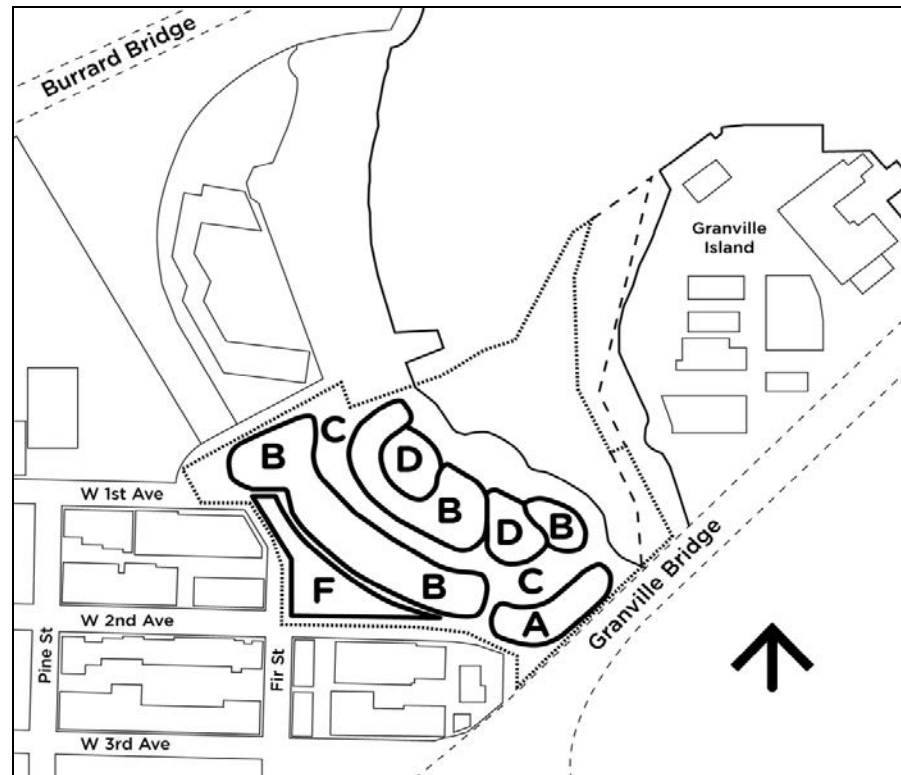
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<b>Sites</b>	<b>Site Area (Acres)</b>	<b>Site Area (Hectares)</b>	<b>Built Area (Acres)</b>	<b>Built Area (Hectares)</b>	<b>Uses</b>
A	1.0 max.	(0.405) max.	0.83 max.	(0.336) max.	Mixed Use
B	3.5 max.	(1,416) max.	2.30 max.	(0.931) max.	Residential/ Community
C	1.8 min.	(0.728) min.	0	0	Public Open Space
D	1.0 min.	(0.405) min.	0	0	New Water Bay
E	0.291 max.	(0.118) max.	0	0	Rights of Way and other Residual Areas
F	0.809 max.	(0.327) max.	0.512 max.	0.21 max.	Mixed Use

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3. Council strikes out Diagram 2 and substitutes the following:

“Diagram 2



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4. Following the View of Development Plan section, Council adds the following:

“Site F Development

Notwithstanding the sections entitled “Building Heights”, “Public Open Space and Pedestrian Circulation”, “Vehicular Circulation and Parking”, “Water Area”, “Development Plan”, and “View of Development Plan”, development on Site F must meet the following regulations and requirements:

- (1) The following uses may be permitted:
  - (a) Dwelling uses, limited to dwelling units used for secured market rental housing or for social housing limited to rental housing owned by a non-profit co-operative association, with a minimum of 20% of the total dwelling unit area used for Moderate Income Rental Housing Units, where “Dwelling Unit Area” is the floor area of each dwelling unit, measured to the inside of all perimeter walls excluding any floor area as permitted by (4) below, and “Moderate Income Rental Housing Units” means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property;

- (b) Institutional Uses, limited to Child Day Care Facility;
  - (c) Cultural and Recreational Uses, limited to Artist Studio and Fitness Centre – Class 1;
  - (d) Manufacturing Uses, limited to Clothing Manufacturing, Furniture or Fixtures Manufacturing, Miscellaneous Products Manufacturing – Class B, Printing or Publishing, Shoes or Boots Manufacturing;
  - (e) Retail Uses, limited to Farmers' Market, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Retail Store; and
  - (f) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Production or Rehearsal Studio, Restaurant – Class 1, School – Arts or Self-Improvement, School – Vocational or Trade.
- (2) Commercial uses are permitted on the first floor only.
- (3) The design and layout of at least 35% of the dwelling units must:
- (a) be suitable for family housing;
  - (b) include two or more bedrooms, though inclusion of three-bedroom units is encouraged; and
  - (c) comply with Council's "High-Density Housing for Families With Children Guidelines", including provision of indoor and outdoor amenity space.
- (4) The gross floor area for all uses must not exceed 7618.05 m<sup>2</sup> (82,000 sq. ft.). The gross floor area includes all above grade interior floor spaces for all uses and all typical floor area exclusions such as storage areas, and amenity rooms. Where floor area associated with storage space is excluded, a minimum of 20% of the excluded floor area must be located within the Moderate Income Rental Housing Units.
- (5) A building up to 6 storeys is permitted.
- (6) The following street improvements and setbacks are required:
- a minimum 7 m (22.97 ft.) SRW along the northern portion of Fir Street between West 1st Avenue and the lane to the south for street and transportation purposes.
  - a 17 m x 17 m (55.77 ft. x 55.77 ft.) corner-cut truncation from the existing property line in the southwest corner of the site, secured as an SRW and/or dedication;
  - a 1.5 m (4.92 ft.) setback from the property line on West 2nd Avenue;



- a 0.61 m (2 ft.) setback from the property line on Fir Street; and
  - a 3.66 m (12 ft.) setback along the northern property line to enhance urban design performance and create a pedestrian connection.
- (7) Vehicle and visitor parking, loading, and bicycle parking must be provided in accordance with the Parking By-law.
- (8) Upper levels of any buildings on this site must be terraced and stepped back to reduce the scale of the building, provide outdoor opportunities and minimize shadowing impacts on adjacent buildings.
- (9) Any development must integrate on-site open space and maximize tree retention. The development proposal must include public realm features (i.e. street trees, landscaping, street lights, and street furniture, as required).
- (10) The building must be designed to activate and enhance open space and streetscape.
- (11) At Development Permit application, the applicant is encouraged to engage with the Squamish Nation to ensure compatibility of plans with the adjacent Senakw development.”.
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2020

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Mayor

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Acting City Clerk

**EXPLANATION****A By-law to amend the Street and Traffic By-law No. 2849  
regarding speed limits in school zones**

Enactment of the attached By-law will implement Council's resolution of July 7, 2020 to amend the Street and Traffic By-law to remove time of day and time of week restrictions on 30 km/h school and playground zones, making them effective 24 hours per day, 7 days a week.

