

EXPLANATION**2022 Taxation Exemption By-law
Re: Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services “to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year”. Notice of this proposed exemption By-law has been published in accordance with the requirements of the Vancouver Charter and enactment of this By-law will accomplish Council’s instructions.

Director of Legal Services
October 19, 2021

BY-LAW NO. _____

**A By-law to exempt from taxation certain lands
and improvements pursuant to
section 396 of the Vancouver Charter**

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

1. Pursuant to sections 396(1)(g) and 396F of the *Vancouver Charter*, Council exempts from real property taxation for the year 2022 the following lands and improvements:

2022 EXEMPT SENIORS HOUSING

<u>Name and Address No.</u>	<u>Assessment Roll No</u>	<u>Legal Description</u>	<u>Parcel Identifier Numbers</u>
Baptist Foundation of BC 125-6165 17A Hwy Delta V4K 5B8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
Baptist Foundation of BC 125-6165 17A Hwy Delta V4K 5B8	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
Baptist Housing Society of BC 125-6165 17A Hwy Delta V4K 5B8	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322	009-116-796
Beulah Garden Homes Society 3350 5th Ave E Vancouver V5M 1P4	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618	026-666-511
Beulah Garden Homes Society 3355 5th Ave E Vancouver V5M 0A1	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618	026-666-502
Beulah Garden Homes Society 3350 5th Ave E Vancouver V5M 1P4	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618	026-666-499
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan VAP 92	015-757-366

Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	002-638-077-07-0000	Lot D, Block 221, District Lot 526, Plan 13958	007-987-072
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	013-645-194-47-0000	Lot C, Block 28, District Lot 200A, Plan VAP 197(Explanatory Plan 9473)	012-145-564
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan VAP1058	015-014-878 015-014-860
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-885
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	014-670-230-85-0000	Lot A, Block 160, District Lot 264A, Plan EPP 109796	031-403-166
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
Brightside Community Homes Foundation 300 – 905 Pender St W Vancouver V6C 1L6	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
Broadway Pentecostal Benevolent Association of British Columbia 2700 Broadway E Vancouver V5M 1Y8	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565

Calling Ministries 109-4425 Trafalgar St Vancouver V6L 2M7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan VAP5702	011-090-235
Chau Luen Kon Sol Society of Vancouver 102-325 Keefer St Vancouver V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan VAP 13208	008-706-221
Christ Church of China 300 Pender St E Vancouver V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District lot 196, Plan VAP 13208	008-706-212
Columbus Charities Association Attn: Mike Garisto 231 – 5589 Byrne Rd Burnaby V5J 3J1	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan VAP13188	008-721-670
Finnish Canadian Rest Home Association 2288 Harrison Dr Vancouver V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association 2288 Harrison Dr Vancouver V5P 2P6	025-828-258-02-0000	Lot 1 Block 24 Plan EPP96810 District Lot Fraserview	031-159-923
King Edward Court Society 2751 King Edward Ave W Vancouver V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan VAP16624	007-396-953
Kiwanis Vancouver Senior Citizens Housing Society 1125 Howe St Flr 12 Vancouver V6Z 2K8	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136	008-724-482
Kiwanis Vancouver Senior Citizens Housing Society 1125 Howe St Flr 12 Vancouver V6Z 2K8	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, Fraserview, Plan VAP 11199	009-127-691

M. Kopernik (Nicolaus Copernicus) Foundation 3150 Rosemont Dr Vancouver V5S 2C9	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan VAP 14240 (which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive)	007-881-002
Mennonite Senior Citizens Society of British Columbia 1750 41st Ave E Vancouver V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan VAP 14859	007-719-230
New Chelsea Society 205-4300 North Fraser Way Burnaby V5J 0B3	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan VAP 8570, except for that portion currently leased to Telus for their cell towers	010-017-712
New Chelsea Society 205-4300 North Fraser Way Burnaby V5J 0B3	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan VAP 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Parish of St. Paul Vancouver c/o Terra Property Mgmt. 2750 Rupert ST Vancouver V5M 3T7	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District Lot 185, Plan VAP 92	015-741-010 015-741-001
Roman Catholic Archbishop of Vancouver John Paul II Pastoral Centre 4885 Saint John Paul II Way Vancouver V5Z 0G3	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan VAP196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653
Society for Christian Care of the Elderly Attn: Terence Holmberg 216 – 1628 1st Ave W Vancouver V6J 1G1	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426
Soroptimist Club of Vancouver BC 546 13th Ave W Vancouver BC V5Z 1N7	007-683-165-54-0000	Lot A of Lot 5,6 & 7, Block 440, District Lot 526 Plan VAP 5484	011-143-142 011-143-151 011-143-185

EXPLANATION**A By-law to amend License By-law No. 4450
regarding 2022 fee increases**

Following the Special Council meeting on October 5, 6 and 7, 2021, Council resolved to amend the License By-law to increase business license fees for 2022 and housekeeping amendments. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
October 19, 2021

BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
Regarding 2022 Fee Increases and Housekeeping Amendments**

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

1. This By-law amends the indicated schedules of the License By-law.
2. In section 2, in the following definitions, Council strikes out “seating capacity” and substitutes “person capacity”:
 - (a) Extended Hours Liquor Establishment – Class 1;
 - (b) Extended Hours Liquor Establishment – Class 2;
 - (c) Extended Hours Liquor Establishment – Class 3;
 - (d) Extended Hours Liquor Establishment – Class 4;
 - (e) Extended Hours Liquor Establishment – Class 5;
 - (f) Extended Hours Liquor Establishment – Class 6;
 - (g) Standard Hours Liquor Establishment – Class 1;
 - (h) Standard Hours Liquor Establishment – Class 2;
 - (i) Standard Hours Liquor Establishment – Class 3;
 - (j) Standard Hours Liquor Establishment – Class 4;
 - (k) Standard Hours Liquor Establishment – Class 5; and
 - (l) Standard Hours Liquor Establishment – Class 6.
3. In section 4(14), Council:
 - (a) strikes out “Despite the maximum seating capacity” and substitutes “Despite the maximum person capacity”; and
 - (b) strikes out “increase in the seating capacity” and substitutes “increase in the person capacity”.
4. In section 9A.2(4), Council strikes out “Part 1 of Schedule B” and substitutes “Part 2 of Schedule B”.
5. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule A.
6. Council:
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this By-law, which new Schedule B is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule B.
7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

SCHEDULE A

Year 2022 Business License Fees

BUSINESS LICENSE FEES

	<u>Licence Term</u>	<u>Licence Fee</u>
Adult Entertainment Store	Per annum	\$404.00
Amusement Park	Per annum	\$5,972.00
Animal/Veterinary Hospital	Per annum	\$300.00
Antique Dealer	Per annum	\$163.00
Apartment Building	Per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)	\$80.00
Arcade, Exhibit or Shooting Gallery	Per annum	\$404.00
Artist Live/Work Studio	Per annum	\$163.00
Arts and Culture Indoor Event		
(a) 31 to 60 persons	Per event or series of up to 3 events in a 30-day period	\$29.00
(b) 61 to 150 persons	Per event or series of up to 3 events in a 30-day period	\$117.00

	<u>Licence Term</u>	<u>Licence Fee</u>
(c) 151 to 250 persons	Per event or series of up to 3 events in a 30-day period	\$174.00
Auto Dealer	Per annum	\$196.00
Auto Paint/Body Shop	Per annum	\$163.00
Auto Parking	Per annum	\$163.00
Auto Washing	Per annum	\$163.00
Backyard Pay Parking	Per annum for the first 2 spaces, and: For each additional space	\$150.00 \$65.00
Bank Machine	Per annum	\$65.00
Barber Shop or Beauty Salon	Per annum	\$297.00
Beauty and Wellness Centre	Per annum	\$382.00
Bed and Breakfast Accommodation	Per annum	\$55.00
Billiard-Room Keeper	Per annum	\$326.00
Body-Rub Parlour, Body-Painting Studio & Model Studio	Per annum	\$12,350.00
Book Agent	Per annum	\$196.00
Bottle Depot	Per annum	\$196.00
Bowling Alley	Per annum	\$300.00
C.N.I.B. Concession Stand	Per annum	\$1.00
Canvasser	Per annum	\$163.00
Carpet/Upholstery Cleaner	Per annum	\$196.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Casino- Class 1	Per annum	\$315.00
Casino - Class 2	Per annum	\$14,137.00
Caterer	Per annum	\$432.00
Chimney Sweep	Per annum	\$196.00
Club	Per annum	\$11.00
Club Manager	Per annum	\$163.00
Coin-Operated Services	Per annum	\$432.00
Community Association	Per annum	\$2.00
Compassion Club	Per annum	\$1,189.00
Contractor	Per annum	\$196.00
Courier/Messenger	Per annum	\$163.00
Dairy Delivery Services	Per annum	\$432.00
Dance Hall	Per annum	\$326.00
Dancing Academy	Per annum	\$196.00
Dating Service	Per annum	\$196.00
Donation Bin	Per annum	\$163.00
Dry Cleaner	Per annum	\$163.00
Duplex	Per annum for each dwelling unit (EXCEPT that no licence is required for a dwelling unit that is actually occupied by the owner of the premises)	\$78.00

