

**EXPLANATION**

**A By-law to enact The Code of Conduct for Council Members and  
Advisory Board Members**

The attached By-law will implement Council's resolution of January 20, 2021, to enact The Code of Conduct for Council Members and Advisory Board Members. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

**CITY OF VANCOUVER  
BRITISH COLUMBIA**



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

**This By-law is printed under and  
by authority of the Council of  
the City of Vancouver**

\_\_\_\_\_, 2021

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

**The Code of Conduct for Council Members and Advisory Board Members**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts the following:

**PART 1  
GENERAL**

**Name**

1.1 The name of this By-law, for citation is the “Code of Conduct By-Law”.

**Definitions**

1.2 In this By-law:

“Advisory Board Member” means a person sitting on an advisory committee, task force, commission, board, or other Council-established body;

“city” means the City of Vancouver;

“complaint” means a formal allegation that a member has breached this By-law submitted to the Integrity Commissioner in accordance with the complaints procedure set out in Part 6 of this By-Law;

“complainant” means a person who has submitted a complaint to the Integrity Commissioner;

“confidential information” means information that is not publicly available and is treated as confidential by the city and includes information that may or must be considered by Council in a closed meeting pursuant to section 165.2 of the *Vancouver Charter* including:

- a) decisions, resolutions or report contents forming part of the agenda for or from a closed meeting of Council until a Council decision has been made for the information to become public or otherwise released;
- b) information about the acquisition, disposition or expropriation of land or improvements if disclosure could reasonably be expected to harm the interests of the city;
- c) negotiations and related discussions respecting the proposed provision of an activity, work or facility that are at their preliminary stages if disclosure could reasonably be expected to harm the interests of the city;
- d) advice that is subject to any privilege at law; and

- e) personal information that is prohibited from disclosure under the provisions of the *Freedom of Information and Protection of Privacy Act*;

“Council” means the Council of the city;

“Council Member” means a member of Council, including the Mayor;

“Integrity Commissioner” means the person appointed by Council to fulfill the duties and responsibilities assigned to that position as set out in this By-law;

“gift or personal benefit” means an item or service of value that is received by a member for their personal use including money, gift cards, tickets to events, clothing, jewelry, pens, food or beverages, discount/rebates on personal purchases, entertainment, participation in sport and recreation activities, and invitations to social functions;

“member” means a Council Member or an Advisory Board Member;

“personal information” means recorded information about an identifiable individual other than contact information as defined in Schedule 1 of the *Freedom of Information and Protection of Privacy Act*; and

“respondent” means a member whose conduct is the subject of a complaint.

## **Table of Contents**

1.3 The table of contents for this By-law is for convenient reference only, and is not for use in interpreting or enforcing this By-law.

## **Purpose**

1.4 This By-law sets out the rules members must follow in fulfilling their duties and responsibilities as elected or appointed officials, and the powers and procedures of the Integrity Commissioner in exercising oversight over members.

## **Application**

1.5 This By-law applies to Council Members and Advisory Board Members.

1.6 This By-law does not apply to city employees.

1.7 In the event of a conflict between this By-law and another city by-law or policy governing member conduct, this By-law prevails.

1.8 This By-law does not apply to conduct that may subject a member to disqualification under the *Vancouver Charter*, including sections 140(4), 143(4), and 145.3 to 145.911.

1.9 This By-law does not apply to a member’s conduct in their personal life, except to the extent that such conduct reasonably undermines, or has the potential to reasonably undermine, public confidence in city governance.

## **Severability**

1.10 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.

## **PART 2 STANDARDS AND VALUES**

2. A member must uphold the following standards and values:
- a) competence: a member must act competently and diligently;
  - b) fairness: a member must consider all issues consistently and fairly, and in light of all relevant facts, opinions and analysis of which a member should be reasonably aware;
  - c) integrity: a member must avoid improper use of influence and avoid all conflicts of interest, both apparent and real;
  - d) leadership in the public interest: a member must act in the best interests of the city as a whole, and without regard to the member's personal interests;
  - e) respect: a member must treat members of the public, one another, and staff respectfully, without abuse, bullying or intimidation and ensure that the work environment is free from discrimination and harassment;
  - f) responsibility: a member must respect and comply with the Acts of the Parliament of Canada, the Legislature of British Columbia, including the *Vancouver Charter*, city by-laws, and applicable city policies, and avoid conduct that, reasonably, undermines, or has the potential to undermine, public confidence in city governance, except members may participate in peaceful civil disobedience; and
  - g) transparency: a member must to conduct their duties in an open and transparent manner, except where this conflicts with their duties to protect confidential information.

## **PART 3 COMMUNICATIONS AND CONFIDENTIALITY**

### **Public Communications by a Council Member**

3.1 A Council Member must not communicate on behalf of the city unless authorized to do so by Council resolution or by virtue of a position or role the member has been authorized to undertake by Council.

3.2 A statement or communication made by a Council Member is presumed to be made on the Council Member's own behalf, not the city's behalf.

3.3 Where a Council Member is authorized to communicate on behalf of the city, the Council Member must take reasonable efforts to ensure that the communication is fair and accurate.

3.4 Without limiting the ability of a Council Member to hold a position on an issue and respectfully express their opinions, a Council Member must:

- a) ensure that their communications accurately reflect the facts of Council decisions;
- b) ensure that all communications relating to Council business are accurate and not issue any communication that the member knows, or ought to have known, to be false; and
- c) ensure that all communications by, and on behalf of a member, including communications made via social media, are respectful and do not discriminate, harass, or defame any person, recognizing that free and open debate is guaranteed under the *Charter of Rights and Freedoms*.

### **Confidential Information**

3.5 A member must:

- a) not disclose or release any confidential information acquired by virtue of their office, except as authorized by Council, or required by law;
- b) not use confidential information with the intention to cause harm or detriment to Council, the city or any other person or body;
- c) protect confidential information from inadvertent disclosure;
- d) use confidential information only for the purpose for which it is intended to be used;
- e) take reasonable care to prevent the examination of confidential information by unauthorized individuals; and
- f) not take advantage of, or obtain private benefit from, confidential information acquired by virtue of their office.

3.6 A member must access and use city information only in the normal course of their duties.

3.7 A member must retain records and other information in accordance with the procedures, standards, and guidelines established by the city, including the Records Management By-law No. 9067, as amended, and must assist the city in good faith in responding to all requests for information made pursuant to the *Freedom of Information and Protection of Privacy Act*.



3.8 A member must comply with the *Freedom of Information and Protection of Privacy Act* when dealing with personal information and take all reasonable and necessary measures to ensure that personal information is protected.

## **PART 4 CONFLICTS OF INTEREST**

### **Conflicts of Interest**

4.1 A Council Member must comply with the conflict of interest requirements set out in sections 145.2 to 145.911 of the *Vancouver Charter*.

### **Use of Municipal Assets and Services**

4.2 A member may not direct the work of city employees, other than city employees assigned to assist a member, and should follow the processes established by the City Manager when communicating with city employees.

4.3 A member must respect that it is the role of city employees to provide neutral and objective information without undue influence and interference.

4.4 A member must not request or require city employees to undertake personal or private work on behalf of a member, or accept an offer to perform such work from a city employee.

4.5 A member must not use, or permit the use of, city land, facilities, equipment, supplies, services, employees or other resources for activities other than the business of the city, except in accordance with city policies permitting reasonable personal use.

4.6 A member must not instruct, or direct any of the city's contractors, tenders, consultants or other service providers regarding city business.

### **Use of Influence**

4.7 A member must only use the influence of their office for the exercise of their duties.

4.8 A member must be independent and impartial, and must not provide preferential treatment to any person or organization except as warranted by the ordinary and lawful discharge of their duties.

4.9 A member must not use the prospect of future employment by a person or entity, or other future economic opportunities, to detrimentally affect the performance of their duties.

4.10 A member must not use, or attempt to use, their office for the purpose of intimidating, improperly influencing, threatening, or coercing city employees.

## **Election Activities**

4.11 A member must not use, or permit the use of, city land, facilities, equipment, supplies, services, employees or other resources for any election campaign or campaign-related activities, unless those resources are similarly available to all candidates and any associated fees have been paid for with election campaign funds.

4.12 A member must not compel city employees to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities.

## **Gift or Personal Benefit**

4.13 A member must not accept a gift or personal benefit that is connected directly or indirectly with the performance of their duties unless permitted by the exceptions listed in sections 4.14 and 4.15.

4.14 A Council Member may accept a gift or personal benefit if it is:

- a) received as an incident of the protocol of social obligations that normally accompany the responsibilities of office;
- b) compensation authorized by law; or
- c) a lawful contribution made to a member who is a candidate for election conducted under the Vancouver Charter or Part 3 of the *Local Government Act*.

4.15 An Advisory Board Member may accept a gift or personal benefit if it:

- a) has a value under \$50; and
- b) is received as an incident of protocol or as a city representative for an activity reasonably related to their role with the city.

4.16 If a Council Member accepts a gift or personal benefit pursuant to section 4.14(a), and if the total value of the gift or personal benefit exceeds \$50, or the total value of the gift or personal benefit received from one source during the calendar year exceeds \$100, the Council Member must within 30 days of receipt of the gift or personal benefit, or reaching the annual limit, file a disclosure statement with the City Clerk. The disclosure statement must set out:

- a) the name of the Council Member;
- b) the nature of the gift or personal benefit, by description, photograph, or both;
- c) the date the gift or personal benefit was received;
- d) the estimated value of the gift or personal benefit;

- e) the source of the gift or personal benefit, including, if it is from a corporation, the full names and addresses of at least 2 individuals who are directors of the corporation;
- f) the circumstances under which the gift or personal benefit was given; and
- g) the final disposition of the gift or personal benefit.