Director of Legal Services  
July 21, 2020

## **BY-LAW NO.**

### **A By-law to amend the Street and Traffic By-law No. 2849 regarding speed limits in school zones**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. Council strikes subsections 10(2) and 10(3) and replaces them as follows:
  - “(2) Whenever any portion of a street has been designated under subsection (1), the driver of every vehicle shall obey the instruction, prohibition or direction indicated on the traffic sign or marking, provided however that wherever the sign or marking is erected on a street containing a central boulevard the sign or marking shall govern only that portion of the school crossing which is on the same side of the street in which the vehicle is lawfully travelling.
  - (3) If any traffic sign placed in advance of a designated school crossing referred to in subsection (1) contains the words "No Passing", no driver of a vehicle shall overtake and pass any moving vehicle while upon that portion of the street between the said sign and the designated school crossing.”
3. Council strikes section 44 and replaces it as follows:
  - “44. Where traffic signs are located, established or maintained on any street indicating that the rate of speed of all vehicles is regulated or fixed on any such street in any zone, place or area indicated by the location of such signs, no person shall drive such a vehicle at a greater rate of speed than that shown on the sign, provided however, that wherever such signs are displayed indicating that the zone, place or area is in the vicinity of a school, such restriction of speed shall be applicable all times of the day every day of the year; and whenever such signs are displayed indicating that the zone, place or area is in the vicinity of a playground, such restriction of speed shall be applicable all times of the day every day of the year. For the purpose of this section where signs are displayed indicating the zone, place or area is in the vicinity of a school and or playground, where times of day are prominently displayed on any sign with numerals, the maximum speed allowed in the zone shall be that number of kilometres per hour indicated by such numerals and applicable all times of the day every day of the year. For the purpose of this section where numerals alone, are prominently displayed on any sign, the maximum speed allowed in the zone shall be that number of kilometres per hour indicated by such numerals.”
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                      , 2020

Mayor

Acting City Clerk

## EXPLANATION

### **A By-law to amend Fire By-law No. 12472 Regarding Exploding Animal Deterrents**

The attached By-law will implement Council's resolution of July 21, 2020 to amend the Fire By-law to prohibit the sale, offer for sale, or discharge of exploding animal deterrents in Vancouver.

Director of Legal Services  
July 21, 2020

## BY-LAW NO.

### A By-law to amend Fire By-law No. 12472 Regarding Exploding Animal Deterrents

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

1. This By-law amends the indicated provisions of Fire By-law No. 12472.
2. In section 1(c) of Schedule A, Council:
  - (a) adds the following new definition in the correct alphabetical order:

*“Exploding Animal Deterrent”* means a type of *low-hazard special purpose explosive* that produces only noise designed to scare away bears and other animals, that includes but is not limited to devices known as air bangers, bear bangers, and seal bombs.”;
  - (b) in the definition of *Explosives*, adds “, but does not include *exploding animal deterrents*” after “and includes *fireworks*”;
  - (c) adds the following new definition in the correct alphabetical order:

*“Low-hazard special purpose explosives”* means *explosives* that have been classified as Type S.1 in accordance with the Explosives Regulations under the Explosives Act (Canada).”; and
  - (d) adds the following new definition in the correct alphabetical order:

*“Chief Constable”* means the Chief Constable of the City for the time being and any person authorized to act on behalf of the *Chief Constable*.”.
3. In section 36 of Schedule B, Council adds the following new Article in the correct numerical order:

#### **“5.7.2.4. Exploding Animal Deterrent Regulations**

- 1) No person shall sell, offer for sale, or discharge *exploding animal deterrents*.
- 2) The *Fire Chief* or the *Chief Constable* may seize *exploding animal deterrents* that are sold, offered for sale, or discharged in violation of this By-law and may dispose of such *exploding animal deterrents* without compensation to any person.”.

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

ENACTED by Council this                      day of                      , 2020

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Mayor

Acting City Clerk

**EXPLANATION****A By-law to amend the  
Ticket Offences By-law No. 9360 regarding Exploding Animal Deterrents**

The attached By-law will implement Council's resolution of July 21, 2020 to amend the Ticket Offences By-law to make the sale, offer for sale, or discharge of exploding animal deterrents in Vancouver a ticketable offence.

Director of Legal Services  
July 21, 2020



**BY-LAW NO.**

**A By-law to amend the  
Ticket Offences By-law No. 9360 regarding Exploding Animal Deterrents**

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. In Table 8.2, Council adds a new row in the appropriate numerical order as follows:

“

	Sell, offer for sale or discharge exploding animal deterrents	5.7.2.4.(1) Division B	\$1,000.00
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3. 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.
4. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2020

Mayor

Acting City Clerk

**EXPLANATION****By-law to amend Zoning and Development By-law No. 3575  
to rezone an area to CD-1 re: 3429-3469 Fraser Street**

Following the Public Hearing on October 1, 2019, Council gave conditional approval to the rezoning of the site at 3429-3469 Fraser Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2020

**BY-LAW NO.**

**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area to CD-1**

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

**Zoning District Plan Amendment**

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-758 (g) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (746).

**Uses**

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (746), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;
- (b) Retail Uses, limited to Farmer's Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (c) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (d) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (e) Office Uses;

- (f) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 3.

### **Conditions of use**

4.1 No portion of the first storey of a building, within a depth of 10.7 m of the front wall of the building and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

4.2 All commercial uses and accessory uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

- (a) Farmer's Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

4.3 The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

### **Floor area and density**

5.1 Computation of floor space ratio must assume that the site consists of 2,397.1 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 3.43.

5.3 Computation of floor area must include all floors of all buildings, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

#### 5.4 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% of the permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of the 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 base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

#### **Building height**

6. Building height, measured from base surface to top of parapet, must not exceed 21.8 m.

#### **Horizontal angle of daylight**

7.1 Each habitable room must have at least one window on an exterior wall of a building.

7.2 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.

7.3 Measurement of the plane or planes referred to in Section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, 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 unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 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 (746).

7.6 A habitable room referred to in section 7.1 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 m<sup>2</sup>.

### **Acoustics**

8. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustic engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

<b>Portions of dwelling units</b>	<b>Noise levels (Decibels)</b>
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

### **Zoning and Development By-law**

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (746).

### **Severability**

10. 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.

## Force and effect

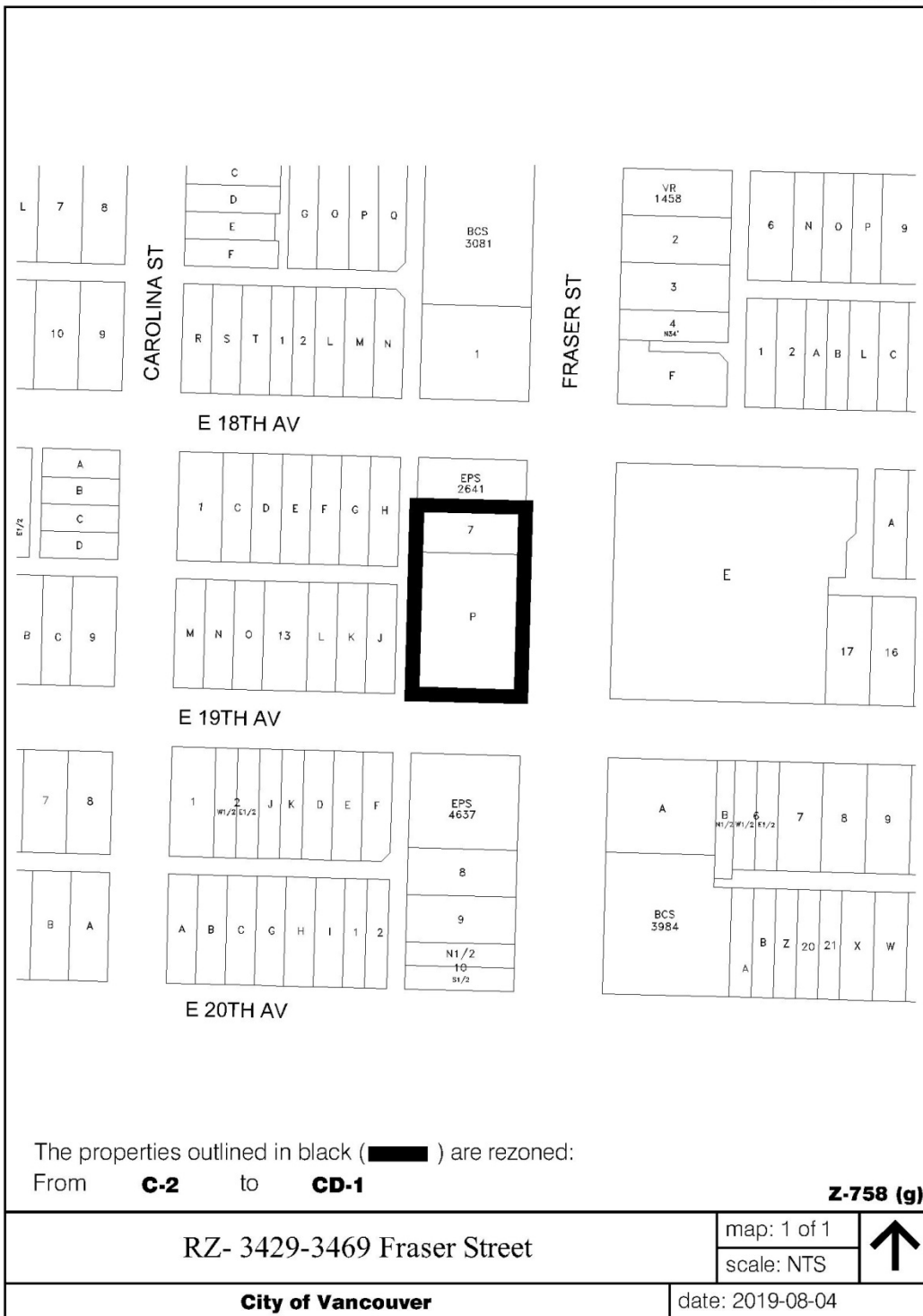
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2019