	<u>Licence Term</u>	<u>Licence Fee</u>	
Dwelling Unit that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A	Per annum	\$78.00	
Electrician	Per annum	\$163.00	
Exhibition			
(a) Circus or Rodeo EXCEPT that where the Circus or Rodeo is to be held entirely within a permanent building, the fee shall be	Per day	\$184.00	
	Per week	\$371.00	
	Per annum	\$3,479.00	
(b) Horse Racing	Per annum	\$14,137.00	
(c) Automobile or Motorcycle Racing	Per day	\$184.00	
	Per week	\$371.00	
	Per annum	\$1,415.00	
(d) Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, where the capacity of the facility:	(A) does not exceed 500 seats	Per day	\$163.00
		Per week	\$318.00
		Per annum	\$3,479.00
	(B) is greater than 500 seats but does not exceed 1000 seats	Per day	\$184.00
		Per week	\$371.00
		Per annum	\$3,260.00
	(C) is greater than 1000 seats but does not exceed 2000 seats	Per day	\$217.00
		Per week	\$432.00
		Per annum	\$4,347.00
	(D) exceeds 2000 seats	Per day	\$250.00
		Per week	\$491.00
		Per annum	\$5,006.00

EXCEPT that where no part of the proceeds from any event listed in (c) or (d) enures to the benefit or private gain of any person or

	<u>Licence Term</u>	<u>Licence Fee</u>
proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be:	Per day	\$45.00
	Per week	\$55.00
	Per annum	\$2,175.00
(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	Per day	\$185.00
	Per week	\$371.00
	Per annum	\$3,260.00
Extended Hours Liquor Establishment	Per annum per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the number of persons, the:	\$18.30
	Minimum fee will be:	\$163.00
	and the	
	Maximum fee will be	\$24,701.00
Family Sports and Entertainment Centre	Per annum	\$387.00
Farmers' Market	Per annum	\$11.00
Financial Institution	Per annum	\$1,654.00
Fitness Centre – Class 1	Per annum	\$163.00
Fitness Centre – Class 2	Per annum	\$300.00
Fund Raiser	Per annum	\$196.00
Gasoline Station	Per annum	\$243.00
Hair Stylist	Per annum per chair	\$163.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Hairdresser	Per annum per chair	\$163.00
Health Care Office	Per annum	\$163.00
Health Enhancement Centre	Per annum	\$301.00
Homecraft	Per annum	\$82.00
Hotel	Per annum, plus	\$82.00
	Per annum per dwelling unit	\$78.00
	Per annum per housekeeping unit	\$57.00
	Per annum per sleeping unit	\$38.00
Inter-municipal Business Licence	Per annum	\$250.00
Inter-municipal TNS Business Licence	Per annum, plus	\$155.00
	For each vehicle except for accessible passenger directed vehicles and zero emission vehicles, plus	\$150.00
	For each zero emission vehicle	\$30.00
Janitor Service	Per annum	\$196.00
Junk Dealer, Mobile	Per annum	\$163.00
Kennel	Per annum	\$163.00
Late Night Dance Event		
(a) with patron capacity of less than 350	Per event	\$354.00
(b) with patron capacity of 350 or more but less than 750	Per event	\$621.00
(c) with patron capacity of 750 or more but	Per event	\$1,063.00

	<u>Licence Term</u>	<u>Licence Fee</u>
less than 2000		
(d) with patron capacity of 2000 or more	Per event	\$1,415.00
Laundry (with equipment)	Per annum	\$300.00
Limited Service Food Establishment	Per annum	\$586.00
Liquor Delivery Service	Per annum	\$196.00
Liquor Retail Store	Per annum	\$450.00
Livery and Feed Stables	Per annum	\$300.00
Locksmith	Per annum	\$196.00
Manufacturer	Per annum	\$163.00
Manufacturer – Food	Per annum	\$847.00
Marina Operator	Per annum, plus	\$324.00
	For each occupied live-aboard boat 21 feet or less in length, at water line, plus	\$1,521.00
	For each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus	\$1,841.00
	For each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus	\$2,074.00
	For each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus	\$2,364.00

	<u>Licence Term</u>	<u>Licence Fee</u>
	For each occupied live-aboard boat which is more than 37 feet in length at water line.	\$2,608.00
Milk Vendor	Per annum	\$300.00
Moving Transfer Service	Per annum	\$163.00
Multiple Conversion Dwelling	Per annum per dwelling unit	\$78.00
	Per annum per housekeeping unit	\$57.00
	Per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or housekeeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)	\$38.00
Newspaper Vending Machine	Per annum per machine	\$43.00
Non-Profit Housing	Per annum	\$163.00
One-Family Dwelling which is leased to and occupied by persons other than the building's owner	Per annum	\$78.00
Pacific National Exhibition – Annual Fair	Per annum	\$19,799.00
Painter	Per annum	\$163.00
Passenger Directed Vehicle Services excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	Per annum, plus	\$163.00

	<u>Licence Term</u>	<u>Licence Fee</u>
	For each vehicle except for accessible passenger directed vehicles and zero-emission vehicles	\$105.00
Pawnbroker	Per annum	\$2,512.00
Peddler	Per annum	\$163.00
Peddler- Food	Per annum	\$300.00
Personal Care Home	Per annum per licenced bed	\$38.00
Pet Store	Per annum	\$300.00
Plumber	Per annum	\$163.00
Property Manager	Per annum	\$163.00
Psychic or Astrological Service	Per annum	\$163.00
Public Bike Share	Per annum	\$2,573.00
Public Market Operator	Per annum	\$1,673.00
Public Market Operator who operates on a temporary basis only	Per day	\$589.00
Rental Dealer	Per annum	\$163.00
Residential Rental Unit	Per annum	\$78.00
Restaurant - Class 1	Per annum	\$847.00
Restaurant – Class 1 with Liquor Service	Per annum, plus	\$847.00
	Per annum per person, based on the person capacity set out on the	\$10.90