4.17 If a member is unable, or elects not, to accept a gift or personal benefit, a member must as soon as practicable, either:

- a) return the gift or personal benefit to the donor along with an explanation as to why the gift or personal benefit cannot, or will not, be accepted; or
- b) turn the gift or personal benefit over to the City Clerk for disposition.

4.18 A gift or personal benefit turned over to the City Clerk is deemed property of the City. At the City Clerk's discretion, a gift or personal benefit may be disposed of as follows:

- a) returned to the donor;
- b) displayed in individual offices, general offices, or in the public areas of City Hall; or
- c) disposed of by donation, sale or auction, with any proceeds credited to the city's general revenues or to the direct or indirect support of a charitable organization.

4.19 A gift or personal benefit provided to a member's spouse, child or parent, or the member's staff, that to the member's knowledge, is connected directly or indirectly to the performance of the member's duties is deemed to be a gift or personal benefit to that member.

## **PART 5 APPOINTMENT OF INTEGRITY COMMISSIONER**

### **Appointment of an Integrity Commissioner**

5.1 Council must appoint an Integrity Commissioner to undertake the duties and responsibilities set out in this By-law.

5.2 The appointment of an Integrity Commissioner must be for a set period of two (2) years. An Integrity Commissioner may be appointed for more than one term.

5.3 At the request of the Integrity Commissioner, Council may suspend the appointment for a mutually agreed period of time.

5.4 Council will not terminate an Integrity Commissioner except for cause.

5.5 The appointment of an Integrity Commissioner may only be made, suspended, or terminated by a 2/3 vote of all Council Members.

### **Interim of Ad Hoc Appointment**

5.6 The City Manager may appoint an ad hoc Integrity Commissioner in the following circumstances:

- a) if the City has not yet entered into a contract for the appointment of an Integrity Commissioner;
- b) in the interim period between the expiry of the appointment of one Integrity Commissioner and the appointment of a new Integrity Commissioner; or
- c) if the appointed Integrity Commissioner is unable or unwilling to act.

### **Duties and Responsibilities**

5.7 The duties and responsibilities of the Integrity Commissioner are as follows:

- a) provide advice and recommendations to a member on questions of compliance with this By-law where requested to do so by that member;
- b) provide advice and recommendations to a Council Member, regarding their compliance or disclosure obligations under a provincial statute, such as the *Financial Disclosure Act*, or other such statute that imposes an express compliance or disclosure obligation on the Council Member due to their position as an elected official, where requested to do so by a Council Member;
- c) prepare written materials and content for the city's website for distribution to, and use by, the public, to aid in their understanding of the role of the Integrity Commissioner and the ethical obligations and responsibilities of members under this By-law;
- d) deliver educational programs regarding the role of the Integrity Commissioner and the ethical obligations and responsibilities of members under this By-law;
- e) assist with informal resolution of confidential requests and complaints;
- f) receive and assess all complaints to determine if the complaint must be rejected, closed, resolved or investigated;
- g) investigate and conduct inquiries as to violation of this By-law;
- h) report to Council as to whether a member has breached this By-law;

- i) make recommendations on an appropriate remedy if a member has breached this By-law;
- j) submit an annual budget for approval by Council; and
- k) publish an annual report that includes a summary of the work of the Integrity Commissioner and any advice or recommendations that the Integrity Commissioner has to improve the text or operation of this By-law.

5.8 The Integrity Commissioner must perform the duties and responsibilities of their office in an independent manner.

## **PART 6 COMPLAINT AND RESOLUTION PROCEDURES**

### **Confidential Requests**

6.1 If a person believes that they have been subject to conduct by a member in breach of this By-law, that person may approach the Integrity Commissioner on a confidential basis, without the need to file a complaint, to request that the Integrity Commissioner inform the member of the alleged breach. Upon receipt of the confidential request, the Integrity Commissioner may attempt to address the conduct with the member.

6.2 The Integrity Commissioner must protect the confidentiality of a person making a request under section 6.1, unless the person making the request consents to disclosure.

### **Complaint Procedure**

6.3 Any person may submit a complaint to the Integrity Commissioner.

6.4 A complaint must be in writing and describe with sufficient detail:

- a) the name of the complainant;
- b) the name of the respondent;
- c) the conduct that the complainant alleges to have breached this By-law;
- d) the date of the alleged conduct;
- e) the part or parts of this By-law that the complainant alleges has or have been breached; and
- f) the basis for the complainant's knowledge about the conduct.

6.5 A complainant may specify in the complaint if they are willing to participate in an informal resolution of the complaint.

6.6 The Integrity Commissioner may prescribe a form for submitting a complaint.

6.7 Provided that a complaint has been submitted, the Integrity Commissioner may accept a complaint, notwithstanding that the form of the complaint does not comply with all of the requirements set out in section 6.4 if, in the Integrity Commissioner's opinion, the circumstances warrant.

6.8 The Integrity Commissioner must not accept multiple complaints concerning the same matter. In the event that the Integrity Commissioner receives multiple complaints concerning the same matter, the Commissioner must proceed with the first complaint accepted, but may expand the complaint and/or add complainants for the purpose of conducting the investigation and preparing the investigation report.

6.9 The Integrity Commissioner must reject a complaint received more than 180 days after the complainant knew or reasonably ought to have known of the alleged breach of this By-law.

6.10 The Integrity Commissioner must reject a complaint received regarding a Council member seeking re-election in the period from the last day of the nomination period to the general voting day.

6.11 In the period 90 days prior to general voting day, the Integrity Commissioner may suspend any investigation underway until the day after the general voting day.

### **Complaint Outside of Jurisdiction**

6.12 The Integrity Commissioner has the authority to investigate a complaint alleging that a member is in breach of this By-law.

6.13 If a complaint is submitted that, on its face, is not made with respect to a breach of this By-law, or if a complaint would be more appropriately addressed through another process, including if the complaint is:

- a) an allegation of a criminal nature consistent with the Criminal Code;
- b) with respect to non-compliance with the *Freedom of Information and Protection of Privacy Act*;
- c) with respect to conduct that may subject a member to disqualification pursuant to sections 140(4), 143(4) and 145.3 to 145.911 of the *Vancouver Charter*;
- d) with respect to non-compliance with a more specific Council policy or by-law with a separate complaint procedure; or
- e) with respect to a matter that is subject to another outstanding process, such as a court proceeding or a Human Rights complaint,

the Integrity Commissioner must reject the complaint, or part of the complaint, and must notify the complainant in writing that the complaint is not within the jurisdiction of this By-law, or that the complaint would be more appropriately

addressed through another process, as the case may be, and set out any additional reasons and referrals the Integrity Commissioner considers appropriate.

6.14 Where a complaint is made against a Council Member and the complaint procedure overlaps with a municipal election and the Council Member is not re-elected in that election, the Integrity Commissioner must notify the complainant and the Council Member in writing that the Integrity Commissioner is closing the complaint on this basis and close the complaint.

### **Preliminary Assessment**

6.15 On receipt of a complaint, the Integrity Commissioner must conduct a preliminary assessment and if at that time, or any time thereafter, the Integrity Commissioner of the opinion that:

- a) the statement is not with respect to a breach of this By-law;
- b) the complaint is frivolous, vexatious, or not made in good faith;
- c) an investigation of the complaint would not be in the public interest;
- d) the investigation is, or might be, hampered, or the member might be prejudiced by the complainant's failure to provide a complaint in compliance with section 6.4, or otherwise cooperate with the investigation;
- e) the complainant wishes to withdraw the complaint, and it would be appropriate in the circumstances to allow the withdrawal; or
- f) there are no grounds or insufficient grounds for concluding that a violation of this By-law has occurred,

the Integrity Commissioner must notify the complainant and the respondent in writing that the Integrity Commissioner is closing the complaint, set out the reasons therefore, and close the complaint.

6.16 Notwithstanding section 6.15, the Integrity Commissioner may request further information from the complainant before determining whether or not there are sufficient grounds for believing that a breach of this By-law may have occurred.

### **Informal Resolution**

6.17 When the Integrity Commissioner has decided to proceed with a complaint, the Integrity Commissioner must determine whether the complaint requires a formal investigation, or whether the complaint may be resolved informally. In the latter case, the Integrity Commissioner may, at their discretion, either attempt to resolve the complaint directly, or refer the complaint to:

- a) the Mayor, if the complaint is made by a member, unless the complaint is against the Mayor, in which case the complaint will be referred to the Deputy Mayor; or
- b) the City Manager, if the complaint is made by a City employee or the public.

6.18 When determining whether the complaint may be resolved informally, the Integrity Commissioner may consider culturally appropriate, or transformative or restorative justice approaches, and may engage a third party to assist the Integrity Commissioner for this purpose.

6.19 Where the Integrity Commissioner refers the complaint in accordance with section 6.17, the Mayor, the Deputy Mayor, or the City Manager, as the case may be, may agree to assist in resolving the complaint directly, or may appoint a third party to assist in resolving the complaint at their discretion.

6.20 The person assisting in the informal resolution of a complaint will assess the suitability of the complaint for settlement or resolution on an ongoing basis and may decline to assist at any point.

6.21 The complainant, or the respondent, can decline to participate in an informal resolution at any time.

6.22 If a complaint is resolved informally, the person assisting in resolving the complaint must notify the Integrity Commissioner in writing of the terms of the resolution, upon receipt of which, the Integrity Commissioner must close the complaint.