Mayor

Acting City Clerk

**Schedule A**





**EXPLANATION****By-law to amend Zoning and Development By-law No. 3575  
to rezone an area to CD-1 re: 2542-2570 Garden Drive and  
2309-2369 East 10th Avenue**

Following the Public Hearing on January 17, 2019 and the regular Council meeting on January 29, 2019, Council gave conditional approval to the rezoning of the site at 2542-2570 Garden Drive and 2309-2369 East 10th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2020

2542-2570 Garden Drive and  
2309-2369 East 10th Avenue

## **BY-LAW NO.**

### **A By-law to amend Zoning and Development By-law No. 3575 to rezone an area to CD-1**

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

#### **Zoning District Plan Amendment**

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 numbered Z-746 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

#### **Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (747).

#### **Uses**

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (747), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling;
- (b) Retail Uses, limited to Public Bike Share; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

#### **Conditions of Use**

4. The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms, of which:
  - (i) at least 25% of the total dwelling units must be two-bedroom units; and
  - (ii) at least 10% of the total dwelling units must be three-bedroom units; and

- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

## **Floor Area and Density**

5.1 Computation of floor space ratio must assume that the site area is 2,065.1 m<sup>2</sup> being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 2.65.

5.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

5.4 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% of permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that 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 base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

5.6 The use of floor area excluded under sections 5.4 and 5.5 must not include any use other than that which justified the exclusion.

## **Building Height**

6. Building height, measured from base surface to the top of the highest roof, must not exceed 20.8 m, except that no part of the development shall protrude into the approved view cones as set out in the City of Vancouver View Protection Guidelines.

## **Horizontal Angle of Daylight**

7.1 Each habitable room must have at least one window on an exterior wall of a building.

7.2 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.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, 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 unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 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 (747).

7.6 A habitable room referred to in section 7.1 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 m<sup>2</sup>.

## **Acoustics**

8. All development permit applications require evidence in the form of a report and recommendations prepared by a registered professional acoustical engineer demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise levels in decibels.

<b>Portions of dwelling units</b>	<b>Noise levels (Decibels)</b>
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

## Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (747).

## Severability

10. 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.

## Force and effect

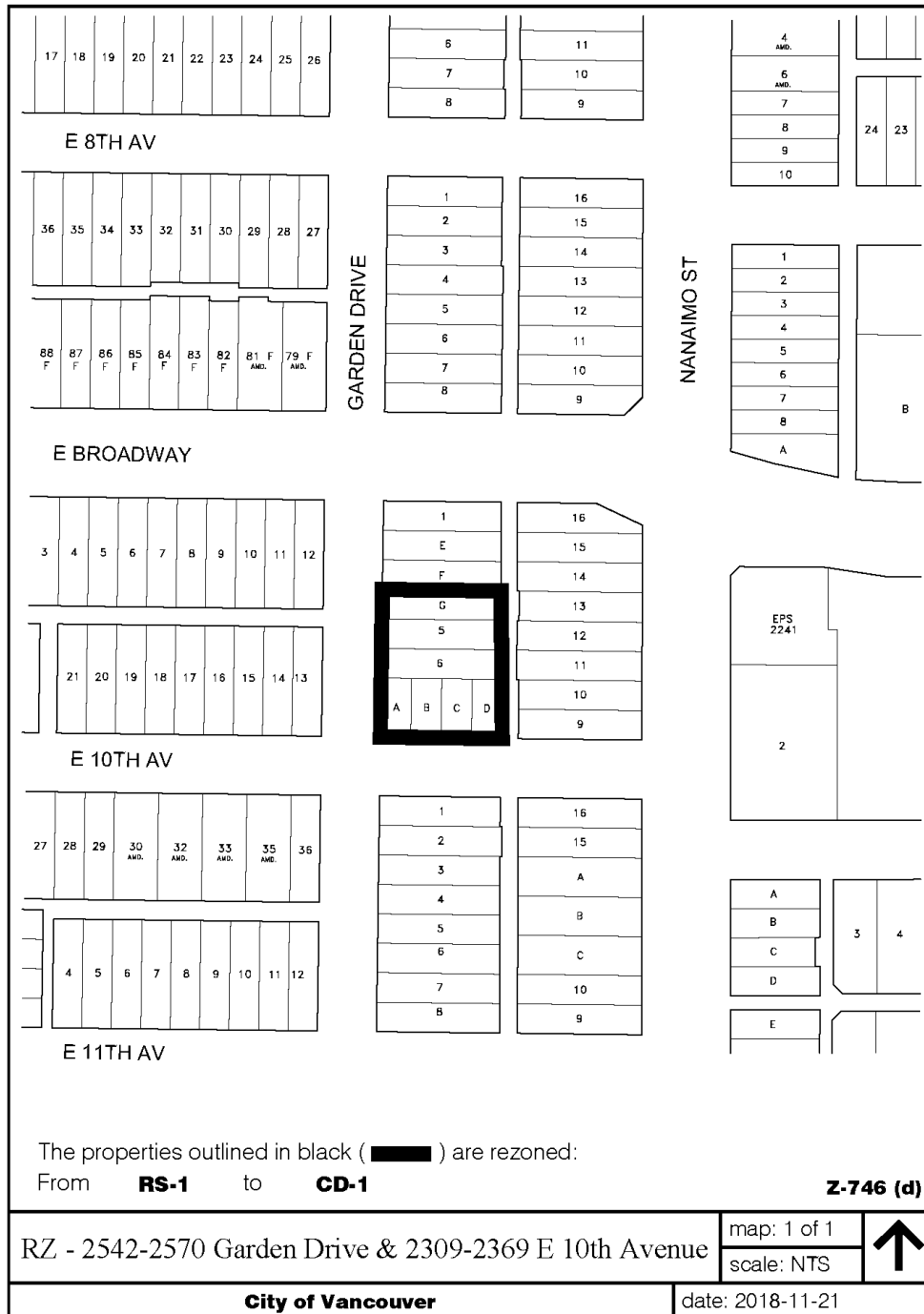
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this       day of \_\_\_\_\_, 2020

Mayor

Acting City Clerk

# Schedule A



**EXPLANATION****By-law to amend Zoning and Development By-law No. 3575  
to rezone an area to CD-1 re: 1805 Larch Street**

Following the Public Hearing on December 12, 17 and 18, 2019, Council gave conditional approval to the rezoning of the site at 1805 Larch Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2020

1805 Larch Street

## **BY-LAW NO.**

### **A By-law to amend Zoning and Development By-law No. 3575 to rezone an area to CD-1**

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

#### **Zoning District Plan Amendment**

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-762 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

#### **Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (748).

#### **Definitions**

3. Words in this By-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this By-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Moderate Income Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

#### **Uses**

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (748), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling;
- (b) Retail Uses, limited to Public Bike Share; and



- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

### **Conditions of Use**

5.1 A minimum of 20% of the total dwelling unit area must be Moderate Income Rental Housing Units.

5.2 The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

5.3 The uppermost storey is limited to amenity areas, recreational facilities and meeting rooms accessory to dwelling uses, to be made available only to occupants of dwelling units within the building.

