

EXPLANATION**Wildlife Feeding Regulation By-law
A By-law to Regulate Wildlife Feeding**

The attached By-law will implement Council's resolution of April 13, 2022 to regulate wildlife feeding. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 26, 2022

CITY OF VANCOUVER BRITISH COLUMBIA



WILDLIFE FEEDING REGULATION BY-LAW NO. _____

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

_____, 2022

BY-LAW NO. _____

A By-law to Regulate Wildlife Feeding

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

**SECTION 1
INTERPRETATION**

Name of By-law

1. The name of this By-law, for citation, is the “Wildlife Feeding Regulation By-law”.

**SECTION 2
DEFINITIONS**

2. In this By-law:

“ATTRACTANT” means food or food waste, meat, a carcass or part of a carcass of an animal or fish, compost or any other waste that could attract wildlife.

“WILDLIFE” means all amphibians, reptiles, birds, and mammals, both native and not native to the Province, excluding any domesticated animal under the control of a human.

**SECTION 3
OFFENCES**

Feeding Wildlife

- 3.1 In order to avoid creating a nuisance, a person must not:

- (a) feed or attempt to feed wildlife; or
- (b) provide, leave or place an attractant on any property in a manner that attracts or could attract wildlife.

- 3.2 Section 3.1 does not apply to a person who feeds hummingbirds on private property or feeds other birds with a birdfeeder that is inaccessible to other wildlife, provided the area is kept clean.

**SECTION 4
ENFORCEMENT**

- 4.1 The Manager of Property Use and any Property Use Inspector or Street Use Inspector may issue a written order to a person directing that the person take necessary steps to comply with a provision of this By-law by a date specified in the order.

4.2 No person shall fail to comply with an order issued pursuant to section 4.1.

SECTION 5

FORCE AND EFFECT OF BY-LAW

Force and Effect

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

ENACTED by Council this day of , 2022

Mayor

City Clerk

EXPLANATION

**A By-law to amend the
Ticket Offences By-law No. 9360
Regarding the Wildlife Feeding Regulation By-law**

The attached By-law will implement Council's resolution of April 13, 2022 to make wildlife feeding a ticket offence. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 26, 2022

BY-LAW NO. _____

**A By-law to amend the
Ticket Offences By-law No. 9360
Regarding the Wildlife Feeding Regulation By-law**

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

1. This By-law amends the indicated provisions and schedules of the Ticket Offences By-law.

2. Council adds a new definition of Manager of Property Use Inspectors to section 1.2 of the By-law as follows:

““Manager, Property Use Inspections” means a person employed by the City in that role, or otherwise appointed to that role by Council, and includes all persons employed as property use inspectors.”

3. Council adds a new Table 13 as set out below:

**“Table 13
Wildlife Feeding Regulation By-law**

Column 1	Column 2	Column 3	Column 4
Police Officer	Feed or attempt to feed wildlife	3.1(a)	\$500.00
City Engineer	Leave attractants	3.1(b)	\$500.00
Manager, Property Use Inspections	Fail to comply with order	4.2	\$500.00
Poundkeeper			

"

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

ENACTED by Council this day of , 2022

Mayor

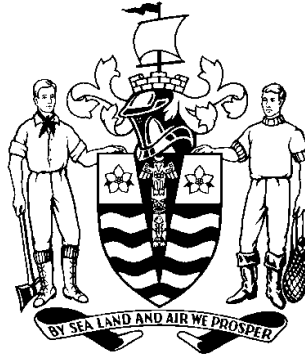
City Clerk

EXPLANATION**City Wharf By-law
A By-law to regulate public use of City wharves**

The attached By-law will implement Council's resolution of April 13, 2022 to enact a new by-law to regulate public use of city-owned wharves. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 26, 2022

CITY OF VANCOUVER BRITISH COLUMBIA



CITY WHARF BY-LAW NO. _____

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

_____, 2022

BY-LAW NO. _____

A By-law to regulate public use of City wharves

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

**SECTION 1
INTERPRETATION**

Name of by-law

1.1 The name of this By-law, for citation, is the “City Wharf By-law”.

Definitions

1.2 In this By-law:

“authorized City vessel” means a vessel used by City employees or contractors to carry out City business;

“chattel” means any object or thing other than a vessel;

“City Engineer” means the individual appointed by Council as City Engineer for the City, and includes any officer, official, or employee acting on behalf of or in place of the City Engineer;

“emergency service vessel” means a police, fire, search and rescue, ambulance, or Canadian Coast Guard environmental enforcement vessel;

“ferry service company” means a company operating a ferry service that uses the City’s wharves under the terms of a licence agreement with the City;

“length” means the distance measured from the forward end of the foremost outside surface of the hull shell to the after end of the aftermost outside surface of the hull shell;

“moor” means to secure a vessel by means of lines or cables;

“owner” includes the person in control or master of a vessel;

“raft” means the mooring of one vessel alongside another;

“vessel” means a boat, ship or craft designed, used or capable of being used solely or partly for navigation in, on, through, or immediately above water, without any regard to method or lack of propulsion; and

“City wharf” means a fixed or floating platform designed for the mooring of vessels that is owned by the City and identified on the maps in Schedule A, and includes any ramps

providing access to the wharf, but does not include any log or debris booms that may be located alongside or attached to the wharf.

Application

1.3 The provisions of this by-law do not apply to:

- (a) authorized City vessels;
- (b) emergency service vessels;
- (c) vessels moored at City marinas under the terms of a moorage agreement or other agreement;
- (d) vessels moored at a City wharf under the terms of an agreement with the City; or
- (e) a ferry service company.

Headings

1.4 The section headings in this by-law are for convenient reference only.

Schedules

1.5 Schedules to this by-law form part of the by-law.

Severability

1.6 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.

SECTION 2 AUTHORITY OF THE CITY ENGINEER

Authority of the City Engineer

2.1 The City Engineer is authorized to administer this by-law.

Authority of the City Engineer

2.2 The City Engineer is authorized to:

- (a) order a vessel to leave a City wharf or to move or alter its position at a City wharf;
- (b) order a person who contravenes the by-law to comply with the by-law within a specified time;
- (c) issue verbal orders or directions to a person acting in contravention of this by-law; and

- (d) issue such written notices and orders under this by-law as may be necessary to notify a person of a contravention of this by-law, in the manner set out in this by-law.

Service of orders

2.3 A written notice or order issued under this by-law is sufficiently served if:

- (a) the notice or order is delivered by hand, by ordinary prepaid mail or by registered mail, to the address of the owner; or
- (b) in the case of a corporation, the notice or order is delivered by hand, by ordinary prepaid mail, or by registered mail, to the registered and records office of the corporation; or
- (c) in any case, the notice or order is delivered by electronic mail to the electronic mail address of the person or corporation; or
- (d) the notice or order is posted on the affected vessel.

Deemed receipt of orders

2.4 Written notices and orders issued in accordance with this by-law are deemed to have been received:

- (a) four days after mailing, if sent by ordinary prepaid mail to the mailing address of the owner;
- (b) on the date of delivery as noted in the Canada Post tracking system, if sent by registered mail;
- (c) 24 hours after sending, if sent by electronic mail to the electronic mail address of the person or corporation to whom the order is directed; and
- (d) immediately upon receipt, if handed to the person to whom the order is directed or a representative of that person, hand delivered to the registered and records office of a corporation, or posted on the affected vessel.