6.23 If a complaint cannot be resolved informally, the person assisting in resolving the complaint must refer the complaint back to the Integrity Commissioner for a formal investigation.

### **Formal Resolution**

6.24 If a complaint is not rejected, closed, or resolved informally, the Integrity Commissioner must proceed with a formal investigation.

6.25 The Integrity Commissioner must serve the complaint on the respondent with a request that the respondent provide a written response to the complaint together with any submissions the respondent chooses to make within 10 days, subject to the Integrity Commissioner's discretion to extend the timeline.

6.26 The Integrity Commissioner may serve the complainant with the respondent's written response together with any submissions, on a strictly confidential basis, and request a reply in writing within 10 days, subject to the Integrity Commissioner's discretion to extend the timeline.

6.27 The Integrity Commissioner may:

- a) speak to anyone relevant to the complaint;



- b) request disclosure of documents relevant to the complaint; or
- c) access any record in the possession or control of the city, except a record that is subject to privilege.

6.28 The Integrity Commissioner must ensure that the formal investigation complies with the rules of procedural fairness and natural justice required in the circumstances.

### **Adjudication and Reporting**

6.29 The Integrity Commissioner must make a decision within 90 days of making a decision to proceed with a formal investigation, unless section 6.11 applies, or the Integrity Commissioner determines that doing so is not practicable, in which case the Integrity Commissioner must notify the complainant and respondent of the delay and provide a revised decision date. The revised decision date may be extended by periods of up to 30 days on provision of written notice to the complainant and the respondent.

6.30 A notification issued pursuant to sections 6.13, 6.14, 6.15 or 6.29 is confidential and must not be disclosed except in the following circumstances:

- a) the Integrity Commissioner may use information in the notice in an annual report in the form of context and statistics;
- b) the Integrity Commissioner may prepare an anonymized bulletin based on the notice if the Integrity Commissioner believes that doing so would be of public benefit;
- c) to Council for the purpose of considering a resolution for reimbursement of legal fees pursuant to section 6.44; and
- d) the respondent may disclose the fact that the complaint has been closed, or that a finding has been made that the respondent did not breach this By-law.

6.31 If after reviewing all material information, the Integrity Commissioner determines that the respondent did not violate this By-law, then:

- a) Integrity Commissioner must prepare a written investigation report providing reasons for their determination that the member did not breach the By-Law;
- b) the Integrity Commissioner must deliver a copy of the investigation report to the complainant, respondent and Council; and
- c) the Integrity Commissioner must make the investigation report available to public forty eight (48) hours after delivery of the investigation report to the complaint, respondent and Council.

6.32 If after reviewing all material information the Integrity Commissioner determines that a member did violate this By-law then:

- a) the Integrity Commissioner must prepare a written investigation report providing reasons for their determination that the member breached this By-law;
- b) the investigation report will make recommendations as to the appropriate sanction for the breach;
- c) if the Integrity Commissioner determines that a member did breach this By-law, but that the member took all reasonable steps to prevent it, or that it was trivial or done inadvertently or because of an error in judgment made in good faith, the Integrity Commissioner will so state in the investigation report and may recommend that no sanction be imposed;
- d) the Integrity Commissioner must deliver, on a strictly confidential basis, a copy of the investigation report to the respondent; and
- e) the Integrity Commissioner must deliver a copy of the investigation report to the complainant and Council forty eight (48) hours after delivery of the investigation report to the respondent; and
- f) the Integrity Commissioner must make the investigation report available to public after delivery of the investigation report to the complainant and Council.

6.33 The Integrity Commissioner must ensure that the investigation report as drafted complies with the city's obligations regarding disclosure of personal information set out in the *Freedom of Information and Protection of Privacy Act*, or ensure that appropriate redactions are applied prior to release to the public.

### **Final Determination by Council**

6.34 Council must, within 30 days of delivery of the investigation report pursuant to section 6.32 (e), or a longer period if approved by a vote of Council, decide on the appropriate measures, if any, that are warranted by the breach of this By-law, and will take such actions as Council considers appropriate in the circumstances.

6.35 Prior to Council making any decision regarding the findings and recommendations set out in the investigative report, the respondent must be provided with an opportunity, either in person or in writing, to comment on the decision and any recommended censure, sanctions or corrective actions.

6.36 While an investigation report provided to Council may be considered in a closed meeting for the purpose of receiving legal advice, or other valid reason, when Council deliberates and votes on the investigation report, it will do so in a public meeting and the investigation report must be made available to the public in a form that complies with section 6.33.

### **Remedies**

6.37 Sanctions that may be imposed for violating this By-law include the following:

- a) a letter of reprimand from Council addressed to the member;
- b) a request from Council that the member issue a letter of apology;
- c) the publication of a letter of reprimand and a request for apology by the Integrity Commissioner, and the member's written response;
- d) a recommendation that the member attend specific training or counselling;
- e) suspension or removal of the appointment of a Council Member as the Deputy Mayor;
- f) suspension or removal of the Council Member from some or all Council committees and bodies to which the Council Member was appointed by Council;
- g) termination of the Advisory Board Member's appointment from the advisory committee, task force, commission, board, or other Council-established body to which the Advisory Board Member was appointed by Council; and
- h) public censure of a member.

### **Confidentiality of the Investigation**

6.38 The Integrity Commissioner must make all reasonable efforts to investigate complaints in confidence.

6.39 The Integrity Commissioner and every person acting under the Integrity Commissioner's instructions must preserve confidentiality with respect to all matters that come into the Integrity Commissioner's knowledge in the course of any investigation or complaint except as required by law.

6.40 An investigation report must only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purpose of the investigation report.

### **Reprisals and Obstruction**

6.41 No member or City employee will obstruct the Integrity Commissioner in the carrying out of the Integrity Commissioner's duties or responsibilities.

6.42 No member or City employee will threaten or undertake any active reprisal against a complainant or against a person who provides information to the Integrity Commissioner in the context of an investigation.

6.43 No member or City employee will tamper with or destroy documents or electronic records related to any matter under investigation under this By-law or refuse to respond to the Integrity Commissioner when questioned regarding an investigation.

**Reimbursement of Costs**

6.44 If appropriate after considering all circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member in relation to a complaint in accordance with the provisions of the *Vancouver Charter*.

**PART 7  
ENACTMENT**

**Force and effect**

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

ENACTED by Council this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Zoning and Development By-law No. 3575  
to create the I-1C District Schedule**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Zoning and Development By-law to remove barriers to the creation of new work-only artist studios in the industrial district schedules. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

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

**A By-law to amend the Zoning and Development By-law No. 3575  
to create the I-1C District Schedule**

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. Council enacts a new I-1C District Schedule, as attached to this by-law as Schedule A.
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    , 2021

\_\_\_\_\_  
Mayor

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

# Schedule A

I-1C

## I-1C District Schedule

### 1 Intent

The primary intent of this schedule is to encourage employment-intensive light industrial uses on lower levels with compatible office and service uses above. Limited retail uses at grade are permitted to activate the street frontage, subject to the limitations in this schedule. The uses, density, height and form in this schedule provide a transition between adjoining residential, commercial and light industrial districts. Applications must demonstrate that light industrial uses comprise a minimum of one-third of the net floor area, including all other uses combined.

### 2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law, and to compliance with section 2.3 and the regulations of this schedule, the uses listed in section 2.2 shall be permitted in these districts and shall be issued a permit.

#### 2.2 Uses

2.2.A • Accessory Buildings customarily ancillary to any of the uses listed in this schedule, except that:

- (a) an accessory building must not exceed 4.6 m in height, and must not exceed 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and ridge of a gable, hip, or gambrel roof;
- (b) an accessory building must be situated in the rear yard no less than 3.1 m from the ultimate centre line of any rear or flanking lane; and
- (c) an accessory building's total floor area, measured to the extreme outer limits of the building, must not exceed 10 % of the total area of the site.

- Accessory Uses customarily ancillary to any of the uses listed in this section, but not including accessory retail use in conjunction with wholesale uses listed in section 2.2.W, provided that, unless permitted as an outright approval use pursuant to section 2.2 of this schedule, the total floor area of all accessory uses shall not be greater than 33½ % of the gross floor area of the principal and accessory uses combined, and provided that the floor area in accessory retail use, except for accessory retail use associated with an Artist Studio, is separated by a wall from the floor area in other uses which shall be inaccessible to the general public.

2.2.C [Cultural and Recreational]

- Artist Studio – Class A, provided that the use must not be combined with a Residential Unit.
- Arts and Culture Indoor Event.
- Club.

2.2.I [Institutional]

- Church

2.2.M [Manufacturing]

- Bakery Products Manufacturing.
- Batteries Manufacturing.
- Chemicals or Chemical Products Manufacturing - Class B.

- Clothing Manufacturing.
- Dairy Products Manufacturing.
- Electrical Products or Appliances Manufacturing.
- Food or Beverage Products Manufacturing - Class B.
- Furniture or Fixtures Manufacturing.
- Ice Manufacturing.
- Information Communication Technology Manufacturing.
- Jewellery Manufacturing.
- Leather Products Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Non metallic Mineral Products Manufacturing - Class B.
- Paper Products Manufacturing.
- Plastic Products Manufacturing.
- Printing or Publishing.
- Rubber Products Manufacturing.
- Shoes or Boots Manufacturing.
- Tobacco Products Manufacturing.
- Wood Products Manufacturing - Class B.