### **Floor Area and Density**

6.1 Computation of floor space ratio must assume that the site consists of 1,644.38 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 2.53.

6.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floors, both above and below base surface, measured to the extreme outer limits of the building.

6.4 Computation of floor area and dwelling unit 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% of the permitted floor area; and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the 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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4 (e), a minimum of 20% of the excluded floor area must be located within the Moderate Income Rental Housing Units.

### **Building Height**

7. Building height, measured from base surface to top of parapet, must not exceed 20.5 m.

### **Horizontal Angle of Daylight**

8.1 Each habitable room must have at least one window on an exterior wall of a building.

8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and

- (a) the minimum distance of unobstructed view is not less than 3.7 m; or
- (b) the habitable room is within a unit assigned to moderate income households and containing a minimum of three bedrooms, where the horizontal angle of daylight requirements is relaxed for no greater than one of the habitable rooms in the unit.

8.5 An obstruction referred to in section 8.2 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 (748).

8.6 A habitable room referred to in section 8.1 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)  $9.3 \text{ m}^2$ .

## Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (748).

## Severability

10. 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.

## Force and effect

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

ENACTED by Council this      day of      , 2020

Mayor

Acting City Clerk

**Schedule A**



**A By-law to amend  
CD-1 (248) By-law No. 6564**

Following the Public Hearing on November 14, 2017 and the Regular Council meeting on November 28, 2017, Council resolved to amend CD-1 (248) for 1523 Davie Street (Gabriola Mansion) to increase the maximum floor space ratio from 0.35 to 0.87 to allow for the conversion of the existing heritage building into 16 rental dwelling units, for the construction of four rental infill townhouses along the lane, and for the restoration and designation of significant heritage features. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2020

1523 Davie Street  
(Gabriola Mansion,  
formerly known as  
Angus Apartments)

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend CD-1 (248) By-law No. 6564**

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

1. This By-law amends the indicated provisions of By-law No. 6564.
2. In section 2, Council strikes out subsections (a) through (f) and substitutes:
  - “(a) Dwelling Uses, limited to Multiple Dwelling and Infill Multiple Dwelling; and
  - (b) Accessory Uses ancillary to those uses listed in this section 2.”.
3. Council strikes out section 3, Floor Space Ratio, and substitutes the following:

**“3. Floor area and density**

3.1 Computation of floor area must assume that the site area is 2,410 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The floor space ratio for all uses must not exceed 0.87.

3.3 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% of permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, 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 base surface,

except that the exclusion for a parking space must not exceed 7.3 m in length; and

- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

3.4 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

3.5 The use of floor area excluded under sections 3.3 and 3.4 must not include any use other than that which justified the exclusion.”.

- 4. Council strikes out section 4, Height, and substitutes the following:

**“4. Building Height**

Building height, measured from base surface, must not exceed 16.05 m in height calculated from base surface to the top of any parapet.”.

- 5. Council strikes out section 5, Off-street Parking and section 6, Off-street Loading, and rennumbers section 7 as section 5.

- 6. Council strikes out renumbered section 5, Acoustics, and substitutes the following:

**“5. Acoustics**

A development permit application for dwelling uses must include an acoustical report prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

”.

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

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

ENACTED by Council this       day of       , 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting City Clerk



**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area from RS-1 to RM-8A**

Following the Public Hearing on May 16, 2019, Council gave conditional approval to rezone 847-867 West 28th Avenue from RS-1 (One-Family Dwelling) District to RM-8A (Multiple Dwelling) District to permit a townhouse development with a floor space ratio (FSR) up to 1.2. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2020

847-867 West 28th Avenue

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area from RS-1 to RM-8A**

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. 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-753 (d) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8A District Schedule.
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                      , 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting City Clerk



**EXPLANATION****A By-law to amend  
CD-1 (642) By-law No. 11658**

Following the Public Hearing on July 18, 2018 and regular Council Meeting on July 24, 2018, Council resolved to amend CD-1 (642) for 2133 Nanton Avenue and 4189 Yew Street (Arbutus Centre). The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
July 21, 2020

2133 Nanton Avenue  
and 4189 Yew Street  
(Arbutus Centre)

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend CD-1 (642) By-law No. 11658**

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

1. This By-law amends the indicated provisions of By-law No. 11658.
2. Council adds the following as a new section 4.3:

“4.3 The design and layout of at least 35% of the secured market rental dwelling units must:

  - (a) be suitable for family housing;
  - (b) include two or more bedrooms; and
  - (c) comply with Council's “*High Density Housing for Families with Children Guidelines*”.
3. In section 5.1, Council strikes out “67 065 m<sup>2</sup>” and substitutes “75 081 m<sup>2</sup>”.
4. In section 5.1(a), Council strikes out “55 750 m<sup>2</sup>” and substitutes “65 016 m<sup>2</sup>”.
5. In section 5.1(b), Council strikes out “11 065 m<sup>2</sup>” and substitutes “10 065 m<sup>2</sup>”.
6. In section 5.3(a), Council strikes out “8%” and substitutes “12%”.
7. Council adds the following as a new section 5.6:

“5.6 The gross floor area for each of sub-areas B, C and D must not exceed the maximum for that sub-area as set out in the table below.

Sub-area	Maximum Gross Floor Area
B	20,129 m <sup>2</sup>
C	5,963 m <sup>2</sup>
D	22,313 m <sup>2</sup>

”.

8. Council adds the following as a new section 5.7:

“5.7 The commercial floor area for each sub-area must not be less than set out in the table below.

Sub-area	Minimum non-dwelling use Gross Floor Area
A	6,499 m <sup>2</sup>
B	2,647 m <sup>2</sup>
C	224 m <sup>2</sup>
D	695 m <sup>2</sup>

”.

9. In section 6, Council strikes out “solely for the purpose of height calculation.”

10. In section 7.2, Council strikes out the table and substitutes the table below:

“

Sub-area	Maximum building height
A	65 m
B	57 m
C	60 m
D	72 m

”.

11. Council adds the following as section 8, and renumbers the remaining sections accordingly:

**“8. Horizontal angle of daylight**

8.1 Each habitable room must have at least one window on an exterior wall of a building.

8.2 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.

8.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development permit Board may relax the horizontal angle of daylight requirement if:

(a) The Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and

(b) The minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referenced to in section 6.2 does not include:

(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 (642).

8.6 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 m<sup>2</sup>. ”.

12. 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.