	<u>Licence Term</u>	<u>Licence Fee</u>
	Provincial liquor licence for the restaurant	
Restaurant - Class 2	Per annum	\$847.00
Restaurant – Class 2 with Liquor Service	Per annum, plus	\$847.00
	Per annum per person, based on the person capacity set out on the Provincial liquor licence for the restaurant	\$10.90
Retail Dealer	Per annum	\$163.00
Retail Dealer – Food	Per annum	\$300.00
Retail Dealer – Grocery	Per annum	\$965.00
Retail Dealer – Market: 50,000 sq. ft. premises	Per annum	\$4,825.00
Retail Dealer – Cannabis	Per annum	\$13,500.00
Rooming House	Per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)	\$38.00
Scavenger	Per annum	\$326.00
Schools – Business or Trade	Per annum	\$300.00
Schools – Private	Per annum	\$300.00
Scrap Metal Recycler	Per annum	\$163.00
Secondhand Dealer - Class 1	Per annum	\$2,512.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Secondhand Dealer - Class 2	Per annum	\$1,379.00
Secondhand Dealer - Class 3	Per annum	\$952.00
Secondhand Dealer - Class 4	Per annum	\$360.00
Secondhand Dealer - Class 5	Per annum	\$360.00
Secondhand Dealer - Class 6	Per annum	\$592.00
Short Term Rental Operator	Per annum	\$104.00
Social Escort	Per annum	\$196.00
Social Escort Service	Per annum	\$1,460.00
Soliciting for Charity	Per annum	\$11.00
Specialty Wine Store	Per annum	\$300.00
Standard Hours Liquor Establishment – Class 1; Standard Hours Liquor Establishment – Class 2; Standard Hours Liquor Establishment – Class 3; Standard Hours Liquor Establishment – Class 4; and Standard Hours Liquor Establishment – Class 5; Standard Hours Liquor Establishment – Class 6;	Per annum per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the person capacity, the: Minimum fee will be: and the Maximum fee will be:	\$6.70 \$163.00 \$3,380.00
Standard Hours Liquor Establishment – Class 7; and Standard Hours Liquor Establishment – Class 8	Per annum per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the person capacity, the: Minimum fee will be: and the Maximum fee will be:	\$6.70 \$163.00 \$575.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Steam Bath/Massage Parlour	Per annum	\$326.00
Street Vendor	Per annum	\$163.00
Swimming Pool located in a hotel, apartment building, club, health spa or other business required to be licenced under this By-law	Per annum	\$869.00
Talent/Model Agency	Per annum	\$195.00
Tanning/Skin Care Salon	Per annum	\$300.00
Tattoo Parlour	Per annum	\$300.00
Taxicab Premises	Per annum	\$163.00
Theatre	Per annum	\$300.00
Trailer Court	Per annum per space	\$274.00
Transient Peddler or Transient Trader	Per week, or	\$804.00
	Per annum	\$3,913.00
Undertaker	Per annum	\$300.00
Urban Farm – Class A	Per annum	\$11.00
Urban Farm – Class B	Per annum	\$163.00
Vending Machine	Per annum per machine	\$20.00
Venue	Per annum per person, based on the person capacity set out on the Provincial liquor licence for the venue, except that despite the person capacity, the:	\$6.70
	Minimum fee will be:	\$78.00

	<u>Licence Term</u>	<u>Licence Fee</u>
	and the Maximum fee will be:	\$522.00
Warehouse Operator	Per annum	\$163.00
Warehouse Operator – Food	Per annum	\$432.00
Wedding Chapel	Per annum	\$424.00
Wholesale Dealer	Per annum	\$163.00
Wholesale Dealer – Food	Per annum	\$432.00
Window Cleaner	Per annum	\$163.00
Any Business, Trade, Profession or other occupation not specified herein	Per annum	\$163.00
Transfer of a Licence		\$163.00
Non-Refundable Portion of Fee	Per licence where the applicable fee is greater than \$98.00	\$98.00
Late Payment Fee		\$40.00 or 10% of the original license fee, whichever is greater

SCHEDULE B

MISCELLANEOUS SERVICE FEES

PART 1

Application fees for comments on a new liquor licence or a permanent amendment to a liquor licence:

Base fee	\$1,041.00
Incremental Fees:	
<input type="checkbox"/> Neighbourhood notification	\$1,251.00
<input type="checkbox"/> Staff-held neighbourhood public meeting	\$2,153.00
<input type="checkbox"/> Telephone survey	\$1,178.00