**2.2.S [Service]**

- Animal Clinic.
- Catering Establishment.
- Laboratory.
- Laundry or Cleaning Plant.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Photofinishing or Photography Laboratory.
- Production or Rehearsal Studio.
- Repair Shop - Class A.
- Repair Shop – Class B.
- School - Vocational or Trade.
- Sign Painting Shop.
- Work Shop.

**2.2.T [Transportation and Storage]**

- Cold Storage Plant.
- Packaging Plant.
- Storage Warehouse.

**2.2.U [Utility and Communication]**

- Radiocommunication Station.

**2.2.W [Wholesale]**

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B, provided that floor area does not exceed 1 000 m<sup>2</sup>.

**2.3 Conditions of Use**

- 2.3.1 All uses listed in section 2.2 of this schedule shall be carried on wholly within a completely enclosed building, except for off street parking and loading, heating and mechanical equipment, or other facilities or equipment which in the opinion of the Director of Planning are similar to the foregoing.



- 2.3.2 No use listed in section 2.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and compressed gas, petroleum, coal or tar products or derivatives.

### 3 Conditional Approval Uses

- 3.1 Subject to all other provisions of this By-law, including the additional regulations in section 10.20 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant.

### 3.2 Uses

- 3.2.A
- Accessory Buildings to any of the uses listed in this schedule, except as provided for in section 2.2.A of this schedule.
  - Accessory Uses customarily ancillary to any of the uses listed in this section, subject to the same provisions as section 2.2.A of this schedule.
  - Accessory Uses customarily ancillary to any of the uses listed in this schedule, other than as provided for in section 2.2.A of this schedule, except that accessory retail use may be approved only in conjunction with manufacturing uses.

#### 3.2.AG [Agricultural]

- Urban Farm - Class B.

#### 3.2.C [Cultural and Recreational]

- Artist Studio - Class B.
- Fitness Centre.
- Park or Playground.
- Theatre.

#### 3.2.DW [Dwelling]

- Dwelling Unit for a caretaker, watchman or other person or persons similarly employed, if such dwelling unit is considered to be essential to the operation of the business or establishment.

#### 3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Public Authority Use.
- Social Service Centre.

#### 3.2.M [Manufacturing]

- Brewing or Distilling.
- Chemicals or Chemical Products Manufacturing - Class A.
- Food or Beverage Products Manufacturing - Class A.
- Linoleum or Coated Fabrics Manufacturing.
- Machinery or Equipment Manufacturing.
- Metal Products Manufacturing - Class B.
- Miscellaneous Products Manufacturing - Class A.

- Motor Vehicle Parts Manufacturing.
  - Non metallic Mineral Products Manufacturing - Class A.
  - Rubber Manufacturing.
  - Textiles or Knit Goods Manufacturing.
  - Transportation Equipment Manufacturing.
  - Vegetable Oil Manufacturing.
- 3.2.O [Office]
- Financial Institution.
  - General Office, including Digital Entertainment and Information Communication Technology.
  - Health Care Office.
  - Health Enhancement Centre.
- 3.2.P [Parking]
- Parking Uses.
- 3.2.R [Retail]
- Farmers' Market. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
  - Furniture or Appliance Store.
  - Grocery or Drug Store.
  - Public Bike Share.
  - Retail Store.
  - Secondhand Store
  - Vehicle Dealer
- 3.2.S [Service]
- Auction Hall.
  - Barber Shop or Beauty Salon.
  - Beauty and Wellness Centre
  - Laundromat or Dry Cleaning Establishment.
  - Neighbourhood Public House.
  - Photofinishing or Photography Studio.
  - Print shop.
  - Restaurant – Class 1.
  - Restaurant – Class 2.
  - School – Arts or Self-Improvement.
  - School – Business.
- 3.2.T [Transportation and Storage]
- Aircraft Landing Place.
  - Bulk Data Storage
  - Taxicab or Limousine Station.
  - Truck Terminal or Courier Depot.
- 3.2.U [Utility and Communication]
- Public Utility.
  - Recycling Depot.
- 3.2.W [Wholesale]
- Wholesaling - Class B, other than as provided for in section 2.2.WH of this Schedule.

- 3.2.Z • Any other use which is not specifically listed and defined as a use in section 2 of this by-law but which the Director of Planning considers comparable in nature to the uses listed in this schedule, having regard to the intent of this district schedule.
- Any use which is listed in section 2.2 of this schedule but which does not comply with the provisions of section 2.3.1.

**3.3 Conditions of Use**

- 3.3.1 All uses listed in section 3.2 of this schedule, except Park or Playground and Aircraft Landing Place, shall be carried wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non industrial districts.
- 3.3.2 No use listed in section 3.2 of this schedule shall involve the bulk storage, pending ultimate distribution off site, of explosives, fireworks, ammunition, matches, or flares; radioactive material; rags or cotton waste; and compressed gas, petroleum, coal or tar products or derivatives.
- 3.3.3 No use listed in section 3.2 of this schedule shall involve the storage, other than wholly within a completely enclosed building, of toxic or corrosive chemicals or acids; scrap; fungicides, herbicides or pesticides; paint, varnish, oil shellac or turpentine; grain, hops, or sugar; fish, fish oil or meal, animal oil or fat, or vegetable oil.
- 3.3.4 No use listed in section 3.2 of this schedule shall involve the storage of goods or materials other than wholly within a completely enclosed building unless the yard or portion of the yard containing the goods or materials is enclosed by a suitable fence or wall restricting public access.
- 3.3.5 A Neighbourhood Public House use shall not be located within 300 m of an existing Neighbourhood Public House use.
- 3.3.6 A Restaurant - Class 2 use shall not be located within 200 m of an existing Restaurant - Class 2 use.
- 3.3.7 A Lounge use accessory to Brewing or Distilling use shall be carried on wholly within a completely enclosed building.

**4 Regulations**

All uses approved under sections 2 and 3 of this schedule shall be subject to the following regulations:

- 4.1 **Site Area** -- Not Applicable.
- 4.2 **Frontage** -- Not Applicable.
- 4.3 **Height**
- 4.3.1 The maximum height of a building shall not exceed 46.5 m except that:
  - (a) for a depth of 6.1 m measured from a property line adjacent to all north-south streets, the height of a building must not exceed 21.0 m, as illustrated in Figure 1;
  - (b) for a depth of 4.5 m measured from a property line adjacent to 2nd Avenue, 3rd Avenue, and 4th Avenue the height of a building must not exceed 21.0 m, as illustrated in

- Figure 2;
- (c) the floor to floor height of the first floor of a building must measure a minimum of 6.1 m; and
  - (d) the floor to floor height of the second floor of a building must measure a minimum of 5.35 m.

Figure 1 Height Limit along north-south streets

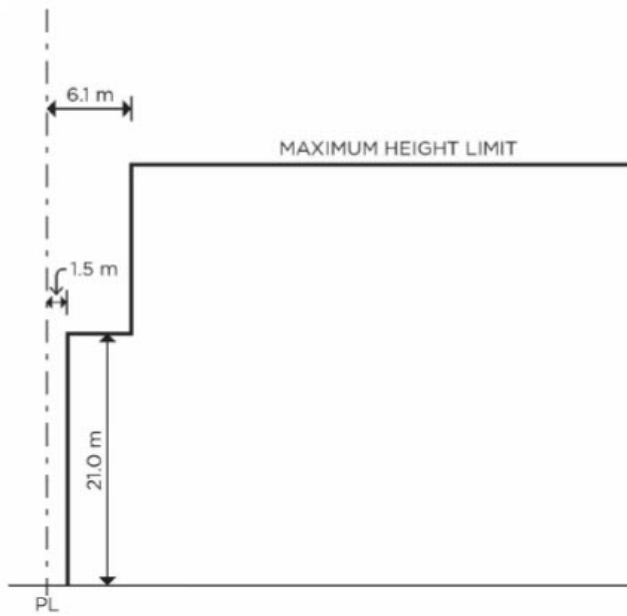
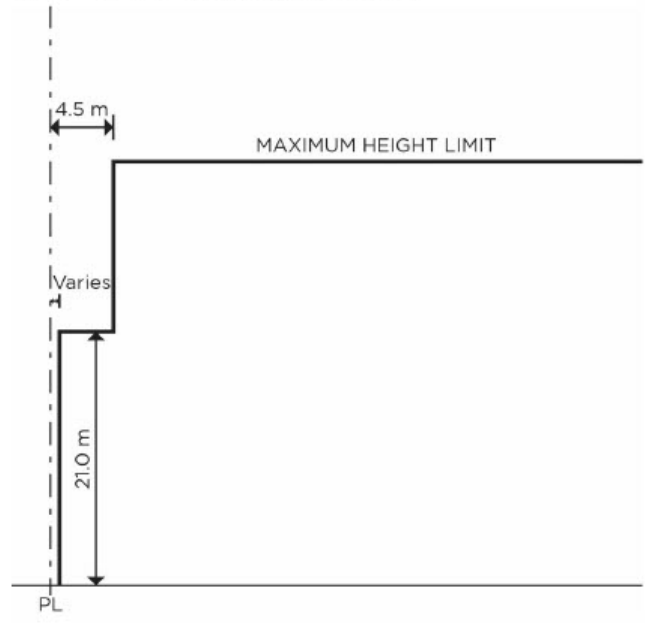


Figure 2 Height Limit along 2nd, 3rd and 4th Avenue



- 4.3.2 The Director of Planning may vary the height requirements of section 4.3.1 as follows:
- (a) any floor above 21.0 m may be permitted to extend into the required upper floor setback as follows:
    - (i) on north-south streets, the width of the building may extend up to 3.0 m into the required 6.1 m upper floor setback for up to one-third of the width of a building fronting on 2nd Avenue, and
    - (ii) on 2nd Avenue, 3rd Avenue and 4th Avenue, the 4.5 m upper floor setback may be reduced for up to one-third of the width of a building fronting the avenue, except that:
      - (iii) the building must not encroach into the ground floor setbacks as specified in section 4.4
  - (b) for the provision of rooftop access and amenity spaces, height increases of up to one additional storey, to a maximum overall building height of not more than 50.3m, may be considered

**4.4 Setbacks**

The setback of a building must be at least:

- (a) 1.5 m from the property line adjacent to all north-south streets;
- (b) 0.65 from the property line adjacent to 3rd and 4th Avenue;
- (c) 0.6 m from any property line adjacent to a lane.