SECTION 3 GENERAL REGULATIONS

Vessels moored to City wharf

3.1 An owner of a vessel must not cause, permit or allow that vessel to be moored to any City owned land or structure other than a City wharf.

Mooring locations at City wharves

3.2 An owner of a vessel must not cause, permit or allow that vessel to be moored at any location at a City wharf other than the locations identified on the maps in Schedule A.

Vessels left on City land

3.3 An owner of a vessel must not cause, permit or allow that vessel to be grounded, placed or left on any City owned land or structure.

Time limit

3.4 An owner of a vessel must not cause, permit or allow that vessel to remain moored at a City wharf for a period in excess of 3 hours.

Size limit

3.5 An owner of a vessel must not cause, permit or allow that vessel to be moored at a City wharf if it is greater than 4 metres in length.

Rafting

3.6 An owner of a vessel must not cause, permit or allow that vessel to be rafted to another vessel that is moored at a City wharf.

Orders

3.7 A person must not contravene an order of the City Engineer.

Public conduct

3.8 A person must not:

- (a) hinder, oppose, molest or obstruct the City Engineer in the discharge of the City Engineer's duties under this by-law;
- (b) obstruct or interfere with any person or vessel lawfully using a City wharf;
- (c) behave in a disorderly, dangerous or offensive manner on a City wharf;
- (d) bring a live animal onto a City wharf unless the animal is:
 - (i) on a leash, and
 - (ii) being conveyed to or from a vessel while under the control of the owner or user of the vessel;
- (e) engage in any fishing or crabbing at or from any City wharf; or
- (f) jump off of a City wharf.

Noise

3.9 A person must not make any amplified sound or operate any equipment which disturbs or

tends to disturb the quiet, peace, enjoyment and comfort of other persons while on a City wharf or on a vessel moored at a City wharf.

Liquor

3.10 A person must not possess an open container of liquor on a City wharf.

Smoking

3.11 A person must not smoke while on a City wharf or on a vessel moored at a City wharf.

Posting signs

3.12 A person must not place, post or erect a sign on a City wharf, except the City Engineer.

Damage

3.13 A person must not:

- (a) remove, destroy or damage any City wharf, or structure or sign attached to a City wharf;
- (b) remove, destroy or damage any notices, rules or regulations posted on a City wharf by or under the authority of the City; or
- (c) deposit or leave any garbage, refuse, empty or broken bottles, cans, paper, animal excrement or other waste material on a City wharf.

Storage

3.14 A person must not store or leave any property or material of any kind, including a vessel, on a City wharf.

Commercial services on a City wharf

3.15 A person must not sell, expose or display for sale any goods, including refreshments, or conduct any business on a City wharf, except that this subsection does not prohibit the use of a City wharf to transport goods to or from a vessel moored at a City wharf.

Vessel used for commercial services

3.16 An owner of a vessel must not cause, permit or allow that vessel to be moored at a City wharf if it is being used for business or commercial services.

Construction

3.17 A person must not build upon or place any structure on a City wharf except as authorized by the City Engineer.

Vessel carrying dangerous goods

3.18 An owner of a vessel must not cause, permit or allow that vessel to be moored at a City wharf if it is carrying dangerous goods or explosives.

Passenger loading

3.19 An owner of a seaplane, commercial vessel or charter boat must not cause, permit or allow the loading or unloading of passengers to or from that seaplane, commercial vessel or charter boat at a City wharf.

Loading without mooring

3.20 An owner of a vessel must not cause, permit or allow the loading or unloading of passengers or the transport of goods to or from that vessel at a City wharf unless the vessel is moored to the wharf.

Other restrictions on activities

3.21 A person must not:

- (a) do any repair or maintenance work for a vessel or for any other purpose on a City wharf;
- (b) use paints, solvents or other materials toxic to fish, marine life or humans on a City wharf; or
- (c) do any other thing in such a manner as to impede the use of a City wharf for moorage and access.

Other restrictions while moored

3.22 An owner of a vessel must not cause, permit or allow that vessel to be:

- (a) moored at a City wharf in such a manner as to unduly obstruct the movement of other vessels;
- (b) fastened to a City wharf by the use of lines or cables tied across the wharf; or
- (c) fastened to a City wharf by lines or cables tied to anything other than a cleat or bull rail provided for the purpose of mooring a vessel to the wharf.

Discharge of holding tanks

3.23 An owner of a vessel must not cause, permit or allow holding tanks or bilges to be discharged while moored at a City wharf.

Direction by City Engineer

3.24 A person must comply with a lawful order or direction of the City Engineer acting in the performance of the City Engineer's duties.

SECTION 4 IMPOUNDING OF VESSELS OR OTHER CHATTELS

Authority to impound

4.1 The City Engineer may impound or cause to be impounded any vessel or other chattel that is unlawfully moored, placed, left, or kept at or on a City wharf, or any vessel unlawfully moored, placed, left, or kept on any other City owned land or structure, and may enforce the provisions of this by-law with regard to the impounding of vessels and other chattels.

Storage facilities

4.2 The City Engineer may designate premises for the storage of impounded vessels or other chattels, including the designation of locations for the moorage of impounded vessels.

Authority to sell or dispose of impounded vessels or other chattels

4.3 The City Engineer is authorized to sell or otherwise dispose of impounded vessels or other chattels, in accordance with the provisions of this by-law.

Vessel or other chattel unlawfully moored or left at or on a City wharf

4.4 A vessel or other chattel unlawfully moored, placed, left, or kept at or on a City wharf, or a vessel unlawfully moored, placed, left, or kept on any other City owned land or structure, may be impounded.

Record of impoundment

4.5 Subject to section 4.7, the City Engineer must keep a record, or cause a record to be kept, of every vessel or other chattel impounded in accordance with this by-law, and the record must include the following information:

- (a) a description of the vessel or other chattel;
- (b) the time, date and place where the vessel or other chattel was impounded;
- (c) impounding fees calculated to the date that the vessel or other chattel is retrieved by the owner or sold or disposed of pursuant to this by-law; and
- (d) the date that the vessel or other chattel is retrieved, sold or otherwise disposed of.

Notice to owner

4.6 Subject to section 4.7, the City Engineer must make reasonable efforts to ascertain the

identity of the owner of an impounded vessel or other chattel, and must give notice in writing to the owner of the chattel if it is possible to do so, which notice must contain the following information:

- (a) a description of the vessel or other chattel;
- (b) the applicable impounding fees;
- (c) the address where the vessel or other chattel is held or contact information to obtain the address where the vessel or other chattel is held; and
- (d) the date after which the vessel or other chattel will be sold or otherwise disposed of, which date must be at least 30 days after the vessel or other chattel was impounded.

Immediate disposal of certain vessels or chattels

4.7 Despite the provisions of this section 4, the City Engineer is authorized to dispose of vessels or other chattels immediately and without complying with sections 4.5 or 4.6 if, in the opinion of the City Engineer, the vessel is derelict, the chattel consists of garbage, waste materials or perishable items, or the vessel or other chattel poses an environmental or health and safety risk.