PART 2

Application fees for comments on a temporary amendment to a liquor licence:

Application fee for comments on a temporary amendment to liquor licence requesting later closing hours of operation	Per night per seat except that, despite the number of seats or the number of nights, the	\$0.50
	Minimum fee will be: and the	\$104.00
	Maximum fee will be:	\$695.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license, other than a food primary license, requesting earlier opening hours of operation		\$104.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license requesting any other change to a liquor license, excluding applications to temporarily expand an applicant's service area until October 31, 2021		\$104.00
Fee for assessing and providing comments on an application for a permanent or temporary amendment to a food primary license requesting liquor service hours past midnight, or a temporary amendment to a food primary license requesting		\$104.00

patron participation entertainment

Fee for assessing and providing comments on an application to issue or amend a cannabis licence \$2,500.00

PART 3

Miscellaneous Fees and Charges

Application fee (s. 6.3) \$63.00

Request for copy of licence (s. 7.1) \$5.00

Request for change of business name or business trade name (s. 7.2) \$11.00

Request for change of business address under licence (s. 7.3) \$26.00

Request for change in business licence category (s. 7.4) \$11.00

Temporary licence fee for standard hours liquor establishment (s. 19.2A) \$104.00

EXPLANATION

3

A By-law to amend Vehicles for Hire By-law No. 6066 Regarding 2022 Fees

Following the Special Council meeting on October 5, 6 and 7, 2021, Council resolved to amend the Vehicles for Hire By-law regarding fee increases for 2022. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
October 19, 2021

BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
Regarding 2022 Fee Increases**

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

1. This By-law amends the indicated schedules of the Vehicles for Hire By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes Schedule A attached to this By-law; and
 - (b) approves the fees set out in the new 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 January 1, 2022.

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

SCHEDULE A

Year 2022 Vehicles for Hire License Fees

A classification of carriers and respective license fees payable by such person.

The following license fees are payable by every person owning or operating any of the following vehicles for hire in the City of Vancouver:

Airport Shuttle Bus	Per annum for each vehicle	\$97.00
Airport Transporter	Per annum for each vehicle	\$202.00
Charter Bus	Per annum for each vehicle	\$202.00
Charter Van	Per annum for each vehicle	\$202.00
Courier Bicycle	Per annum for each vehicle	\$22.00
Driver Instruction Vehicle	Per annum for each vehicle	\$202.00
Horse-Drawn Carriage	Per annum for each vehicle	\$664.00
Motor Stage	Per annum for each vehicle	\$202.00
Pedicab	Per annum for each vehicle	\$202.00
For each person operating a leased vehicle on a daily fee basis	Per annum	\$14.00
School Cab	Per annum for each vehicle	\$202.00
School Shuttle Van	Per annum for each vehicle	\$202.00
Tow Truck	Per annum for each vehicle	\$202.00
U-Drive	Per annum for each vehicle with 4 or more wheels	\$56.00
	Per annum for each vehicle with less than 4 wheels	\$15.00

Unless otherwise provided herein, the licence fee to operate a vehicle licenced for one purpose shall be \$91 for each additional purpose authorized by this By-law. \$91.00

Administrative costs

Transfer of Licence - s. 9(4)	\$163.00
Replacement Plate - s. 10(4)	\$40.00
Bicycle Courier Testing - s. 11(1)	\$45.00

Pro-rated license fees

If a person commences owning or operating a vehicle for hire after January 1 in any calendar year, the license fee is to be pro-rated by dividing the applicable annual license fee by 12 and multiplying the resulting number by the number of whole or partial months remaining in that calendar year except that:

- (a) annual licence fees that are less than \$84 will not be pro-rated; and
- (b) the minimum licence fee for any vehicle for hire shall be the lesser of \$84 or the full amount of the annual licence for that vehicle for hire.

EXPLANATION**A By-law to amend Animal Control By-law No. 9150
Regarding 2022 Fee Increases**

Following the Special Council meeting on October 5, 6 and 7, 2021, Council resolved to amend the Animal Control By-law regarding fee increases for 2022. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
October 19, 2021

BY-LAW NO. _____

**A By-law to amend Animal Control By-law No. 9150
Regarding 2022 Fee Increases**

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

1. This By-law amends the indicated schedules of the Animal Control By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the Animal Control By-law; and
 - (b) approves the fees set out in the new 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 January 1, 2022.