**4.5 Floor Area and Density**

4.5.1 Maximum floor space ratio shall not exceed 6.0, except that:

- (a) the maximum floor space ratio shall be 6.0 for Manufacturing Uses, Transportation and Storage Uses, Utility and Communication Uses, Wholesale Uses, and Service Uses limited to: Catering Establishment; Laboratory; Laundry or Cleaning Plant; Motor Vehicle Repair Shop; Photofinishing or Photography Laboratory; Production or Rehearsal Studio; Repair Shop - Class A; Repair Shop - Class B; Sign Painting Shop; and Work Shop;
- (b) the maximum floor space ratio shall be 4.0 for Office Uses;
- (c) the maximum floor space ratio shall be 1.0 for all Service Uses listed in sections 2.2.S and 3.2.S of this schedule, except those listed in 4.5.1(a);
- (d) the maximum floor space ratio for all other uses combined must not exceed 1.0, except that the maximum permitted floor area:
  - (i) for Retail use, including accessory Retail use, must not exceed 1,000 m<sup>2</sup>,
  - (ii) for Neighbourhood Public House use must not exceed 500 m<sup>2</sup>, of which at least 25 % must be Manufacturing Uses, limited to Brewing or Distilling,
  - (iii) for Restaurant - Class 1 use must not exceed 150 m<sup>2</sup>,
  - (iv) for Restaurant - Class 2 use must not exceed 300 m<sup>2</sup>, and
  - (v) for a lounge use accessory to a Brewing or Distilling use must not exceed 80 m<sup>2</sup>; and
- (e) the total floor area of all uses listed in 4.5.1(a) shall not be less than one-third of the net floor area.

**4.6 Computation of Floor Area**

4.6.1 Computation of floor area must include all floors of all buildings, both above and below ground level, measured to the extreme outer limits of the building.

4.6.2 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of these exclusions does not exceed 12 % of the floor area being provided;
- (b) patios and roof decks provided that the Director of Planning first considers the effect on privacy and overlook.
- (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:
  - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length, or
  - (ii) are above the base surface and where developed as off street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; and
- (d) storage area associated with an artist studio - class B where the storage area is provided below the base surface and subject to a maximum exclusion of 20 m<sup>2</sup> for each artist studio - class B;

4.6.3 The Director of Planning may vary the computation of floor area exclusions of section 4.6.2 for accessory amenity areas, including child day care facilities, and recreation facilities to a maximum of 10 % of the total permitted floor area.

**EXPLANATION**

**A By-law to amend  
Zoning and Development By-law No. 3575  
regarding Health Care Office as a permitted use in the I-1 District Schedule**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Zoning and Development By-law to add Health Care as a conditionally permitted use in the I-1 District Schedule. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
regarding Health Care Office as a permitted use in the I-1 District Schedule**

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

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.
2. In the I-1 District Schedule, Council adds, in correct alphabetical order, "Health Care Office" as a permitted use to section 3.2.O [Office].
3. In section 4.7.1 (b), Council strikes "General Office use" and replaces it with "Office uses".
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 the 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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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



**EXPLANATION**

**A By-law to amend  
Vancouver Development Cost Levy By-law No. 9755**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Zoning and Development By-law regarding I-1C zoning. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021



## EXPLANATION

### **A By-law to amend Vancouver Utilities Development Cost Levy By-law No. 12183**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Vancouver Utilities Development Cost Levy By-law regarding I-1C zoning. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021



**EXPLANATION****A By-law to amend Downtown Eastside/Oppenheimer  
Official Development Plan By-law No. 5532  
Regarding Exceptions to Retail Continuity**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Downtown Eastside/Oppenheimer Official Development Plan By-law to allow additional flexibility in community-serving uses for storefront spaces at grade in the Downtown Eastside. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

## BY-LAW NO.

### **A By-law to amend Downtown Eastside/Oppenheimer Official Development Plan By-law No. 5532 Regarding Exceptions to Retail Continuity**

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

1. This By-law amends the indicated provisions of the Downtown Eastside/Oppenheimer Official Development Plan By-law 5532.
2. In section 4.4A, Council:
  - (a) strikes out “may permit social service centre, general office, or health care office uses” and substitutes “may permit uses that serve the educational, cultural, health, social, recreational or local economic development needs of the local community”; and
  - (b) inserts “or Main Street” after “on Hastings Street”.
3. Council amends Downtown-Eastside/Oppenheimer District Map 2 by striking out the legend description “Only retail and similar uses and lawyers' offices subject to section 4.4A permitted on the ground floor” and substituting “Only retail and similar uses, lawyers' offices, and other community-serving uses subject to section 4.4A permitted on the ground floor.”.
4. Council amends section 6 by inserting the following new section:

**“6.4A Exception to retail continuity**

Despite anything to the contrary in this Downtown-Eastside/Oppenheimer Official Development Plan, the Development Permit Board or Director of Planning may permit uses that serve the educational, cultural, health, social, recreational or local economic development needs of the local community on the ground floors of buildings having street frontages on Powell Street subject to development permits limited in time as required by the Development Permit Board or Director of Planning.”.
5. Council amends Downtown-Eastside/Oppenheimer District Map 6 by striking out the legend description “Only retail and similar uses permitted on the ground floor” and substituting “Only retail and similar uses and other community-serving uses subject to section 6.4A permitted on the ground floor.”.
6. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

**A By-law to Amend  
Zoning and Development By-law No. 3575  
Regarding Artist Studio**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Zoning and Development By-law to remove barriers to the creation of new work-only artist studios in the industrial district schedules. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021



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

**A By-law to Amend  
Zoning and Development By-law No. 3575  
Regarding Artist Studio**

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

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.
2. In the MC-1 and MC-2 Districts Schedule, Council strikes “, the change of use must only apply to floor area existing as of February 26, 2013, and any additions are limited to no more than 10 percent of existing floor area” from section 2.2.1C.
3. In the MC-1 and MC-2 Districts Schedule, Council strikes “Artist Studio – Class A, but only in sub-area A as shown in Figure 1.” and “Artist Studio – Class B, but only in sub-area A as shown in Figure 1.” from section 3.2.2.C, wherever they appear.
4. In the MC-1 and MC-2 Districts Schedule, Council strikes “, but only if the change of use applies to floor area existing as of February 26, 2013 and additions do not exceed a maximum of 10 percent of the existing floor area” from section 3.2.3 C, wherever they appear.
5. In the MC-1 and MC-2 District Schedule, Council strikes “Residential Unit associated with and forming an integral part of an Artist Studio – Class B” from section 3.2.3 DW and replaces it with “Residential Unit associated with and forming an integral part of an Artist Studio – Class B, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of the existing floor area.”
6. In the M-1, M-1B, M-2, IC-1 and IC-2, IC-3, I-1, I-2, and I-3 District Schedules, Council strikes “, the change of use must only apply to floor area existing as of February 26, 2013, and any additions are limited to no more than 10 percent of existing floor area” from section 2.2.C, wherever they appear.
7. In the I-3 District Schedule, Council strikes “Artist Studio – Class A, but only in sub-area A as shown in Figure 1.” from section 2.2.C, wherever they appear.
8. In the M-1, M-1B, M-2, IC-1 and IC-2, I-1, I-2 and I-3 District Schedules, Council strikes “, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of the existing floor area” from section 3.2.C, wherever they appear.
9. In the M-1, M-1A, M-1B, M-2, I-1 District Schedules, Council strikes “Residential Unit associated with and forming an integral part of an Artist Studio – Class B.” from section 3.2.DW and replaces it with “Residential Unit associated with and forming an integral part of an Artist Studio – Class B, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of the existing floor area.”

10. In the IC-1 and IC-2 Districts Schedule, Council strikes “Residential Unit associated with and forming an integral part of an Artist Studio.” from section 3.2.DW and replaces it with “Residential Unit associated with and forming an integral part of an Artist Studio, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of the existing floor area.”

11. In the I-1A, I-1B, and I-4 District Schedules, Council strikes “Residential Unit associated with and forming an integral part of an Artist Studio – Class B.” from section 3.2.DW and replaces it with “Residential Unit associated with and forming an integral part of an Artist Studio – Class B, provided that the change of use applies to floor area existing as of May 2, 2017 and additions are limited to a maximum of 10 percent of the existing floor area.”

12. In the I-2 District Schedule, Council strikes “Residential Unit associated with and forming an integral part of an Artist Studio - Class B, but not in sub-area A or B as shown in Figure 1.” from section 3.2.DW and replaces it with “Residential Unit associated with and forming an integral part of an Artist Studio - Class B, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of the existing floor area, but not in sub-area A or B as shown in Figure 1.”

13. In the I-3 District Schedule, Council strikes “Residential Unit associated with and forming an integral part of an Artist Studio - Class B, but only in sub-area B as shown in Figure 1.” from section 3.2.DW and replaces it with “Residential Unit associated with and forming an integral part of an Artist Studio - Class B, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of the existing floor area, but only in sub-area B as shown in Figure 1.”