Recovery by owner

4.8 Subject to the provisions of this by-law, the owner of an impounded vessel or other chattel, or a lawful claimant thereto, may recover the vessel or chattel if:

- (a) the owner provides proof of ownership, or the lawful claimant provides evidence of entitlement, to the satisfaction of the City Engineer; and
- (b) the owner or the lawful claimant pays all applicable impounding expenses set out in Schedule B of this by-law.

Waiver of fees

4.9 Despite the provisions of this by-law, the City Engineer may waive all or any part of the impounding fees for an impounded vessel or other chattel if, in the opinion of the City Engineer, payment of such fees would cause the owner or lawful claimant of the impounded vessel or chattel undue hardship and, in determining whether there is undue hardship, the City Engineer must consider the value of the vessel or chattel, the cost to the city of the impounding, the financial circumstances of the owner or lawful claimant, and all applicable Council policies and guidelines.

Sale or disposal of unclaimed vessels or other chattels

4.10 A vessel or other chattel that is unclaimed after the later of 30 days from the date of impoundment or the date stipulated in a notice of impoundment may be sold or otherwise disposed of by the City Engineer in the following manner:

- (a) by sale at public auction if, in the opinion of the City Engineer, the vessel or other chattel is saleable; or

- (b) by disposal as scrap or another method of disposal if, in the opinion of the City Engineer, the vessel or other chattel is not saleable.

Proceeds of sale or disposal

4.11 If a vessel or other chattel is sold at public auction or otherwise disposed of in a manner that generates any proceeds, the proceeds must be applied as follows:

- (a) if sold at public auction, all expenses associated with the conduct of the public auction must be deducted from the proceeds;
- (b) if otherwise disposed of, all expenses associated with the disposal must be deducted from the proceeds;
- (c) all outstanding impounding fees must be deducted from the proceeds; and
- (d) if a balance remains after the proceeds are applied to the expenses recoverable under this section, the City Engineer must:
 - (i) pay the balance of proceeds to the former owner of the vessel or other chattel or to any lawful claimant thereto if the former owner or a lawful claimant has been identified, or
 - (ii) if the former owner of the vessel or other chattel or a lawful claimant thereto has not been identified, hold the balance of proceeds in accordance with the *BC Unclaimed Property Act*, as may be amended or replaced from time to time.

SECTION 5 OFFENCES AND PENALTIES

Offences under by-law

5.1 A person who:

- (a) violates any provision of this by-law, or does any act or thing which violates any provision of this by-law, or permits, suffers or allows any other person to do any act or thing which violates any provision of this by-law;
- (b) neglects to do or refrains from doing anything required to be done by any provision of this by-law; or
- (c) fails to comply with an order, direction, or notice given under any provision of this by-law, or permits, suffers or allows any other person to fail to comply with an order, direction, or notice given under any provision of this by-law,

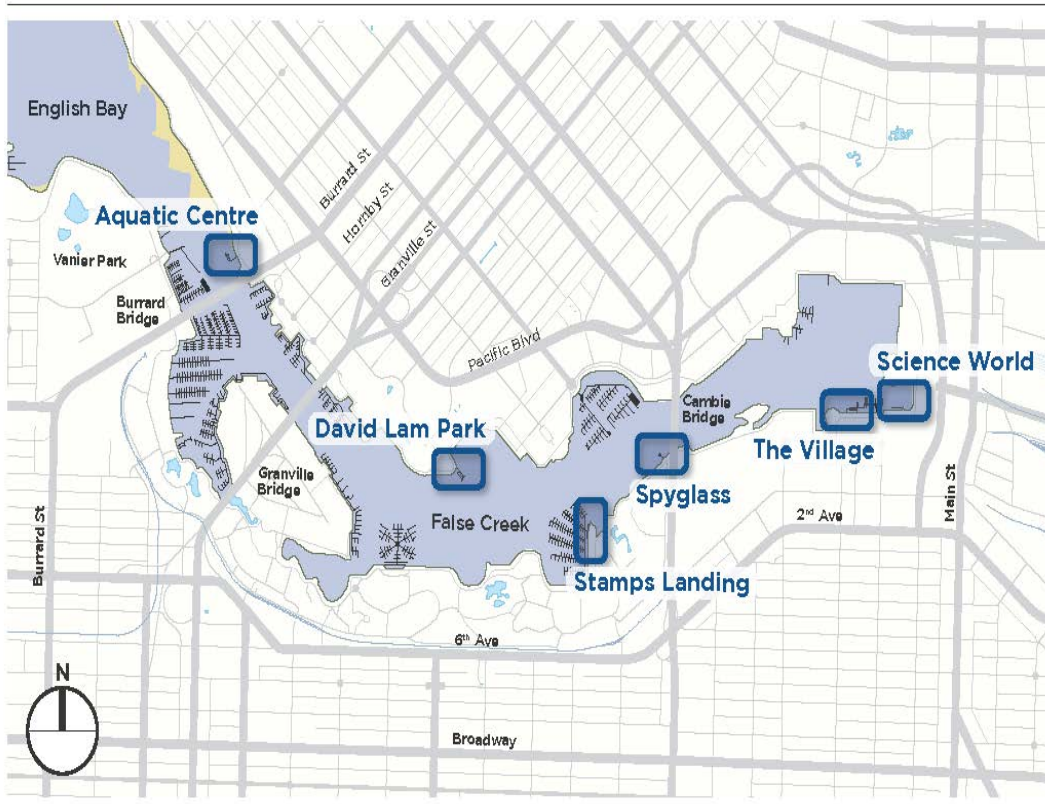
is guilty of an offence against this by-law, and liable to the penalties imposed under this section.