ENACTED by Council this day of , 2021

Mayor

City Clerk

SCHEDULE A

Year 2022 Animal Control Fees and Charges

Part 1 - License Fees

Dog (per annum)	\$47.00
Replacement dog tag	\$6.00

Part 2 – Impound Fees

Licensed dog	\$100.00
Unlicensed dog	\$195.00
Licensed aggressive dog	\$361.00
Unlicensed aggressive dog	\$460.00
Fowl, other bird, rabbit, or rodent	\$17.00
Reptile or other animal	\$99.00

Part 3 – Maintenance Charges (per day)

Dog	\$26.00 per day
Aggressive dog	\$34.00 per day
Fowl, other bird, rabbit or rodent	\$5.00 per day
Reptile or other animal	\$35.00 per day
Exotic Bird (Amazon Parrots, African Grey, Cockatoos, Conures, Lorikeets and Macaws)	\$17.00 per day

Part 4 – Adoption Fees

Dog Up to 7 years of age	\$316.00
Dog >7 years old / with ongoing Medical Conditions	\$97.00
Ferret	\$64.00
Rabbit, chinchilla and hedgehog	\$35.00
Guinea pig	\$17.00
Parakeet and Lovebird	\$17.00
Budgie and Finch	\$11.00
Chicken, rooster, duck, pigeon and dove	\$6.00
Mouse, rat, hamster, gerbil and degu	\$6.00

Part 5 – Miscellaneous

Microchipping	\$17.00
---------------	---------

EXPLANATION**Heritage Designation By-law
Re: 837 Beatty Street**

At a public hearing on September 21, 2021, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 837 Beatty Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 19, 2021

EXPLANATION**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12729
Re: 1805 Larch Street**

This amendment to the Housing Agreement for 1805 Larch Street, which was authorized by By-law No. 12729 on July 7, 2020 and was required as a condition of a rezoning enactment with respect to the lands, modifies such Housing Agreement by replacing the rent roll attached to the Housing Agreement with a new rent roll to update the unit numbers assigned to the units included in the rent roll.

The change to the Housing Agreement that necessitated this by-law amendment has been consented to by the owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services
October 19, 2021

1805 Larch Street

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12729**

PREAMBLE

WHEREAS

Council has authority under the *Vancouver Charter* to amend an existing Housing Agreement with the consent of the owner of property.

AND WHEREAS

Pursuant to By-law No. 12729 enacted July 7, 2020, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 1805 Larch Street (the "**Housing Agreement**").

AND WHEREAS

The City and the owner now wish to amend the Housing Agreement and all proposed amendments are acceptable to the City and the owner.

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

1. Council authorizes amendment of the Housing Agreement in substantially the form and substance of the modification agreement attached to this By-law as Schedule A and authorizes the Director of Legal Services to execute the modification 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. 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.
3. 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

City Clerk

Schedule A



Land Title Act

Charge

General Instrument – Part 1

1. Application

**Dentons Canada LLP
Barristers and Solicitors
250 Howe Street, 20th Floor
Vancouver BC
6046874460**

File No.: 6778/573305-3/WC
Total Number of Pages: 8
Modification of Housing Agreement Covenant CA8288606

2. Description of Land

PID/Plan Number	Legal Description
031-060-498	LOT 1 BLOCK 220A DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP100017

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA8288606	Entire Instrument Modification of Covenant CA8288606
PRIORITY AGREEMENT		Page 7 Granting Modification one registration number less priority over Mortgage CA6836295, as modified by CA8457591, and CA8973227 and Assignments of Rents CA6836296, as modified by CA8457592 and CA8973228
PRIORITY AGREEMENT		Page 8 Granting Modification two registration numbers less priority over Mortgage CA7160107 and Assignment of Rents CA7160108

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1157013 B.C. LTD., NO.BC1157013
COMPUTERSHARE TRUST COMPANY OF CANADA, NO.A0052313
PEOPLES TRUST COMPANY, NO.A0033943

6. Transferee(s)

**CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD
 2021-09-13

1157013 B.C. LTD.
 By their Authorized Signatory

Print Name: Thomas Pappajohn

Wilfred Chan
Barrister & Solicitor
 Dentons Canada LLP
 20th Floor, 250 Howe Street
 Vancouver BC V6C 3R8

Telephone: (604) 687-4460

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

**Computershare Trust Company of
 Canada**
 By their Authorized Signatory

(as to all signatures)

Print Name:

Print Name:

Officer Certification

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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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

1157013 B.C. LTD.
By their Authorized Signatory

Wilfred Chan
Barrister & Solicitor
Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

Telephone: (604) 687-4460

Print Name: Thomas Pappajohn

Officer Certification

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Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

Computershare Trust Company of Canada
By their Authorized Signatory

2021-09-13

(as to all signatures)

Scott Sydney Markham
Notary Public in and for
The Province of Ontario
100 University Ave., 8th Flr.
Toronto, ONTARIO M5J 2Y1
416-263-9316

Print Name: Daniel Lee
Professional, MBS

Print Name: Stephen Murphy
Manager, MBS

Officer Certification


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Witnessing Officer Signature

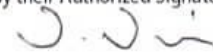
Execution Date

Transferor Signature(s)



GARY M. YAFFE
Barrister & Solicitor
 P.O. BOX 40130
 (as to all) 1000, 505 BAYFRARD STREET
 VANCOUVER, B.C. V7X 1J5
 (604) 691-7524