14. In the M-1A District Schedule, Council strikes “, the change of use must only apply to floor area existing as of February 26, 2013, and any additions are limited to no more than 10 percent of existing floor area” and “, provided that the change of use applies to floor area existing as of February 26, 2013 and additions are limited to a maximum of 10 percent of existing floor area” from section 3.2.C, wherever they appear.

15. In the I-1A and I-1B District Schedules, Council strikes “, the change of use must only apply to floor area existing as of May 2, 2017 and any additions are limited to no more than 10 % of existing floor area” from section 2.2.C, wherever they appear.

16. In the I-1A and I-1B District Schedules, Council strikes “, provided that the change of use applies to floor area existing as of May 2, 2017 and additions are limited to a maximum of 10% of the existing floor area” from section 3.2.C, wherever they appear.

17. In the I-4 District Schedule, Council strikes “and the change in use must only apply to floor area existing as of May 7, 2017 and any additions are limited to no more than 10 percent of existing floor area” from section 2.2.C, wherever they appear.



**A By-law to amend  
Zoning and Development By-law No. 3575  
regarding Neighbourhood Grocery Store**

Following the Public Hearing on January 21, 2021, Council resolved to amend the Zoning and Development By-law to reduce restrictions for small neighbourhood grocery stores, updating residential uses associated with Neighbourhood Grocery Stores, and amending most residential District Schedules to ensure that Neighbourhood Grocery Store is a permitted use.

Director of Legal Services  
February 9, 2021

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
regarding Neighbourhood Grocery Store**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. In section 11.24.1 Council strikes “existing as of July 29, 1980” and adds “and the RA-1 District” after “FM-1 District”.
3. In section 11.24.6, Council strikes the “and” following 11.24.6 (b) (ii), and replaces 11.24.6 (b) (iii) with the following:
  - “(iii) the proposed delivery, loading and goods movement program, and
  - (iv) the impact on adjacent property owners and residents of a proposed building addition or solid waste program.”
4. In the RS-1B, RS-3 and RS-3A, RM-6, RM-11 and RM-11N and RM-12N District or Districts Schedules, Council adds to section 3.2.DW, in correct alphabetical order “● Dwelling Units in conjunction with a Neighbourhood Grocery Store”.
5. In the RS-1B, RS-3 and RS-3A, RM-11 and RM-11N and RM-12N District or Districts Schedules, Council adds to section 3.2.R, in correct alphabetical order “● Neighbourhood Grocery Store”.
6. In the RS-1, RS-1A, RS-2, RS-5, RS-6, RT-1, RT-2, RT-3, RT-4, RT-4A, RT-4N and RT-4AN, RT-5 and RT-5N, RT-6, RT-7, RT-8, RT-9, RT-10 and RT-10-N, RT-11 and RT-11N, RM-1 and RM-1N, RM-2, RM-3, RM-3A, RM-4 and RM-4N, RM-5, RM-5A, RM-5B, RM-5C and RM-5D, RM-7, RM-7N and RM-7AN, and RM-8, RM-8A, RM-8N and RM-8AN, and RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN, and RM-10 and RM-10N District or Districts Schedules, Council strikes “Neighbourhood Grocery Store existing as of July 29, 1980.”, and replaces it with “Neighbourhood Grocery Store”.
7. In the RS-1, RS-1A, RS-5, RS-6, RM-2, RM-3, RM-3A, RM-4 and RM-4N District or Districts Schedules, Council strikes “Dwelling Unit in conjunction with a neighbourhood grocery store existing as of July 29, 1980.”, and replaces it with “Dwelling Units in conjunction with a Neighbourhood Grocery Store”.
8. In the RS-2, RT-1, RT-2, RT-3, RT-4, RT-4A, RT-4N and RT-4AN, RT-5 and RT-5N, RT-6, RT-7, RT-8, RT-9, RT-10 and RT-10-N, RT-11 and RT-11N, and RM-1 and RM-1N District of Districts Schedule, Council strikes “Dwelling Units, up to a maximum of two, in conjunction with a neighbourhood grocery store existing as of July 29, 1980.”, and replaces it with “Dwelling Units in conjunction with a Neighbourhood Grocery Store”.

9. In the RS-7 District Schedule, Council strikes “Dwelling Units, up to a maximum of two, in conjunction with a neighbourhood grocery store existing as of July 29, 1980, subject to the provisions of section 11.16 of this By-law.”, and replaces it with “Dwelling Units in conjunction with a Neighbourhood Grocery Store.”.

10. In the RS-7 District Schedule, Council strikes “Neighbourhood Grocery Store existing as of July 29, 1980, subject to the provisions of section 11.16 of this By-law.”, and replaces it with “Neighbourhood Grocery Store.”.

11. In the RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule, Council strikes “Dwelling Units in conjunction with a neighbourhood grocery store, or with a Laundromat or Dry Cleaning Establishment existing as of September 26, 1989.”, and replaces it with “Dwelling Units in conjunction with a Neighbourhood Grocery Store.” and “● Dwelling Units in conjunction with a Laundromat or Dry Cleaning Establishment existing as of September 26, 1989.”

12. In the RM-7, RM-7N and RM-7AN, RM-8, RM-8A, RM-8N and RM-8AN, RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN, and RM-10 and RM-10N Districts Schedules, Council strikes “Dwelling Units, up to a maximum of two, in conjunction with a Neighbourhood Grocery Store existing as of July 29, 1980.”, and replaces it with “Dwelling Units in conjunction with a Neighbourhood Grocery Store”.

13. 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 the By-law.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Sign Fee By-law No. 11880  
regarding housekeeping amendments**

This amendment corrects an error in the Sign Fee By-law. This amendment was approved in 2020, but was inadvertently removed when a revised version of the Schedule to the by-law was enacted in November, 2020. Enactment of the attached By-law will correct the error.

Director of Legal Services  
February 9, 2021





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

Following the public hearing on April 4, 2019, Council gave conditional approval to the rezoning of the site at 6250-6410 Oak Street from RS-1 (One-Family Dwelling) District to RM-8AN (Multiple Dwelling) District to permit a townhouse development with a floor space ratio 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 resolutions.

Director of Legal Services  
February 9, 2021

6250-6410 Oak Street

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

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

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-751 (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-8AN 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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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



The properties outlined in black (  ) are rezoned:  
 From **RS-1** to **RM-8AN**

**Z-751 (d)**

RZ - 6250-6410 Oak Street

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2019-02-01

**EXPLANATION****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 July 9 and 11, 2019, Council gave conditional approval to the rezoning of the site at 930 West 49th Avenue and 6525 Fremlin Street from RS-1 (One-Family Dwelling) District to RM-8A (Multiple Dwelling) District to permit a townhouse development with a floor space ratio up to 1.2. The Director of Legal Services has advised that all prior conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
February 9, 2021

930 West 49th Avenue and 6525 Fremlin Street

**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-755 (e) 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    , 2021

\_\_\_\_\_  
Mayor

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



The properties outlined in black (  ) are rezoned:  
 From **RS-1** to **RM-8A**

**Z-755 (e)**

RZ - 930 West 49th Avenue & 6525 Fremlin Street

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2019-04-30

**EXPLANATION****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 June 11, 2019, Council gave conditional approval to the rezoning of the site at 404-434 West 23rd Avenue from RS-1 (One-Family Dwelling) District to RM-8A (Multiple Dwelling) District to permit a townhouse development with a floor space ratio 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 resolutions.

Director of Legal Services  
February 9, 2021

404-434 West 23rd 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-754 (c) 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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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



**Schedule A**



The properties outlined in black (  ) are rezoned:  
 From **RS-1** to **RM-8A**

**Z-754 (c)**

RZ - 404-434 West 23rd Avenue

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2019-05-13

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

Following the Public Hearing on May 14, 2019, Council gave conditional approval to the rezoning of the site at 4906-4970 Quebec 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 resolutions.

Director of Legal Services  
February 9, 2021

4906-4970 Quebec 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-752 (b) 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 (763).

**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 (763), 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 1,930 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 2.31.

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 sundecks 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 roof, must not exceed 20.31 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 of 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 (763).

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.

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




**Schedule A**



The properties outlined in black (  ) are rezoned:  
 From **RS-1** to **CD-1**

**Z-752 (b)**

RZ - 4906-4970 Quebec Street	map: 1 of 1	
<b>City of Vancouver</b>	scale: NTS	
date: 2019-04-15		

**EXPLANATION****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 October 1, 2019, Council gave conditional approval to the rezoning of the site at 168 West 44th Avenue from RS-1 (One-Family Dwelling) District to RM-8A (Multiple Dwelling) District to permit a townhouse development with a floor space ratio 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 resolutions.