Fine for offence

City Clerk

**Schedule A
City Owned Wharves**

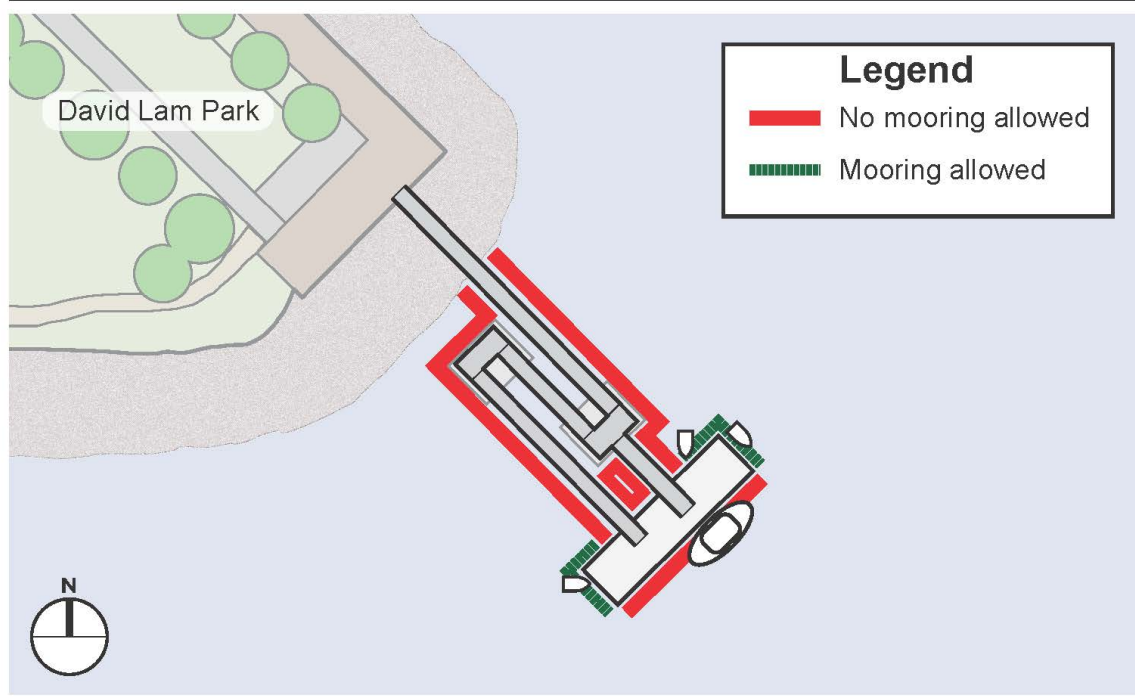
Location Plan



Schedule A - City Owned Wharves

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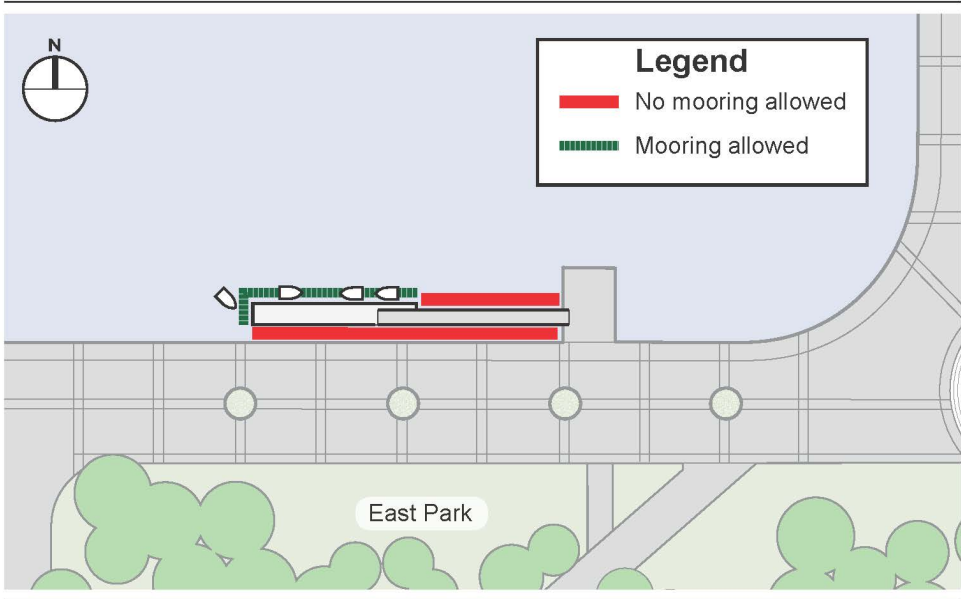
David Lam Park (Beach Crescent)



Schedule A - City Owned Wharves

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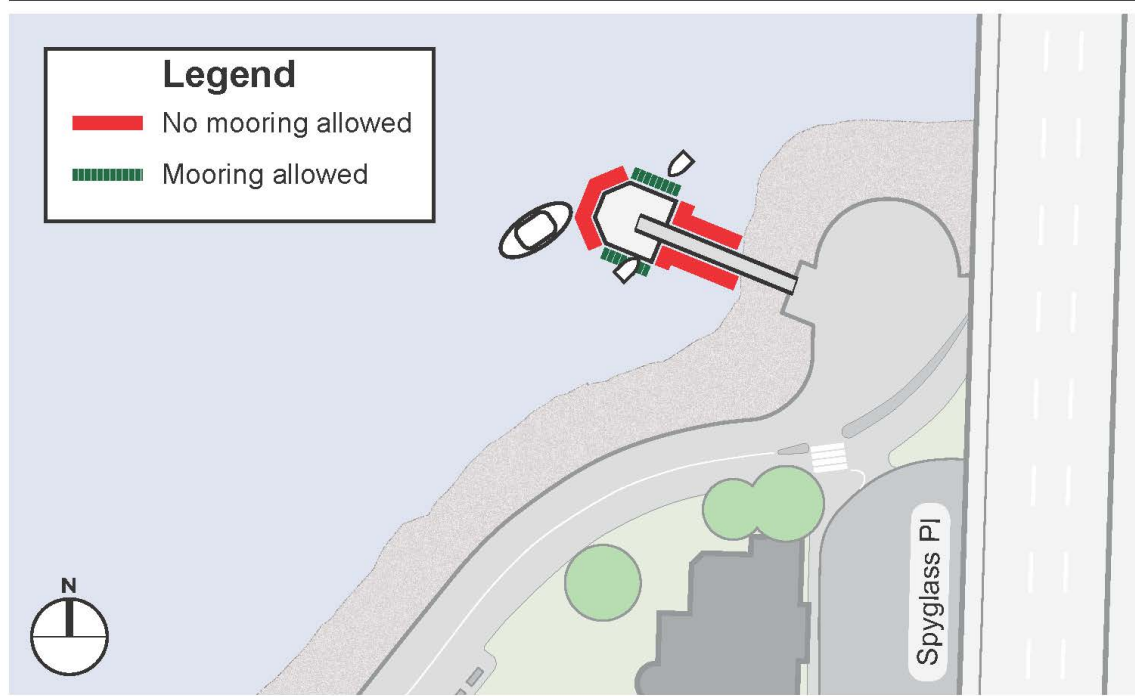
Science World



Schedule A - City Owned Wharves

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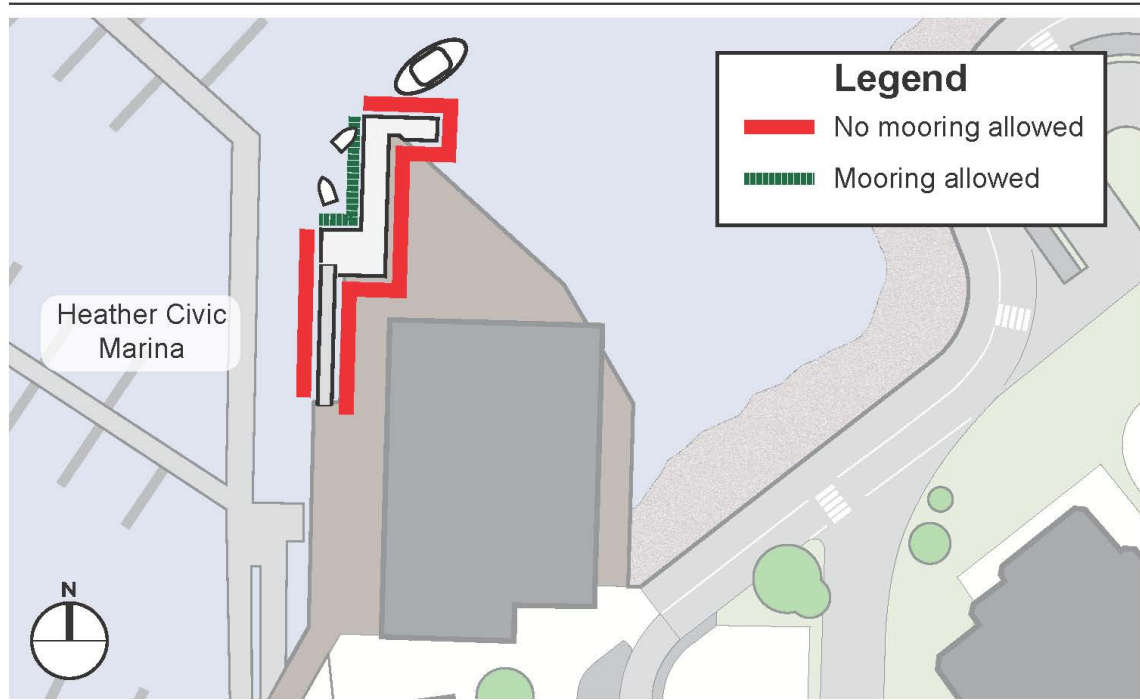
Spyglass