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

ENACTED by Council this                      day of                      , 2020

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Mayor

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Acting City Clerk

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 731 – 743 East Broadway**

On October 3, 2019, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Development and Sustainability and the Director of Legal Services prior to the issuance of a Development Permit. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

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

Director of Legal Services  
July 21, 2020



741 – 743 East Broadway

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 741 – 743 East Broadway**

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:

031-065-279

Parcel A Block 118 District Lot 264A Group 1 New  
Westminster District Plan EPP92964

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                      , 2020

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Mayor

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Acting City Clerk

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

PAGE 1 OF 17 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

**DENTONS CANADA LLP**

Barristers and Solicitors

20th Floor, 250 Howe Street

Vancouver

BC V6C 3R8

Telephone 604-687-4460

File No. 579791-1/WC(6778)jl

HOUSING AGREEMENT COVENANT

Deduct LTSA Fees? Yes ☒

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

**031-065-279**

**PARCEL A BLOCK 118 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER  
 DISTRICT PLAN EPP92964**

STC? YES ☐

3. NATURE OF INTEREST

**Covenant**

CHARGE NO.

ADDITIONAL INFORMATION

s.219, L.T.A., Entire Instrument

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.

5. TRANSFEROR(S):

**RAYMAR REALTY LTD. (INC. NO. BC0812538)**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)



**WILFRED CHAN**  
*Barrister & Solicitor*  
**DENTONS CANADA LLP**  
 20th Floor, 250 Howe Street  
 Vancouver, B.C. V6C 3R8  
 Telephone (604) 687-4460

(as to all 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.

Execution Date

Y	M	D
20	06	23

Transferor(s) Signature(s)

Raymar Realty Ltd., by its  
 authorized signatory(ies):



Print Name:

Print Name:

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 17 PAGES

Officer Signature(s)

\_\_\_\_\_

(as to all signatures)

\_\_\_\_\_

\_\_\_\_\_

Execution Date

Y	M	D
20		

Transferor / Borrower / Party Signature(s)

City of Vancouver, by its authorized  
signatory(ies):

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**FOR-PROFIT AFFORDABLE RENTAL HOUSING**  
**741 - 743 E BROADWAY**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
  - I. the Transferor, RAYMAR REALTY LTD., is called the “Owner”, as more particularly defined in Section 1.1(u); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application for a development permit pursuant to Development Application No. DP-2019-00469 (the “**Development Application**”) to develop the Lands to rehabilitate and provide heritage restoration and designation of an existing mixed-use building (the “**Heritage Building**”) and construct a five-storey mixed-use addition onto the west side of the Heritage Building with retail, office, and restaurant uses at street level and 45 secured market rental dwellings, all over 1 level of underground parking having vehicular access from the rear lane, which application was approved by the Director of Planning, in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Development and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units for the longer of 60 years and life of the New Building; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing conditions.

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, in satisfaction of the requirements of Section 3.1A of the DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
  - (a) “**Agreement**” means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) **"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;
- (f) **"DCL By-law"** means Vancouver Development Cost Levy By-law No. 9755;
- (g) **"Development Application"** has the meaning ascribed to that term in Recital C;
- (h) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands pursuant to the Development Application;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Housing Units, provided, however, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the DCL By-law;
- (l) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (m) **"General Manager of Planning, Development and Sustainability"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;
- (n) **"Heritage Building"** has the meaning ascribed to that term in Recital C;
- (o) **"Housing Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (p) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;



- (q) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (r) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (s) **"New Building"** means the Heritage Building and any additions or alterations to the Heritage Building and includes any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (t) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building (but not including any replacement building(s)), development or partial development on the Lands issued after the Effective Date;
- (u) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely RAYMAR REALTY LTD., and its successors and assigns;
- (v) **"Related Person"** means, where the registered or beneficial owner of the Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) **"Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (x) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Units"** means all of such units;

- (y) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (z) "*Term*" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building (but not including any replacement building(s)); or
  - (ii) the date as of which the New Building (but not including any replacement building(s)) is demolished or substantially destroyed;
- (aa) "*Vancouver*" has the meaning ascribed to that term in Recital A(ii); and
- (bb) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55.

**1.2 Interpretation.** In this Agreement:

- (a) *Party.* Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) *Singular; Gender.* Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it

by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

**2.1 Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development of the Lands after the Effective Date as contemplated by the Development Permit, it will construct, fit and finish, at its sole cost and expense, all Housing Units in the New Building as For-Profit Affordable Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) throughout the Term, not less than 25% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing units, as applicable) will have two or more bedrooms and will be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7;



- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), 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;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (j) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;
- (m) the average initial starting monthly rents for each For-Profit Affordable Rental Housing Unit type will be at or below the following proposed starting rents, subject to adjustment as contemplated by the DCL By-law:

Unit Type	741-743 E Broadway
Studio Units	\$1,607
One-Bedroom	\$1,869
Two-Bedroom	\$2,457
Three-Bedroom	\$3,235

- (p) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy of each such For-Profit Affordable Rental Housing Unit will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and

- (q) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which replacement building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the then remaining duration of the Term, provided that the Owner is not required to build a replacement building(s) on the Lands if the substantial or complete destruction of the New Building occurs in the last two (2) years of the Term.

**ARTICLE 3  
DEVELOPMENT PERMIT RESTRICTION ON THE LANDS**

**3.1 No Development.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Planning, Development and Sustainability confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued; and
  - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, 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 a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

**4.1 No Occupancy.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit in respect of the New Building until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Development and Sustainability:
    - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing; and
    - (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City;
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, 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 ARTICLE 4.

**ARTICLE 5  
RECORD KEEPING**

**5.1 Records.** The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) such records to be to the satisfaction of the General Manager of Planning, Development and Sustainability. At the request of the General Manager of Planning, Development and Sustainability, from time to time, the Owner will:

- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).



**ARTICLE 6  
RELEASE AND INDEMNITY**

**6.1 Release and Indemnity.** Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
    - (B) withholding any permit pursuant to this Agreement; or
    - (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
  - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
  - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

**6.2 Conduct of Proceedings.**

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:

- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

(c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

**6.3 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### **ARTICLE 7 NOTICES**

**7.1 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, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. 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.

(i) If to the City, addressed to:

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

Attention: General Manager of Planning, Development and  
Sustainability with a concurrent copy to the Director of Legal  
Services

(ii) If to the Owner, addressed to:

Raymar Realty Ltd.  
741 East Broadway  
Vancouver, BC V5T 1X8

Attention: Director

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.

#### ARTICLE 8 MISCELLANEOUS

**8.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

**8.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in his/her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.



- 8.3 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 will be entitled to court costs on a solicitor and own client basis.
- 8.4 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.5 Further Assurances.** The Owner will 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 including all 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*.
- 8.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage or lease), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage or lease).
- 8.8 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.
- 8.9 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*, 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 8.10 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.
- 8.11 Owner's Liability.** Notwithstanding anything contained herein, the City acknowledges and agrees that the Owner shall not be liable under this Agreement where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

IN WITNESS WHEREOF the parties have executed this Agreement on the Forms C or D which are a part hereof.