Director of Legal Services  
February 9, 2021



168 West 44th 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-758 (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                    , 2021

\_\_\_\_\_  
Mayor

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

**Schedule A**



The property outlined in black (      ) is rezoned:  
 From **RS-1** to **RM-8A**

**Z-758 (d)**

RZ- 168 West 44th Avenue

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2019-07-08

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 2715 West 12<sup>th</sup> Avenue**

After the public hearing on April 2, 2019, Council approved in principle the land owner's application to rezone the above noted property from RS-7 (One-Family Dwelling) 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  
February 9, 2021

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

**A By-law to enact a Housing Agreement  
for 2715 West 12<sup>th</sup> 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:

NO PID                      LOT 1 BLOCK 81 DISTRICT LOT 540 GROUP 1  
NEW WESTMINSTER DISTRICT PLAN EPP94630

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                      , 2021

\_\_\_\_\_  
Mayor

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

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

PAGE 1 OF 19 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)

**Andrew Beechinor**

**Lawson Lundell LLP, Barristers and Solicitors**  
**Suite 1600, 925 West Georgia Street**  
**Vancouver BC V6C 3L2**

Tel: (604) 631-9248  
 File No. 032182-135855  
 Document No. 18689329

Deduct LTSA Fees? Yes 

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

**SEE SCHEDULE**

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):

**2715 WEST 12TH INVESTMENTS LTD. (INC. NO. BC1089526)**  
**VANCOUVER CITY SAVINGS CREDIT UNION (INC. NO. FI-97) (AS TO PRIORITY)**

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:

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)

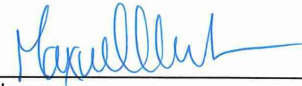
  
**ANDREW T. BEECHINOR**  
*Barrister & Solicitor*  
**1600 - 925 WEST GEORGIA ST.**  
**VANCOUVER, B.C. V6C 3L2**  
**(604) 685-3456**

Execution Date

Y	M	D
20	12	17

Transferor(s) Signature(s)

**2715 WEST 12TH INVESTMENTS LTD. by its authorized signatory:**

  
 Name: **Maxwell P. Carroll**

**OFFICER CERTIFICATION:**


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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

\_\_\_\_\_



Katie M. McGowan  
A Commissioner for Taking  
Affidavits for British Columbia  
Vancouver City Savings Credit Union  
6th Floor, 183 Terminal Avenue  
Vancouver, B.C. V6A 4G2  
Phone: 604-877-6565  
Expiry Date: June 30, 2022  
As to ALL signatures

\_\_\_\_\_

Execution Date

Y	M	D
20		
20	01	11

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its  
authorized signatory(ies):

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

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

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



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

**Colton Cooke**  
Loan Security Coordinator  
Community Business & Investment

\_\_\_\_\_  
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**

**SCHEDULE**

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

**NO PID NMBR LOT 1 BLOCK 81 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP94630**

STC? YES

[Related Plan Number]

**EPP94630**

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

STC? YES

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

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
<b>Covenant</b>		Entire Instrument

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
<b>Priority Agreement</b>		granting the above Covenant priority over Mortgage CA5620099 (as extended) and Assignment of Rents CA5620100 (as extended)

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
FOR-PROFIT AFFORDABLE RENTAL HOUSING  
2715 WEST 12TH INVESTMENTS LTD.

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 2715 WEST 12TH INVESTMENTS LTD., is called the “**Owner**”, as more particularly defined in Section 1.1(s); 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 to rezone the Lands (the “**Rezoning Application**”) from RS-7 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District to increase the permitted floor space ratio (FSR) from 0.70 to 1.42 and the building height from 10.7 m (35.1 ft.) to 12.2 m (40.0 ft.) to permit the development of two 3.5 storey residential stacked townhouse buildings with 14 for-profit affordable rental housing units and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the “**Rezoning By-law**”), the Owner make arrangements to the satisfaction of the General Manager of Community Services 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 pursuant to Section 3.1A of the DCL By-law for the longer of 60 years and the life of the New Building, and subject to other conditions set forth in the minutes of the public hearing; and
- D. The Owner is 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 Rezoning By-law and 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 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 Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) **“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;
- (i) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (j) **“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;
- (k) **“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;
- (l) **“General Manager of Arts, Culture and Community Services”** means the chief administrator from time to time of the City’s Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;
- (m) **“Housing Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (o) **“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;

- (p) “**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;
- (q) “**New Building**” means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and 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 Rezoning By-law and the Development Permit;
- (r) “**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 issued after the Effective Date;
- (s) “**Owner**” means the registered owner of the Lands as of the Effective Date, namely 2715 WEST 12<sup>TH</sup> INVESTMENTS LTD., and its successors in interest and permitted assigns;
- (t) “**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;
- (u) “**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, and subject to 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;
- (v) “**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;
- (w) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended from time to time;

- (x) “**Rezoning Application**” has the meaning ascribed to that term in Recital C;
- (y) “**Rezoning By-law**” has the meaning ascribed to that term in Recital C;
- (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; or
  - (ii) the date as of which the New Building 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.
- (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 in force on the Effective Date, 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) if the Owner carries out any development on the Lands after the Effective Date it will construct, fit and finish, at its sole cost and expense, and throughout the Term will maintain all Housing Units in the New Building as For-Profit Affordable Rental Housing Units, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, 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, for the remainder of the Term, 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) not less than 35% 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 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 9.6;

- (g) from the later of:
- (i) the date of consolidation of the Lands for the purposes of developing, inter alia, the New Building; and
  - (ii) the Effective Date,
- it will not, throughout the Term or the remainder thereof (as applicable), 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;
  - (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	2715 West 12th Avenue Proposed Average Starting Rents
Studio	\$1,768
1 - bedroom	\$2,056
2 - bedroom	\$2,703
3 - bedroom	\$3,559

- (n) 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
- (o) 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 building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration 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) except with respect to submitting a preliminary Development Permit application to the City in connection with the Lands, the Owner 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 Arts, Culture and Community Services 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 until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture and Community Services:
    - (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 Arts, Culture and Community Services. At the request of the General Manager of Arts, Culture and Community Services, 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
- provided such Losses are not the result of, or relate in any way to any willfully 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 ENFORCEMENT**

- 7.1 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.

#### **ARTICLE 8 NOTICES**

- 8.1 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 Arts, Culture and Community Services with a concurrent copy to the Director of Legal Services

- (ii) If to the Owner, addressed to:

**2715 West 12th Investments Ltd.**  
1280 - 333 Seymour Street  
Vancouver, British Columbia  
V6B 5A6

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 9 MISCELLANEOUS

- 9.1 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. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building in accordance with Section 9.6, the parties agree that the covenants and agreements herein shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 9.2 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 her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 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 in interest and assigns.
- 9.4 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*.
- 9.5 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.
- 9.6 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), 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 9.6 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 9.7 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.

- 9.8 **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.
- 9.9 **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.
- 9.10 **No Contravention of Tenancy Legislation.** The parties agree that nothing in this Agreement will require the Owner to act in contravention of the *Residential Tenancy Act* or any other applicable laws. To the extent that any obligation on the part of the Owner under this Agreement would so contravene the *Residential Tenancy Act* or any other applicable laws, this Agreement will be read as though such an obligation does not exist.

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

## SCHEDULE A

## RENT ROLL

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net Area - ft2)
1	3-bedroom	\$3,511	995.51
2	2-bedroom	\$3,236	945.56
3	3-bedroom	\$3,448	977.50
4	3-bedroom	\$3,429	972.18
5	3-bedroom	\$3,633	1,030.08
6	3-bedroom	\$3,681	1,043.57
7	3-bedroom	\$3,653	1,035.67
8	1-bedroom	\$1,852	458.78
9	1-bedroom	\$2,320	574.68
10	2-bedroom	\$2,616	764.48
11	2-bedroom	\$2,801	818.51
12	2-bedroom	\$2,990	873.83
13	1-bedroom	\$1,996	494.36
14	2-bedroom	\$1,872	547.12

{01169425v2}

November 19, 2020

32182.135855.ATB.18821659.1

Housing Agreement and Building Use Covenant  
2715 West 12<sup>th</sup> Avenue

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA5620099 (as extended from time to time) and the Assignment of Rents registered under number CA5620100 (as extended from time to time);
- (b) **"Existing Chargeholder"** means **VANCOUVER CITY SAVINGS CREDIT UNION**;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) 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 to which this Consent and Priority Instrument is attached.

**END OF DOCUMENT**

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 1002 Station Street and 250-310 Prior Street**

Following the Public Hearing on October 22, 2019 and Regular Council meeting on November 5, 2019, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021



1002 Station Street  
and 250-310 Prior Street

**BY-LAW NO.**

**A By-law to amend Sign By-law No.11879**

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

1. This By-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

1002 Station Street and 250-310 Prior Street	CD-1(761)	12883	I-2
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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    , 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 1002 Station Street and 250-310 Prior Street**

Following the Public Hearing on October 22, 2019 and Regular Council meeting on November 5, 2019, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

1002 Station Street and  
 250-310 Prior Street

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

**A By-law to amend  
 Noise Control By-law No. 6555**

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

1. This By-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule B (Intermediate Zone) by adding the following:

“

761	12883	1002 Station Street and 250-310 Prior Street
-----	-------	--

”

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 \_\_\_\_\_, 2021

\_\_\_\_\_  
 Mayor

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

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 3600 East Hastings Street**

Following the Public Hearing on January 21 and 28, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

3600 East Hastings Street

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

**A By-law to amend Sign By-law No.11879**

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning Districts Regulated by Part 9) by adding the following:

“

3600 East Hastings Street	CD-1(759)	12870	C-2C
---------------------------	-----------	-------	------

”.

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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend the Noise Control By-law Re: 3600 East Hastings Street**

After the Public Hearing on January 21 and 28, 2020, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

3600 East Hastings Street

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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. This By-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule B (Intermediate Zone) by adding the following:

“

759	12870	3600 East Hastings Street
-----	-------	---------------------------

”

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   , 2021

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 2601-2619 East Hastings Street**

Following the Public Hearing on November 5, 2019, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021



2601-2619 East Hastings Street

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

**A By-law to amend Sign By-law No.11879**

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

1. This By-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

2601-2619 East Hastings Street	CD-1(760)	12871	C-2C
--------------------------------	-----------	-------	------

”.