YYYY-MM-DD
 2021-09-12

Peoples Trust Company
 By their Authorized Signatory


Print Name:
Dennis Dineen
 Senior Vice President
 Commercial Banking

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

 (as to all signatures)

YYYY-MM-DD


City of Vancouver
 By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

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

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, 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.</p>	
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**TERMS OF INSTRUMENT - PART 2
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING
(the "Modification")**

Introduction

- A. The Transferor, 1157013 B.C. Ltd., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone the Lands from RT-8 (Two-Family Dwelling) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "**Housing Agreement**") with the City, which was registered at the Land Title Office on July 8, 2020 under registration numbers CA8288606 to CA8288608; and
- E. The City and the Owner have agreed to enter into this Modification of the Housing Agreement to revise the unit numbering of the Moderate Income Rental Housing Units in the Moderate Income Rental Housing Units Rent Roll set out in Schedule A of the Housing Agreement on the terms and conditions herein (the "**Modification**").

Consideration

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Housing Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto 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*, hereby covenant and agree as follows:

1. Definitions

All capitalized terms used in this Modification which are defined in the Housing Agreement will have the meaning ascribed to such terms in the Housing Agreement unless defined in this Modification or the context otherwise requires.

2. Modification of the Housing Agreement

The Owner and the City agree that the Housing Agreement shall be amended by deleting Schedule A in its entirety and replacing it with the Moderate Income Rental Housing Units Rent Roll attached hereto as Schedule A.

3. Housing Agreement Ratified and Confirmed

Except as hereby expressly modified, the Housing Agreement is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the Housing Agreement and this Modification will be read and construed as one document.

4. **Amendment**

No alteration or amendment of the Housing Agreement or this Modification will have effect unless the same is in writing and duly executed by the parties to be charged.

5. **Binding Effect**

This Modification will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. **Time**

Time shall be of the essence of this Modification.

7. **Conflict**

In the event of any conflict between the terms and conditions of the Housing Agreement and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification on the General Instrument - Part 1 which is attached hereto and forms part hereof.

**SCHEDULE A
MODERATE INCOME RENTAL HOUSING UNITS RENT ROLL**

Unit Number	Unit Type	Starting Monthly Rent
10 (L01)	1-bed	\$1,200
20 (L02)	2-bed	\$1,600
30 (L03)	1-bed	\$1,200
102	2-bed	\$1,600
103	Studio	\$950
107	3-bed	\$2,000
201	Studio	\$950
205	3-bed	\$2,000
208	1-bed	\$1,200
301	Studio	\$950
312	1-bed	\$1,200
315	2-bed	\$1,600
401	Studio	\$950
409	1-bed	\$1,200

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA6836295 (as modified by CA8457591 and CA8973227) and the Assignment of Rents registered under number CA6836296 (as modified by CA8457592 and CA8973228);
- (b) **"Existing Chargeholder"** means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) 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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA7160107 and the Assignment of Rents registered under number CA7160108;
- (b) **"Existing Chargeholder"** means PEOPLES TRUST COMPANY;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 8725 French Street**

After public hearings on June 15, 29 and 30 2021 Council approved in principle the land owner's application to rezone the above noted property from RM-3A (Multiple-Dwelling Residential) 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 Planning, Urban Design and Sustainability 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
October 19, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 8725 French Street**

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 A BLOCK 12 DISTRICT LOT 318 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP115100

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

City Clerk



1. Application

**STIRLING LLP
1460-701 West Georgia Street
VANCOUVER BC V7Y 1E4
6046743820**

2. Description of Land

PID/Plan Number	Legal Description
EPP115100	LOT A BLOCK 12 DISTRICT LOT 318 GROUP 1 NWD PLAN EPP115100

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument
PRIORITY AGREEMENT		Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA3076996 and Assignment of Rents CA3076997
PRIORITY AGREEMENT		Granting the Covenant with two registration numbers less than this Priority Agreement priority over Mortgage CA8536394

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BRIGHTSIDE COMMUNITY HOMES FOUNDATION, NO.S4099
VANCOUVER CITY SAVINGS CREDIT UNION (AS TO PRIORITY), NO.FI-97
CANADA MORTGAGE AND HOUSING CORPORATION (AS TO PRIORITY)

6. Transferee(s)

**CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD
 2021-10-05

DAVID A. MARTIN
Barrister & Solicitor
STIRLING LLP
 1460 – 701 WEST GEORGIA STREET
 VANCOUVER, B.C. V7Y 1E4
 TEL: 604-674-3820

(as to Atiya Mahmood's
 signature only)

**BRIGHTSIDE COMMUNITY HOMES
 FOUNDATION**
 By their Authorized Signatory

Name: Atiya Mahmood

Name: Greg Tooke

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD

**VANCOUVER CITY SAVINGS CREDIT
 UNION**
 By their Authorized Signatory

 Name:

 Name:

Officer Certification

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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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

**BRIGHTSIDE COMMUNITY HOMES
FOUNDATION**
By their Authorized Signatory

Name:

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD
2021-10-07

**VANCOUVER CITY SAVINGS CREDIT
UNION**
By their Authorized Signatory

Name:

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

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.