Schedule A - City Owned Wharves

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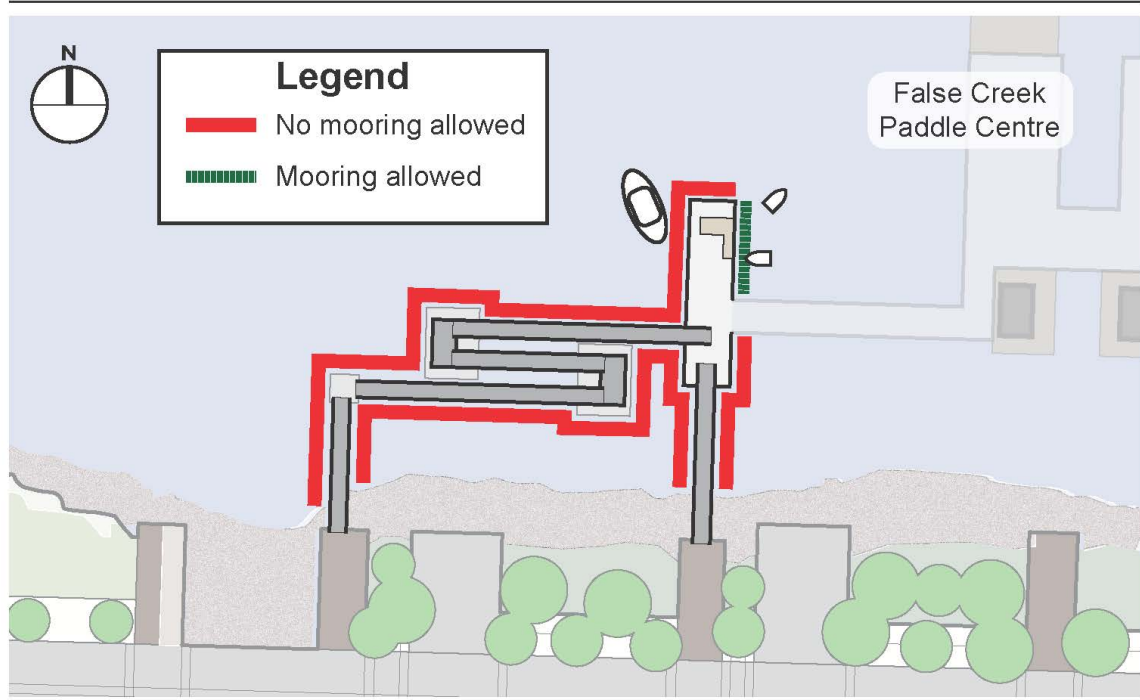
Stamps Landing



Schedule A - City Owned Wharves

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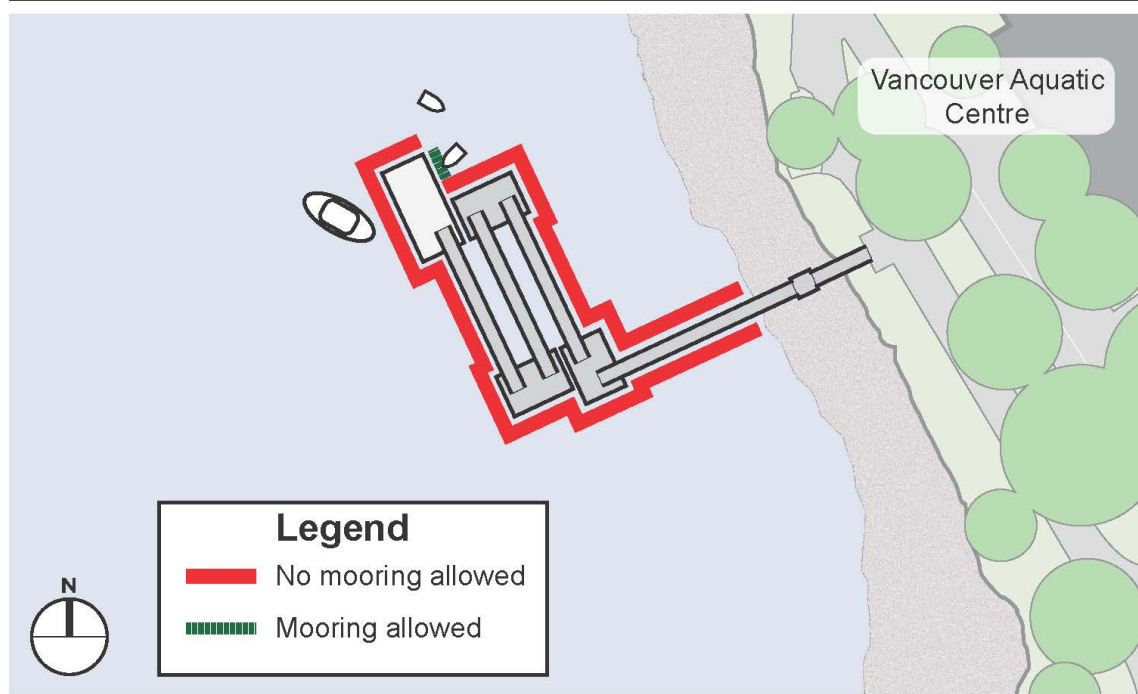
The Village on False Creek



Schedule A - City Owned Wharves

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Aquatic Centre



Schedule A - City Owned Wharves

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Schedule B Impounding Fees

The following fees must be paid by the owner of a vessel or other chattel impounded pursuant to section 4 of this by-law:

1. For vessels:
 - (a) On site impoundment fee: \$155.00 per day
 - (b) Towing fee for towing or removal to storage location:
\$250.00 per hour
\$125.00 per ½ hour
\$62.50 per ¼ hour
 - (c) Hauling out fee: \$250.00 per hour or portion
 - (d) Removal from trailer/placing on blocks and removal from blocks/placing on trailer: \$250.00 per hour
 - (e) Moorage rates for vessel storage: \$60.00 per day
 - (f) Storage costs for vessel: \$60.00 per day
 - (g) Salvage costs for vessel: \$350.00 per hour
 - (h) Dive service: \$250.00 per hour
2. For chattels:
 - (a) Removal fees:
 - (i) removal that requires one person and no special equipment \$100.00
 - (ii) removal that requires two people and no special equipment \$200.00
 - (iii) removal that requires more than two people, or special equipment, or both \$300.00
 - (b) Storage costs: \$ 8.00 per day