## SCHEDULE A

## RENT ROLL

Proposed Unit #	Bedroom Type	Proposed Starting Monthly Rental Rate for 2019 Calendar Year subject to adjustment as contemplated by the DCL By-law
101	Residential - Studio	\$1,607
102	Residential - Studio	\$1,607
103	Residential - Studio	\$1,607
104	Residential - Studio	\$1,607
105	Residential - Studio	\$1,607
106	Residential - Studio	\$1,607
107	Residential - Studio	\$1,607
201	Residential - Studio	\$1,607
202	Residential - Studio	\$1,607
203	Residential - Studio	\$1,607
204	Residential - Studio	\$1,607
205	Residential - Studio	\$1,607
206	Residential - Studio	\$1,607
207	Residential - 1-bedroom	\$1,869
209	Residential - Studio	\$1,607
210	Residential - Studio	\$1,607
211	Residential - Studio	\$1,607
212	Residential - Studio	\$1,607
213	Residential - Studio	\$1,607
301	Residential - Studio	\$1,607
302	Residential - Studio	\$1,607
303	Residential - Studio	\$1,607
304	Residential - Studio	\$1,607
305	Residential - Studio	\$1,607
306	Residential - Studio	\$1,607
307	Residential - 1-bedroom	\$1,869
308	Residential - 2-bedroom	\$2,457
309	Residential - Studio	\$1,607
310	Residential - Studio	\$1,607
311	Residential - Studio	\$1,607
312	Residential - Studio	\$1,607
313	Residential - Studio	\$1,607
314	Residential - Studio	\$1,607
401	Residential - 2-bedroom	\$2,457
402	Residential - 2-bedroom	\$2,457

Proposed Unit #	Bedroom Type	Proposed Starting Monthly Rental Rate for 2019 Calendar Year subject to adjustment as contemplated by the DCL By-law
403	Residential - 2-bedroom	\$2,457
404	Residential - 2-bedroom	\$2,457
405	Residential - 2-bedroom	\$2,457
406	Residential - 2-bedroom	\$2,457
407	Residential - 3-bedroom	\$3,235
409	Residential - 2-bedroom	\$2,457
410	Residential - 2-bedroom	\$2,457
411	Residential - 2-bedroom	\$2,457
412	Residential - 2-bedroom	\$2,457
413	Residential - 2-bedroom	\$2,457

END OF DOCUMENT

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 420 Hawks Avenue**

After the public hearing on May 17, 2016, Council approved in principle the land owner's application to rezone the above noted property from M-1 (Industrial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
July 21, 2020

420 Hawks Avenue

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 420 Hawks Avenue**

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

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

031-091-385

Lot B Block 66 District Lot 181 Group 1 New Westminster  
District Plan EPP45841

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                      , 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting City Clerk

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
[Applicant's Lawyer to Insert]

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]  
**031-091-385 LOT B BLOCK 66 DISTRICT LOT 181 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP45841**

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**SEE SCHEDULE**

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.

5. TRANSFEROR(S):  
**PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO. BC0052129)  
CANADA MORTGAGE AND HOUSING CORPORATION (AS TO PRIORITY)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**  
  
**453 WEST 12TH AVENUE  
VANCOUVER BRITISH COLUMBIA  
V5Y 1V4 CANADA**

7. ADDITIONAL OR MODIFIED TERMS:  
**N/A**

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

Officer Signature(s)

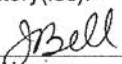
  
**CHARLOTTE K. WONG**  
Barrister & Solicitor  
2110 Burquitlam Drive  
Vancouver, BC V5P 2P1

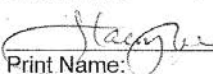
(as to **Stacey Lee** signature)

Execution Date		
Y	M	D
20	06	24
20	06	24

Transferor(s) Signature(s)

**PROVINCIAL RENTAL HOUSING CORPORATION, by its authorized signatory(ies):**

  
Print Name: **John Bell**

  
Print Name: **Stacey Lee**

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

PAGE 2 of 17 PAGES

Officer Signature(s)

**Dimitrios Langis****Counsel**

Execution Date

Y	M	D
2020	07	07
2020	07	07

Transferor / Borrower / Party Signature(s)

CANADA MORTGAGE AND HOUSING  
CORPORATION, by its authorized  
signatory(ies):Print Name: **Marie-France Ladouceur**  
**Manager, Programs**Print Name: **Chelsea Mitchell**  
**Counsel**CITY OF VANCOUVER, by its  
authorized signatory:

Print Name:

## 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

PAGE 3 OF 17 PAGES

## SCHEDULE

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant

Entire Instrument

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Granting the above charge priority over Mortgage  
BB1300172 and Assignment of Rents BB1300173

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

## TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
(Social Housing)

420 HAWKS AVENUE

## WHEREAS:

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

- (i) the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, 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 made an application to rezone the Lands from M-1 (Industrial) District to CD-1 (Comprehensive Development) District to permit the development of a seven-storey residential building with 21 social housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"5. *Make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement to secure all 21 residential units as social housing, for 60 years or the life of the building, whichever is greater subject to the following additional conditions in respect of those units:*

- (i) *That none of the social housing units may be separately sold;*
- (ii) *That rents in at least one third of the 21 social housing units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance and the target rents and affordability for the remaining two-thirds will be for one of these thirds to be up to "Housing Income Limits" (HILs), and the remaining third to be at affordable market rents;*
- (iii) *That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada single legal entity and used only to provide rental*



*housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*

- (iv) *That the operator shall provide a draft Operations Management Plan prioritizing the social housing for DTES residents; and*
- (v) *Such other terms and conditions as the Director of Legal Services and the Chief Housing Officer may in their sole discretion require."*

(the "Social Housing Condition"); and

D. The Owner revised the plans for the development to be for a six-storey residential building with 20 social housing units.

E. The Owner and the City are now entering into this Agreement to satisfy the Social 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 New Building:

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Affordable Market Rents" means the average market rents posted by Canada Mortgage and Housing Corporation applicable to the location of the Lands, provided that such rents do not exceed 90% of: (i) the appraised market rent for a comparable unit in the local area (where a "comparable unit" means a Dwelling Unit of the same type, similar size and in a building with a similar age and quality of construction); or (ii) in the absence of such comparable units in the local area, the market rent for a comparable unit as set out in CMHC's Rental Survey for Vancouver by year of construction; 2005+ category, or such survey is not available, such other survey or publication approved by the General Manager of Arts, Culture and Community Services in his or her sole discretion;
- (b) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (c) "City" and "City of Vancouver" are defined in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

- (e) "**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;
- (f) "**Commencement Date**" means the date as of which this Agreement has been submitted to the Land Title Office;
- (g) "**Development**" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (h) "**Development Permit**" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (i) "**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;
- (j) "**Dwelling Unit**" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "**General Manager of Arts, Culture and Community Services**" means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;
- (l) "**Guaranteed Income Supplement**" means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (m) "**Housing Income Limit**" or "**HIL**" means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Arts, Culture and Community Services);
- (n) "**Income Assistance**" means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (o) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (p) "**Lands**" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or

more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;

- (q) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (t) "Old Age Security" means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (u) "Owner" means the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, and any successors in title to the Lands or a portion of the Lands;
- (v) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (x) "Residential Tenancy Act" means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (z) "Social Housing" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;

- (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
- (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (aa) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (bb) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Social Housing Units;
- (cc) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the New Building is demolished or substantially destroyed; and
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (dd) "Vancouver Charter" means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "**Social Housing Units**"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "**Replacement Social Housing Unit**") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:

- (i) not less than one-third of the Social Housing Units, will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance;
- (ii) the target rents and affordability for the remaining Social Housing Units will be for:
  - A. not less than one-third of the Social Housing Units to be occupied only by households with incomes below the then current applicable HIL and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
  - B. the remaining Social Housing Units to be rented at or below Affordable Market Rents; and
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
  - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
  - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), 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;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month at a time;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. Notwithstanding the foregoing, the City hereby

acknowledges that for so long as the Owner is the Provincial Rental Housing Corporation, the Owner may elect to self-insure the Lands and the New Building, subject always to equivalent terms and conditions as though such policies were obtained from licensed commercial insurers. If self-insured, the Owner will advise the City in writing confirming details of its self-insurance program in compliance with the insurance requirements set out in this Section 2.1(j); and

- (k) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
  - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
  - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).

3.2 Without limiting the general scope of ARTICLE 6, 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 for the New Building until there is compliance with the provisions of this ARTICLE 3.



#### ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will 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.

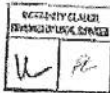
#### ARTICLE 5 ENFORCEMENT

- 5.1 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.

#### ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:



- (i) by reason of the City or City Personnel:

- A. withholding any permit pursuant to this Agreement; or  
B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or



- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

#### 6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the

covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 7 NOTICES

- 7.1 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: City Clerk, with concurrent copies to the General Manager of Arts, Culture and Community Services and the Director of Legal Services

(b) If to the Owner:

Provincial Rental Housing Corporation  
1701-4555 Kingsway  
Burnaby, British Columbia  
V5H 4V8

Attention: President

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

- (c) 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

- (d) if personally delivered, on the date when delivered,

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.

#### ARTICLE 8 MISCELLANEOUS

- 8.1 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. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 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.
- 8.4 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*, 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 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.
- 8.6 Further Assurances. The Owner will 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 including all 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*.

- 8.7 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.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.9 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.

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number BB1300172 and the Assignment of Rents registered under number BB1300173;
- (b) "Existing Chargeholder" means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) "New Charges" means the registrable charges and encumbrances created by and 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 Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they 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**

**EXPLANATION****A By-law to amend Building By-law No. 12511  
regarding BC Building Code housekeeping amendment**

This by-law implements certain additional supporting requirements from the 2018 BC Building Code Revision 2 to support Encapsulated Mass Timber Construction as described in the May 27, 2020 report to Council, but omitted in the original enactment of By-law 12715.

Director of Legal Services  
July 21, 2020

## BY-LAW NO.

### A By-law to amend Building By-law No. 12511 regarding BC Building Code housekeeping amendment

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

1. This By-law amends the indicated provisions of Building By-law 12511.
2. In Subsection 3.1.18. of Division B of Book I, Council inserts the following Articles in the appropriate numerical order:

“

#### 3.1.18.8. Combustible Components in Exterior Walls

- 1) Except as provided in Sentence (2), *combustible* components, other than those permitted by Article 3.1.18.7., are permitted to be used in an exterior wall assembly of a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided the wall assembly meets the requirements of Clause 3.1.18.7.(2)(d).
- 2) An exterior wall assembly constructed in conformance with Appendix D-6 is deemed to satisfy the criteria of Sentence (1).
- 3) Non-*loadbearing* wood elements permitted in Article 3.1.5.6. need not conform to Article 3.1.18.3. in a *building* or part thereof permitted to be of *encapsulated mass timber construction*.

#### 3.1.18.9. Nailing Elements

- 1) Wood nailing elements are permitted to be used for the attachment of a material or assembly of materials to provide an *encapsulation rating* in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided the concealed space created by the wood nailing elements is not more than 25 mm deep.
- 2) Except as permitted by Sentence 3.1.18.14.(2) and Article 3.1.19.2., wood nailing elements are permitted to be used for the attachment of interior finishes in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided the concealed space created by the wood nailing elements is not more than 50 mm deep and
  - a) exposed surfaces in the concealed space have a *flame-spread rating* not more than 25, or
  - b) the concealed space is filled with *noncombustible* insulation.

#### 3.1.18.10. Combustible Flooring Elements

- 1) Wood members more than 50 mm but not more than 300 mm high are permitted to be used for the construction of a raised platform in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, and need not conform to Articles 3.1.18.3. and 3.1.18.4. provided
  - a) the concealed spaces created by the wood members are divided into compartments by *fire blocks* in conformance with Sentence 3.1.11.3.(4), and
  - b) the wood members are
    - i) applied directly to or set into a *noncombustible* floor slab, or
    - ii) applied directly to a mass timber floor assembly that conforms to the requirements of Article 3.1.18.3.

- 2) The upper surface of the mass timber floor assembly referred to in Subclause (1)(b)(ii) is permitted to be encapsulated only between the wood members by a material or assembly of materials conforming to Sentences 3.1.18.4.(1) and (2).
- 3) The floor system for the raised platform referred to in Sentence (1) is permitted to include a *combustible* subfloor and *combustible* finished flooring.

#### 3.1.18.11. Combustible Stairs

- 1) Wood stairs and landings conforming to the requirements for floor assemblies in Article 3.1.18.3. and Sentences 3.1.18.4.(1) and (2) are permitted in an *exit* stairwell in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*.
- 2) Wood stairs in a *suite* in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction* need not conform to Articles 3.1.18.3. and 3.1.18.4.

#### 3.1.18.12. Combustible Interior Finishes

- 1) Except as provided in Sentences (2) and (3), *combustible* interior wall and ceiling finishes referred to in Clause 3.1.13.1.(2)(b) that are not more than 1 mm thick are permitted in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*.
- 2) Except as provided in Sentences 3.1.18.4.(3) and (4), *combustible* interior wall finishes, other than foamed plastics, that are not more than 25 mm thick are permitted in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided they have a *flame-spread rating* not more than 150 on any exposed surface, or any surface that would be exposed by cutting through the material in any direction.
- 3) Except as provided in Sentences (4) and 3.1.18.4.(3) and (6), *combustible* interior ceiling finishes, other than foamed plastics, that are not more than 25 mm thick are permitted in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided they have a *flame-spread rating* not more than 25 on any exposed surface or on any surface that would be exposed by cutting through the material in any direction, except that not more than 10% of the ceiling area within each *fire compartment* is permitted to have a *flame-spread rating* not more than 150.  
(See Note A-3.1.11.3.(3).)
- 4) *Combustible* interior ceiling finishes made of *fire-retardant-treated wood* are permitted in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided they are not more than 25 mm thick or are exposed *fire-retardant-treated wood* battens.

#### 3.1.18.13. Combustible Elements in Partitions

- 1) Solid lumber *partitions* not less than 38 mm thick and *partitions* containing wood framing that do not conform to Article 3.1.18.3. are permitted in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*, provided the *partitions* are
  - a) protected on each face with not less than
    - i) a single layer of 12.7 mm thick Type X gypsum board, with all joints either backed or taped and filled, conforming to ASTM C 1396/C 1396M, "Gypsum Board," or CAN/CSA-A82.27-M, "Gypsum Board,"
    - ii) a single layer of 19 mm thick *fire-retardant-treated wood*, on solid lumber *partitions*, or
    - iii) a single layer of 19 mm thick *fire-retardant-treated wood*, on *partitions* containing wood framing, with wood stud cavities filled with *noncombustible* insulation, and
  - b) not installed as enclosures for *exits* or *vertical service spaces*.



#### 3.1.18.14. Exposed Construction Materials and Components in Concealed Spaces

- 1) Except as provided in Sentence (2) and Article 3.1.11.7., and except as otherwise provided in this Subsection, only construction materials and components permitted in *noncombustible construction* shall be permitted in concealed spaces within floor, roof, and wall assemblies in a *building* or part of a *building* permitted to be of *encapsulated mass timber construction*.
- 2) Exposed surfaces are permitted in a concealed space created by the attachment of a material or assembly of materials conforming to Sentence 3.1.18.4.(1), provided the concealed space is not more than 25 mm deep.

### 3.1.18.15. Penetration by Outlet Boxes

- 1) The minimum dimension requirements for structural mass timber elements in Clause 3.1.18.3.(2)(c) need not apply to the locations where outlet boxes are installed in the element in accordance with Article 3.1.9.4.  
(See Note A- 3.1.9.2.(1).)
- 2) The exposed surfaces of cut-outs in the mass timber elements for the outlet boxes described in Sentence (1) need not be protected in accordance with Sentence 3.1.18.4.(1).
- 3) Outlet boxes on opposite sides of a vertical structural mass timber element having a *fire-resistance rating* shall be separated by a distance of not less than 600 mm.

"

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

ENACTED by Council this                      day of                      , 2020

Mayor

Acting City Clerk

**EXPLANATION****A By-law to amend Fire By-law No. 12472  
Regarding Occupant Load**

The attached By-law will implement Council's resolution of July 7, 2020 to amend the Fire By-law to align Vancouver's occupant load with the occupant load set out in the BC Fire Code.