Witnessing Officer Signature

Dimitrios Langis

Counsel

700 Montreal Road
Ottawa, Ont. K1A 0P7

Execution Date

YYY-MM-DD

2021-10-07

Transferor Signature(s)

CANADA MORTGAGE AND HOUSING CORPORATION

By their Authorized Signatory

Name: Brittany Ellis
Senior Analyst

Name: Suzie Paula Costa
Team Leader, Revenue

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.

Electronic Signature

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.



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

CANADA MORTGAGE AND HOUSING CORPORATION
 By their Authorized Signatory

Name:

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

CITY OF VANCOUVER
 By their Authorized Signatory

Name:

Name:

Officer Certification

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Electronic Signature

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.

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

8725 FRENCH STREET

WHEREAS:

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

- (i) the Transferor, BRIGHTSIDE COMMUNITY HOMES FOUNDATION, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands from RM-3A (Multiple-Dwelling Residential) to CD-1 (Comprehensive Development) District to permit construction of a six-storey social housing building with 100 units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"2.5. *Make arrangements 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/or Section 219 Covenant securing all residential units as social housing for the longer of 60 years and the life of the building, subject to the following terms and conditions:*

- (a) *A no separate-sales covenant is required;*
- (b) *A no stratification covenant is required;*
- (c) *A provision that none of such units will be rented for less than one month at a time;*
- (d) *A requirement that all units comply with the definition of "social housing" in the applicable City Development Cost Levy By-Law;*
- (e) *A requirement that no less than 30% of the social housing units will be occupied only by households with incomes below the then current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such social housing unit; and*

(f) *Such other terms and conditions at the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.*"

(the "Social Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "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;
- (e) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) "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;
- (i) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (j) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (k) **“Housing Income Limit”** or **“HIL”** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation’s Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (l) **“Land Title Act”** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) **“Lands”** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **“Lands”** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (n) **“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;
- (o) **“New Building”** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (p) **“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;
- (q) **“Owner”** means the Transferor, BRIGHTSIDE COMMUNITY HOMES FOUNDATION, and any successors in title to the Lands or a portion of the Lands;
- (r) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm’s length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;

- (s) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (t) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (u) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (v) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (w) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (x) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (y) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (z) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this “Agreement” and the words “hereof” “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the “**Social Housing Units**”), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final

Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month at a time;

- (j) throughout the Term, all of the Social Housing Units will be owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
 - (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
 - (ii) a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit satisfy the requirements of Section 2.1(d); and
 - (iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. withholding any permit pursuant to this Agreement; or
 - B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
 - (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

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

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

6.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 7 NOTICES

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

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

- (b) If to the Owner:

Brightside Community Homes Foundation
300 - 905 Pender Street
Vancouver, British Columbia V6C 1L6

Attention: Ms. Natalia Manzano, Real Estate Project Manager

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

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

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

**ARTICLE 8
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be

deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3076996 and the Assignment of Rents registered under number CA3076997;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) 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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA8536394;
- (b) "Existing Chargeholder" means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Sign By-law
Re: 1111-1123 Kingsway**

Following the Public Hearing on July 7, 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
October 19, 2021

1111-1123 Kingsway

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:

“

1111-1123 Kingsway	CD-1(781)	13082	C-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

City Clerk

EXPLANATION**A By-law to amend
Noise Control By-law No. 6555
Re: 1111-1123 Kingsway**

Following the Public Hearing on July 7, 2020, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 19, 2021

EXPLANATION**A By-law to amend the Sign By-law
Re: 2543-2583 Renfrew Street and 2895 East 10th Avenue**

Following the Public Hearing on December 12, 17 and 18, 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
October 19, 2021

2543-2583 Renfrew Street
and 2895 East 10th Avenue

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:

“

2543-2583 Renfrew Street and 2895 East 10th Avenue	CD-1(782)	13083	C-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

City Clerk

EXPLANATION**A By-law to amend
Noise Control By-law No. 6555
Re: 2543-2583 Renfrew Street and 2895 East 10th Avenue**

Following the Public Hearing on December 12, 17 and 18, 2019, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 19, 2021

2543-2583 Renfrew Street
and 2895 East 10th Avenue

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:

“

782	13083	2543-2583 Renfrew Street and 2895 East 10th Avenue
-----	-------	---

”.

- 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

City Clerk

EXPLANATION

**A By-law to amend the Sign By-law
Re: 2603-2655 Renfrew Street**

Following the Public Hearing on December 12, 17 and 18, 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
October 19, 2021

2603-2655 Renfrew 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:

“

2603-2655 Renfrew Street	CD-1(783)	13084	C-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

City Clerk

EXPLANATION**A By-law to amend
Noise Control By-law No. 6555
Re: 2603-2655 Renfrew Street**

Following the Public Hearing on December 12, 17 and 18, 2019, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 19, 2021