EXPLANATION**A By-law to amend the
Ticket Offences By-law No. 9360
regarding the City Wharf By-law**

The attached By-law will implement Council's resolution of April 13, 2022 to add some of the offences under the City Wharf By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 26, 2022

BY-LAW NO. ____

**A By-law to amend the
Ticket Offences By-law No. 9360 regarding the City Wharf By-law**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. In section 2.6, Council adds the words “City Wharf By-law,” after the words “Mountain View Cemetery By-law,”.
3. Council inserts a new Table 14 as follows:

**“Table 14
City Wharf By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Police Officer City Engineer	Moored on City land other than City wharf	Section 3.1	\$1,000.00
	Moored in wrong location	Section 3.2	\$1,000.00
	Vessel left on City land	Section 3.3	\$1,000.00
	Vessel moored longer than 3 hours	Section 3.4	\$500.00
	Vessel exceeds size limit	Section 3.5	\$1,000.00
	Vessel rafted to another vessel	Section 3.6	\$1,000.00
	Contravention of order	Section 3.7	\$1,000.00
	Hindering City Engineer’s duties	Section 3.8(a)	\$1,000.00
	Obstructing person lawfully using wharf	Section 3.8(b)	\$500.00
	Disorderly conduct	Section 3.8(c)	\$500.00
	Live animal	Section 3.8(d)	\$250.00
	Fishing	Section 3.8(e)	\$250.00
	Jumping off	Section 3.8(f)	\$250.00
	Making noise disturbance	Section 3.9	\$500.00

	Possession of open container of liquor	Section 3.10	\$500.00
	Smoking	Section 3.11	\$500.00
	Posting signs	Section 3.12	\$500.00
	Damage to wharf	Section 3.13(a)	\$500.00
	Damage to notices posted	Section 3.13(b)	\$500.00
	Deposit of garbage	Section 3.13(c)	\$500.00
	Storage of property	Section 3.14	\$500.00
	Conducting business	Section 3.15	\$500.00
	Mooring vessel being used for business	Section 3.16	\$500.00
	Build or place structure	Section 3.17	\$500.00
	Dangerous goods	Section 3.18	\$500.00
	Passenger loading	Section 3.19	\$500.00
	Loading without mooring	Section 3.20	\$500.00
	Repair or maintenance work	Section 3.21(a)	\$500.00
	Use of toxic materials	Section 3.21(b)	\$500.00
	Impeding use	Section 3.21(c)	\$500.00
	Undue obstruction of other vessels	Section 3.22(a)	\$500.00
	Use of lines or cables across wharf	Section 3.22(b)	\$500.00
	Improperly fastened to wharf	Section 3.22(c)	\$500.00
	Discharge of holding tanks	Section 3.23	\$500.00
	Compliance with order of City Engineer	Section 3.24	\$500.00

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

ENACTED by Council this day of , 2022

Mayor

City Clerk

EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
regarding an extension of temporary patios for businesses on private property**

Following the Public Hearing on April 14, 2022, Council resolved to amend the Zoning and Development By-law to extend regulations to allow patios for businesses on private property until March 31, 2023. Enactment of this By-law will implement Council's resolution.

Director of Legal Services
April 26, 2022

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding an extension of temporary patios for businesses on private property**

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 No. 3575.
2. In section 10.29A.1, Council strikes out “March 31, 2022” and substitutes “March 31, 2023”.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend Regional Context Statement
Official Development Plan By-law No. 10789
regarding 1325-1333 East Georgia Street**

Following the Public Hearing on April 12, 2022, Council resolved to amend the Regional Context Statement Official Development Plan By law to change the designation of the lands at 1325-1333 East Georgia Street from Industrial to General Urban solely for the purpose of enabling Temporary Modular Housing. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 26, 2022

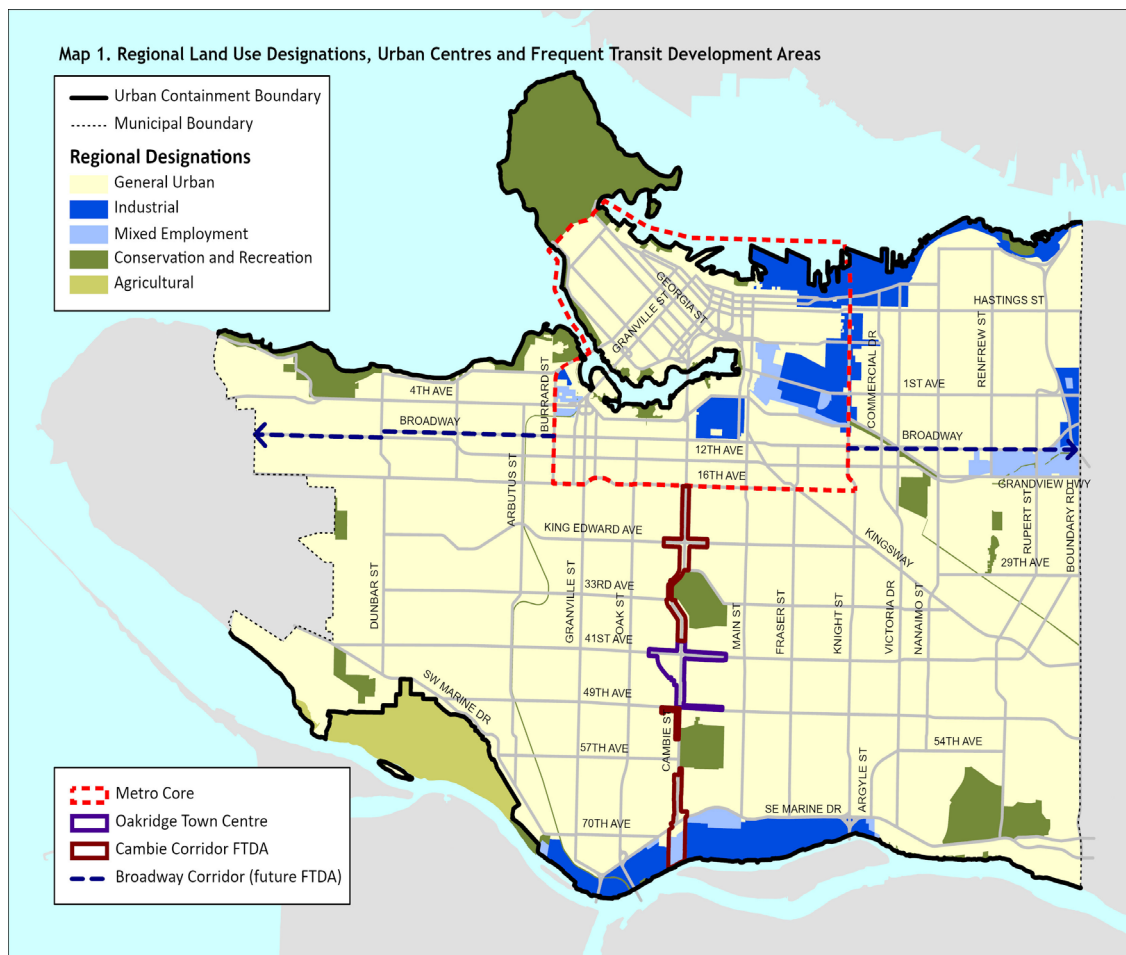
BY-LAW NO. _____

**A By-law to amend Regional Context Statement
Official Development Plan By-law No. 10789
regarding 1325-1333 East Georgia Street**

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

1. This By-law amends the indicated provisions of the Regional Context Statement Official Development Plan By-law No. 10789.
2. Council strikes out “Map 1. Regional Land Use Designations, Urban Centres and Frequent Transit Development Areas” and substitutes the following:

“



”

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 , 2022

Mayor

City Clerk

EXPLANATION

7

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

Following the Public Hearing on April 13, 2021, Council gave conditional approval to the rezoning of the site at 1616–1698 West Georgia 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
April 26, 2022

1616-1698 West Georgia 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-889 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (812).