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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend the Noise Control By-law Re: 2601-2619 East Hastings Street**

After the Public Hearing on November 5, 2019, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021



## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 750 East Broadway**

On June 1, 2020, 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, Urban Design 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  
February 9, 2021

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

**A By-law to enact a Housing Agreement  
for 750 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:

PID: 015-251-675 Lot 8 of Lot A Block 157 District Lot 264 Plans 486 and 1771

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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

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

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)

Roberta Cooper, McCarthy Tétrault LLP  
2400 - 745 Thurlow Street

Phone: (604) 643-7957 Client 010452  
File: 209237/526946  
Doc: 21159132  
File No.: LS-20-00967-004 (Housing Agt.)

Vancouver BC V6E 0C5

Deduct LTSA Fees? Yes

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

**015-251-675 LOT 8 OF LOT A BLOCK 157 DISTRICT LOT 264A PLANS 486 AND 1771**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Covenant**

**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):

**STINSON BLOCK RESIDENCES LTD., INC. NO. BC1254474**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE  
VANCOUVER

BRITISH COLUMBIA  
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

**PATRICK BEECHINOR**  
Barrister & Solicitor  
McCarthy Tétrault LLP  
SUITE 2400 - 745 THURLOW STREET  
VANCOUVER, B.C. V6E 0C5  
DIRECT 604-643-7146

Execution Date		
Y	M	D
21	01	22

Transferor(s) Signature(s)

**STINSON BLOCK RESIDENCES LTD. by its authorized signatory (ies):**

Print Name: **JAMES EVANS**

Print Name: **Trevor Bell**

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Execution Date**

Y	M	D
21		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 MARKET RENTAL HOUSING  
750 EAST BROADWAY**

WHEREAS:

- A. Capitalized terms used in this Agreement will have the respective meanings ascribed to them in Section 1.1, unless otherwise defined herein or the context otherwise requires;
- B. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, **STINSON BLOCK RESIDENCES LTD.**, as more particularly defined in Section 1.1, is called the “**Owner**”; and
  - (ii) the Transferee, **CITY OF VANCOUVER**, is called the “**City**” or the “**City of Vancouver**” when referring to the corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to the geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to redevelop the Lands pursuant to Development Application DP-2020-00252 (the “**Development Application**”) to allow for the restoration and retention of the front façade of the existing mixed use registered heritage “C” building and the addition a four story mixed use building containing retail use at the 1st floor and a total of eighteen (18) rental dwelling units on the 2nd, 3rd and 4th floors, with surface parking at grade having vehicular access from the lane, and which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfillment of the condition that, prior to issuance of the Development Permit:

*“2.9 Arrangements to be made, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, and the Director of Legal Services, to enter into a Housing Agreement and Section 219 Covenant securing all residential units as rental housing units for the longer of 60 years or life of the building, subject to the following additional conditions:*

- i. a no separate-sales covenant;*
- ii. a non-stratification covenant;*
- iii. none of such units will be rented for less than one month at a time; and*
- iv. such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability, and the Director of Legal Services may in their sole discretion require.*

*(Note to Applicant: This condition will be secured by a Housing Agreement and a Section 219 Covenant to be entered into by the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter.*



*Please provide the name and contact information of your legal counsel to initiate the necessary legal agreements.)”*

the (“**Market Rental Housing Condition**”); and

E. The Owner and the City are entering into this Agreement to satisfy the foregoing 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 Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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;
- (b) “**Building**” means any new building or structure 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;
- (c) “**Building Permit**” means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) “**City**” and “**City of Vancouver**” have the meaning ascribed to those terms in Recital B(ii);
- (e) “**City Manager**” means the chief administrator from time to time of the City and his successors in function and their respective nominees;
- (f) “**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;
- (g) “**Commencement Date**” means the date as of which this Agreement has been executed by all parties to it;
- (h) “**Development Application**” has the meaning ascribed to that term in Recital D;
- (i) “**Development Permit**” means a development permit issued by the City at any time following date this Agreement is fully executed by the parties, authorizing

the development on the Lands or any portion of the Lands as contemplated by the Development Application;

- (j) **“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;
- (k) **“General Manager of Planning, Urban Design 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;
- (l) **“Housing Unit”** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (n) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (o) **“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;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital D;
- (q) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of the Building or any other development or partial development on the Lands contemplated by the Development Permit;
- (r) **“Owner”** means the registered owner of the Lands as of the Commencement Date, namely Stinson Block Residences Ltd., and all of his permitted assigns, successors and successors in title to the Lands or any part thereof;
- (s) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
    - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and

- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **“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 arms’ length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **“Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b), and **“Rental Housing Unit”** means any one of such Units;
- (v) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in section 2.1(j) and **“Replacement Rental Housing Units”** means all of such units;
- (w) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (x) **“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 Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building;
- (y) **“Vancouver”** has the meaning ascribed to that term in Recital B(ii); and
- (z) **“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 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, SALE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if and when it carries out the development on the Lands after the Commencement Date as contemplated in the Development Permit, it will construct, fit and finish, at its sole cost and expense, all residential units on the Lands in accordance with the Market Rental Housing Condition, this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies (the “**Rental Housing Units**”), all to the satisfaction of the City;
- (c) throughout the Term, not less than all of the Rental Housing Units will be used only for the purpose of providing Rental Housing;
- (d) 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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;

- (e) 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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement For Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same owner, and subject further to Section 7.9;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the 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;
- (g) throughout the Term, any sale of a Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in contravention of Section 2.1(f), 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;
- (h) throughout the Term, it will insure, or cause to be insured, the 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;
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units (or Replacement Rental Housing Unit, as applicable) or any part of any thereof are/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; and
- (j) if the Building is destroyed or demolished before the end of the 60<sup>th</sup> anniversary of the date when the final Occupancy Permit is issued for the Building, 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 Rental Housing Units as the Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City.

### 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 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 Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof that the insurance, consistent with the requirements of Section 2.1(h), is in force and effect; and
  - (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of Article 5, 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 Building until there is compliance with the provisions of this Article 3.

**ARTICLE 4  
ENFORCEMENT**

- 4.1 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 5  
RELEASE AND INDEMNITY**

- 5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from 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 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 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

## 5.2 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 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(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 5.2(b); and

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(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.

- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 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 6 NOTICES

- 6.1 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, 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:

**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

- (ii) if to the Owner, to its address as shown on title to the Lands in the Land Title Office records,

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 7  
MISCELLANEOUS**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Priority of Registration. 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/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 7.9 Sale or Transfer of Lands or Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(e) and 2.1(f), 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 7.9 will apply equally to all subsequent purchasers/ transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 7.10 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.

IN WITNESS WHEREOF the parties have executed this Agreement on the Land Title Act Forms which are a part hereof.

**END OF DOCUMENT**

**EXPLANATION****A By-law to amend the Ticket Offences By-law No. 9360  
regarding certain Street Vending By-law offences**

On November 24, 2020, Council resolved to amend the Ticket Offences By-law to add certain provisions of the Street Vending By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
February 9, 2021

**BY-LAW NO.**

**A By-law to amend the Ticket Offences By-law No. 9360  
regarding certain Street Vending By-law offences**

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

1. This By-law amends the indicated provisions and schedules of Ticket Offences By-law No. 9360.
2. In section 2.6, Council adds the words “Street Vending By-law,” after the words “Mountain View Cemetery By-law,”.
3. Council inserts a new Table 13 as follows:

**“Table 13  
Street Vending By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer or Chief License Inspector or Police Officer	Place or display any merchandise or thing	Section 3.1(a)	\$1,000.00
	Offer or expose for sale, or sell, any merchandise or thing	Section 3.1(b)	\$1,000.00
	Offer or expose for sale, or sell, any food or beverage	Section 3.1(c)	\$1,000.00
	Display or offer for sale any merchandise, produce, plants, cut flowers or herbs	Section 3.1(d)	\$1,000.00
	Construct or place a patio	Section 3.1(e)	\$1,000.00
	Operate a vending unit or mobile special event unit	Section 3.1(f)	\$1,000.00
	Operate a famers’ market or special event market	Section 3.1(g)	\$1,000.00
	Place or display any merchandise or thing	Section 3.2(a)	\$1,000.00
	Offer or expose for sale, or sell, any merchandise or thing	Section 3.2(b)	\$1,000.00
	Offer or expose for sale, or sell, any food or beverage	Section 3.2(c)	\$1,000.00

	Display and offer for sale, any merchandise, produce, plants, cut flowers or herbs	Section 3.2(d)	\$1,000.00
	Construct or place a patio	Section 3.2(e)	\$1,000.00
	Operate a vending unit or mobile special event unit	Section 3.2(f)	\$1,000.00
	Operate a famers' market or special event market	Section 3.2(g)	\$1,000.00
	Comply with all conditions on the permit	Section 3.9(a)	\$750.00
	Display the permit at all times	Section 3.9(b)	\$750.00
	Ensure that the permit holder, or an employee, remains at the structure, vending unit, mobile special event unit, famers' market or special event market, during the hours listed on the permit	Section 3.9(c)	\$750.00
	Keep the structure, vending unit, mobile special event unit, patio, display unit, farmers' market or special event market safe and in good repair at all times	Section 3.9(d)	\$750.00
	Comply with any safety or sanitary requirements of federal, provincial or municipal authorities	Section 3.9(e)	\$750.00
	Produce the permit for inspection when requested to do so by the General Manager, Engineering Services, his authorized representative, or a police officer	Section 3.9(f)	\$750.00

”

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.