Director of Legal Services  
July 21, 2020

## A By-law to amend Fire By-law No. 12472 Regarding Occupant Load

1. This By-law amends the indicated provisions of Fire By-law No. 12472.
2. In section 1(c) of Schedule A, Council strikes out the definition of “*Net floor area*”.
3. In section 14 of Schedule B, Council:
  - (a) strikes out Sentence 2.7.1.3.(3) and substitutes:

“3) Except as provided in Sentence (7), the maximum permissible *occupant load* for a *floor area* or part of a *floor area* shall be the lesser of

    - a) 0.4 m<sup>2</sup> of net floor space per occupant; or
    - b) the *occupant load* for which *means of egress* are provided in accordance with Sentence (6).

(See Note A-2.7.1.3.(3).)”;
  - (b) in Sentence 2.7.1.3.(4), strikes out “(See Note A-2.7.1.3.(4))”;
  - (c) strikes out Sentence 2.7.1.3.(8); and
  - (d) strikes out Table 2.7.1.3.
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.

\_\_\_\_\_  
Mayor

Acting City Clerk

**EXPLANATION****A By-law to amend Fire By-law No. 12472  
to Ban the Sale and Use of Consumer Fireworks**

The attached By-law will implement Council's resolution of June 9, 2020 to amend the Fire By-law to ban the sale and use of consumer fireworks, to come into force and take effect upon enactment, except that sections 2 and 4 are to come into force and take effect on November 1, 2020.

Director of Legal Services  
July 21, 2020

## BY-LAW NO.

### A By-law to amend Fire By-law No. 12472 to Ban the Sale and Use of Consumer Fireworks

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

1. This By-law amends the indicated provisions of Fire By-law No. 12472.
2. In Schedule A, Council strikes out the definitions for “*Bottle rocket*”, “*Consumer pack*”, and “*Firecrackers*”.
3. In Schedule B, Council strikes out Sentence 5.7.1.5.(2) and substitutes:  
  
“**2)** No person shall
  - a) possess consumer fireworks except between October 25<sup>th</sup> and October 31<sup>st</sup>, or
  - b) sell, offer for sale, or supply consumer fireworks except between October 25<sup>th</sup> and 6 pm on October 31<sup>st</sup>.”.
4. In Schedule B, Council:
  - (a) in Sentence 5.7.1.3.(1), strikes out “possess or discharge any *firecrackers* or *firework*” and substitutes “purchase, sell, offer for sale, supply, possess or discharge any *firework*”;
  - (b) strikes out Sentence 5.7.1.3.(2) and substitutes:  
  
“**2)** **[Deleted]**”;
  - (c) strikes out Sentence 5.7.1.3.(6); and
  - (d) strikes out Article 5.7.1.5. and substitutes:  
  
“**5.7.1.5.** **[Deleted]**”; and
  - (e) in Article 5.7.1.6.:
    - (i) strikes out the title and substitutes “**Consumer Fireworks, Display Fireworks, and Special Effect Pyrotechnics**”,
    - (ii) in Sentence (1), strikes out “discharge *display fireworks*” and substitutes “discharge *consumer fireworks, display fireworks*”,
    - (iii) in Sentence (2), strikes out “discharge of *display fireworks*” and substitutes “discharge of *consumer fireworks* or *display fireworks*”,
    - (iv) in Sentence (4), strikes out “*permits for display fireworks*” and substitutes

*“permits for consumer fireworks, display fireworks,”* and

(v) adds a new Sentence (5) as follows:

**"(5)** No person shall sell, offer for sale, or supply *consumer fireworks* to a person other than a person certified as a *fireworks supervisor* or a *special effects pyrotechnician*."

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

6. This By-law is to come into force and take effect on the date of its enactment, except that sections 2 and 4 are to come into force and take effect on November 1, 2020.

ENACTED by Council this                      day of                      , 2020

Mayor

Acting City Clerk

## EXPLANATION

### **A By-law to amend the Ticket Offences By-law No. 9360 regarding amendments to the Fire By-law to Ban the Sale and Use of Fireworks**

The attached By-law will implement Council's resolution of June 9, 2020 to amend the Ticket Offences By-law regarding amendments to the Fire By-law to ban the sale and use of fireworks, to come into force and take effect upon enactment, except that section 3 is to come into force and take effect on November 1, 2020.

Director of Legal Services  
July 21, 2020

## BY-LAW NO.

### A By-law to amend the Ticket Offences By-law No. 9360 regarding amendments to the Fire By-law to Ban the Sale and Use of Fireworks

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 strikes out Table 8.2 and substitutes the following Table 8.2:

“

Column 1	Column 2	Column 3	Column 4
Fire Chief	Discard smoking or burning materials	2.4.2.3.(1) Division B	\$500.00
Police Officer	Light or maintain outdoor fire without permit	2.4.5.1.(1) Division B	\$500.00
	Smoking or open flame in tent/air-supported structure	2.9.3.3.(1) Division B	\$500.00
	Sell, possess, or discharge fireworks without a permit	5.7.1.1.(1) Division B	\$1000.00
	Sell firecrackers, bottle rockets or roman candles	5.7.1.3.(2) Division B	\$1000.00
	Sell fireworks to a person under 19 years of age	5.7.1.3.(3) Division B	\$1000.00
	Point fireworks at any person/animal/building/thing	5.7.1.3.(4) Division B	\$1000.00
	Possess or discharge fireworks by a person under 19 years of age	5.7.1.3.(5) Division B	\$1000.00
	Sell fireworks to any person not holding a valid consumer fireworks permit	5.7.1.5.(1) Division B	\$1000.00
	Possess fireworks without a consumer fireworks permit	5.7.1.5.(4) Division B	\$1000.00
	Fail to comply with the conditions on the consumer fireworks permit	5.7.1.5.(5) Division B	\$1000.00
	Fail to comply with Fire Chief order	1.2.1.1.(1) Division C	\$500.00



Column 1	Column 2	Column 3	Column 4
	Interfere with fire truck or equipment	1.2.1.11.(1) Division C	\$750.00
	Park vehicle on fire hose	1.2.1.11.(2) Division C	\$750.00
	Activation of fire alarm system when no fire	1.2.1.11.(3) Division C	\$500.00
	False report of fire	1.2.1.11.(4) Division C	\$500.00

”

3. Council strikes out Table 8.2 and substitutes the following Table 8.2:

“

Column 1	Column 2	Column 3	Column 4
Fire Chief	Discard smoking or burning materials	2.4.2.3.(1) Division B	\$500.00
Police Officer	Light or maintain outdoor fire without permit	2.4.5.1.(1) Division B	\$500.00
	Smoking or open flame in tent/air-supported structure	2.9.3.3.(1) Division B	\$500.00
	Sell, possess, or discharge fireworks without a permit	5.7.1.1.(1) Division B	\$1000.00
	Sell fireworks to a person under 19 years of age	5.7.1.3.(3) Division B	\$1000.00
	Point fireworks at any person/animal/building/thing	5.7.1.3.(4) Division B	\$1000.00
	Possess or discharge fireworks by a person under 19 years of age	5.7.1.3.(5) Division B	\$1000.00
	Fail to comply with Fire Chief order	1.2.1.1.(1) Division C	\$500.00
	Interfere with fire truck or equipment	1.2.1.11.(1) Division C	\$750.00
	Park vehicle on fire hose	1.2.1.11.(2) Division C	\$750.00
	Activation of fire alarm system when no fire	1.2.1.11.(3) Division C	\$500.00
	False report of fire	1.2.1.11.(4) Division C	\$500.00

”

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, except that section 3 is to come into force and take effect on November 1, 2020.

ENACTED by Council this      day of \_\_\_\_\_, 2020

Mayor

Acting City Clerk