Uses

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

- (a) Multiple Dwelling; and
- (b) 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 consists of 1,761 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 9.39.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area for dwelling units; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a 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, at the discretion of the Director of Planning or Development Permit Board:

- (a) residential amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 10% of the total permitted floor area or 465 m², and the amenity areas shall be designed in accordance with Council's "High Density Housing for Families with Children Guidelines"; and
- (b) unenclosed outdoor areas at grade underneath tower building overhangs, except that they must remain unenclosed for the life of the building.

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

Building Height

6.1 The building height, measured from base surface, must not exceed 99.3 m, except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

6.2 Despite the provisions of section 6.1 of this By-law and section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms located at least 3 m from the roof perimeter, if the Director of Planning first considers:

- (a) their siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- (b) all applicable policies and guidelines adopted by Council,

except that the Director of Planning must not permit a greater height for any such appurtenances if they result in an increase in shadowing of Marina Square Park beyond that which would result from a building form constructed to a height of 99.3m.

Horizontal Angle of Daylight

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

7.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

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

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the 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 (812).

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 m².

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (812).

Severability

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

Force and effect

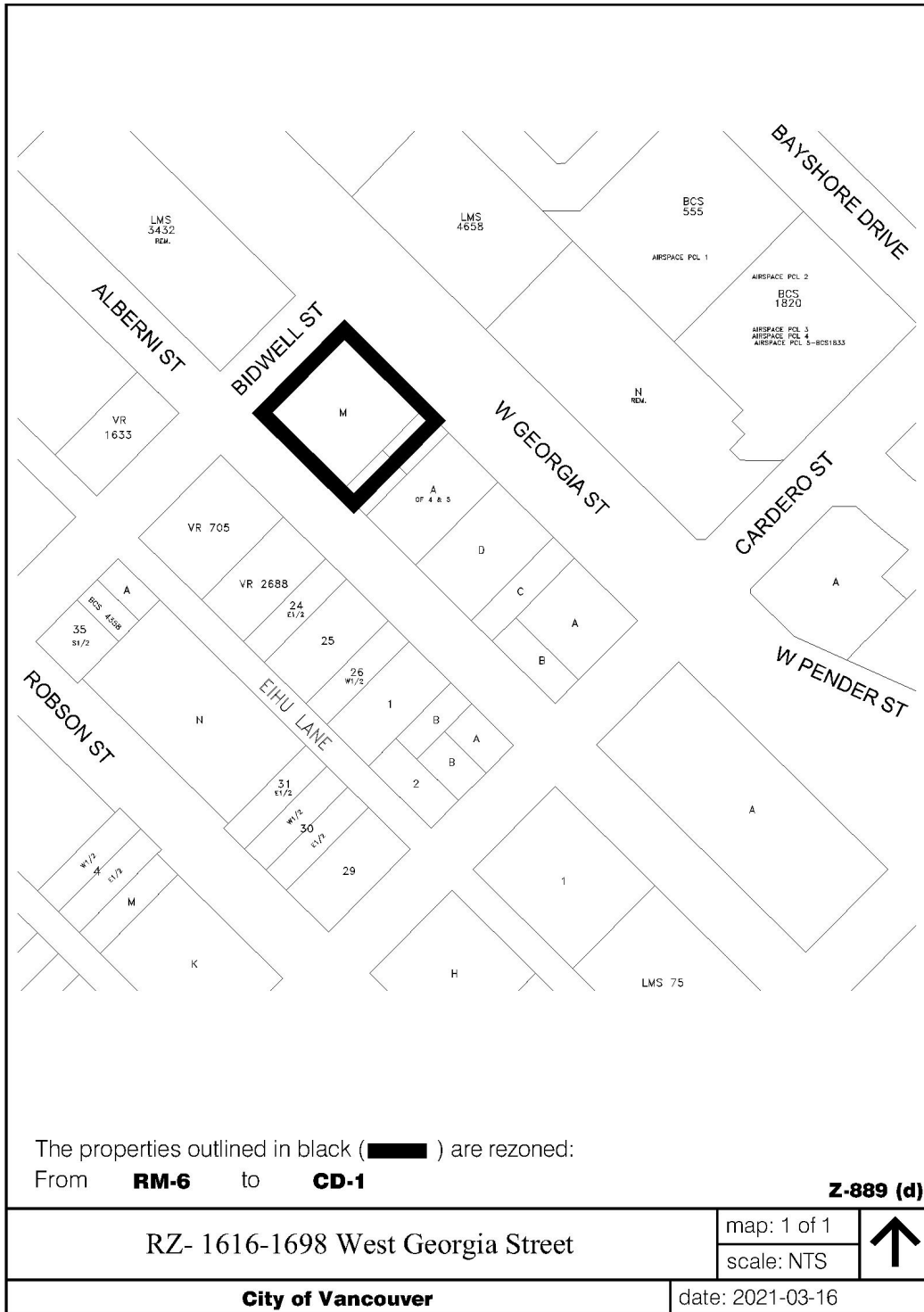
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



EXPLANATION**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Building Lines**

Following the Public Hearing on April 13, 2021, Council resolved to amend Schedule E of the Zoning and Development By-law as a consequential amendment to the rezoning of the site at 1616-1698 West Georgia. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 6, 2021

1616-1698 West Georgia

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Building Lines**

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

1. This By-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.
2. In Part II of Schedule E, Council strikes out the entire entry, including the heading, for “Alberni Street, north side, from Bidwell Street easterly”.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

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 18, 2021, Council gave conditional approval to the rezoning of the site at 1650 East 12th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
April 26, 2022

1650 East 12th Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z- 791 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (813).

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 (813), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory uses, customarily ancillary to the uses permitted in this section.

Conditions of Use

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

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

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

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,704 m², being the site area at the time of the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses combined must not exceed 3.0.

5.3 A minimum floor area of 735 m² must be used for commercial uses.

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

5.5 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the residential 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 maximum 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 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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

Building Height

6. Building height, measured from base surface, must not exceed 21.3 m, except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

Horizontal Angle of Daylight

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

7.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

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

7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

- (a) the Director of Planning or Development Permit Board first considers all 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 (813).

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 m².

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

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A

Z *																													
E 11TH AV																													
A	B	BCS 5068	78	A	79	BCS 377	BCS 1444	81	82	BAL.	B	83	84	N1/2	85	N1/2													
												A		D		48	AND	47	46	45	44	43	42	41	LMS 3060				
S	T	U	BCS 73	83	92	91	EPS 1860	89	88	A	86	A		J	I	60	61	62	63	BCS 3908	65								
E 12TH AV																													
LMS 3914	A	B	C	111	VR 095	BCS 41	BCS 3497	BCS 3498	BCS 3499	A																			
										A		1		2		3		4		5		6		7		8			
27	C	B	VR 2593	C	B	A	H	G	F	E	BCS 4163			9	10	11	12	A	B	EPS 2375									
										BCS 4163		COMMERCIAL DRIVE		52		51	50	49	LMS 4319	47	46	LMS 556	EPS 4478						
E 13TH AV																													
42	43	43	44	EPS 2958	45	46	A	47	BCS 2351	48	49	VR 2569	2																
												1		53		54		55		57		58	59	60	EPS 3544	62	BCS 1784	64	65
B	1	E	3	2	1	A	EPS 5683	C	EPS 2877	VR 2205	1		LMS 79		5		6												

The property outlined in black () is rezoned:
From **C-2C1** to **CD-1** **Z-791 (c)**

RZ - 1650 East 12th Avenue	map: 1 of 1	
	scale: NTS	
City of Vancouver	date: 2021-04-26	

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 6031 Dunbar Street**

After the Public Hearing on July 28 and 29, 2020, Council approved in principle the land owner's application to rezone the above noted property from RS-5 (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 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
April 26, 2022

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 6031 Dunbar 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:

010-064-141

LOT F BLOCK 4 DISTRICT LOT 320 PLAN 6858

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 , 2022

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

DNN Law Corporation
Suite 208 - 4250 Kingsway
Burnaby BC V5H 4T7
778-791-9116

2. Description of Land

PID/Plan Number	Legal Description
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010-064-141	LOT F BLOCK 4 DISTRICT LOT 320 PLAN 6858
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3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 - Land Title Act

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PINGHAN HOLDNGS LTD., NO.BC1176564

6. Transferee(s)

CITY OF VANCOUVER
A MUNICIPAL CORPORATION HAVING ITS OFFICE AT:
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



Land Title Act
Charge

General Instrument – Part 1

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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

Vivian Nguyen
Barrister & Solicitor
Suite 208 - 4250 Kignsway
Burnaby BC V5H 4T7

Tel: 778-791-9116
Fax: 604-759-3066

Execution Date

YYYY-MM-DD

2022-04-18

Transferor / Transferee / Party Signature(s)

PINGHAN HOLDNGS LTD.

By their Authorized Signatory

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.

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.



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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 / Transferee / Party Signature(s)

Vivian Nguyen
Barrister & Solicitor
Suite 208 - 4250 Kigmsway
Burnaby BC V5H 4T7

YYYY-MM-DD

2022-04-18

PINGHAN HOLDNGS LTD.
By their Authorized Signatory

Name

Tel: 778-791-9116
Fax: 604-759-3066

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 / Transferee / Party Signature(s)

YYYY-MM-DD

City of Vancouver
By their 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.

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
FOR-PROFIT AFFORDABLE RENTAL HOUSING
6031 DUNBAR STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, PINGHAN HOLDINGS 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 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 RS-5 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District (the “**Rezoning Application**”) to increase the floor space ratio (FSR) from 0.70 to 1.1 and the height from 10.7 m (35 ft.) to 11.5 m (37.4 ft.) to permit the development of two secured residential rental buildings containing a total of nine rental housing units, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner 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 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 Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- D. The Owner and the City are now 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, in satisfaction of the requirements of Section 3.1A of the Vancouver 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 his/her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and his/her successors in function and their respective nominees;
- (h) **“Dwelling Unit”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (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 Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those Dwelling Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing in the Vancouver DCL By-law 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 Vancouver 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 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;
- (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 of the Form C - General Instrument - Part 1, and includes any 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, 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;
- (p) **“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;
- (q) **“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;
- (r) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely Pinghan Holdings Ltd., and its successors and permitted assigns;
- (s) **“Related Person”** means, where the registered or beneficial owner of the For-Profit Affordable Rental 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 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 Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **“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;
- (v) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (w) **“Rezoning Application”** has the meaning ascribed to that term in Recital C;

- (x) **“Rezoning By-law”** means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (y) **“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; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii);
- (aa) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55; and
- (bb) **“Vancouver DCL By-law”** means the City’s Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

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

amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 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 it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain nine (9) Dwelling Units in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Dwelling 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;
- (d) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
 - (i) for a studio \$1,818;
 - (ii) for a one-bedroom - \$2,224;
 - (iii) for a two-bedroom - \$2,912; and
 - (iv) for a three-bedroom - \$4,094,

and the rents proposed to be charged for each For-Profit Affordable Rental Housing Unit are as set forth in the rent roll attached hereto as Schedule A, all of which are subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));

- (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 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 to be sold or

otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.8;

- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), 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(h), 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) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year;
- (m) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

<u>UNIT TYPE</u>	<u>AVERAGE SIZE (APARTMENT)</u>	<u>AVERAGE SIZE (TOWNHOUSE)</u>
Studio	42 square metres	N/A
1 Bedroom	56 square metres	56 square metres
2 Bedrooms	77 square metres	90 square metres
3 Bedrooms	97 square metres	112 square metres
4 Bedrooms	N/A	125 square metres

except that the floor area used for stairways within the townhouse units of two or more storeys is excluded from the calculation of maximum unit size; and

- (n) in the event of the substantial or complete destruction of the New Building 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) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a “**Replacement For-Profit Affordable Rental Housing Unit**”), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 DEVELOPMENT PERMIT 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 Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed 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 this Agreement 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 7, 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 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 Planning, Urban Design and Sustainability:

- (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect, in form and substance satisfactory to the City; and
- (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 7, 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 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged off/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:
- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

ARTICLE 6 ENFORCEMENT

- 6.1 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 7
RELEASE AND INDEMNITY**

7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:

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

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

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

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

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

(c) The indemnities in this ARTICLE 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 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 7.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.1(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 8.2(b) ; and

- (c) Regardless of whether the claim is being defended under Section 8.1(a) or Section 8.1(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.

- 7.3 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 8
NOTICES**

- 8.1 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.

If to the City, addressed to:

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

If to the Owner, addressed to:

Pinghan Holdings Ltd.
2401 - 1077 West Cordova Street
Vancouver, British Columbia
V6C 2C6

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.
- 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 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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*.
- 9.8 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 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(f) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 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).

9.9 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.

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

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

Schedule A
Rent Roll



Job Number: 18047
Reference Address: 6031 Dunbar, Vancouver, BC
Permit Number(s): DP-2021-00006
Date: March 3, 2022
Re: Rent Roll

Unit Number	Unit Type	Starting Monthly Rent
1	2 bedroom	\$2,912
2	2 bedroom	\$2,912
3	2 bedroom	\$2,912
4	2 bedroom	\$2,912
5	4 bedroom	\$4,094
6	4 bedroom	\$4,094
7	3 bedroom	\$4,094
8	3 bedroom	\$4,094
9	3 bedroom	\$4,094

|

Shareholders: Graham Dudge, Architect AIBC, Ernest Goodwin, Senior Technologist, Craig Merca, Architect AIBC

END OF DOCUMENT

{01800090v1}

Housing Agreement and Building Use Covenant
6031 Dunbar Street