

EXPLANATION

**A By-law to amend
Zoning and Development Fee By-law No. 5585
regarding fees for certain areas under the Broadway Plan**

Following the Council meetings on June 22, 2022, Council resolved to amend the Zoning and Development Fee By-law to include fees for certain areas of the Broadway Plan near the subway stations. Enactment of the attached By-law is in accordance with Council's resolutions.

Director of Legal Services
July 19, 2022

BY-LAW NO.

**A By-law to amend
Zoning and Development Fee By-law No. 5585
regarding fees for certain areas under the Broadway Plan**

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

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.
2. In Section 2 of Schedule 2, after Map 1, Council adds Map 2, as attached to this By-law in Schedule A.
3. In Section 3(a) of Schedule 2, Council strikes out "Within the downtown area shown on Map 1, where the site area is smaller than 8 000 m²:" and substitutes "Within the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is smaller than 8 000 m²:".
4. In Section 3(b) of Schedule 2, Council strikes out "Within the downtown area shown on Map 1, where the site area is 8 000 m² or greater but smaller than 40 000 m² or where the proposed floor area is greater than 45 000 m²:" and substitutes "Within the downtown area shown on Map 1 or Broadway area shown on Map 2, where the site area is 8 000 m² or greater but smaller than 40 000 m² or where the proposed floor area is greater than 45 000 m²:".
5. In Section 3(c) of Schedule 2, Council strikes out "Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m²:" and substitutes "Outside the downtown area shown on Map 1 or Broadway area shown on Map 2, where the site area is smaller than 8 000 m²:".
6. In Section 3(d) of Schedule 2, Council strikes out "Outside the downtown area shown on Map 1, where the site is 8 000 m² or greater but smaller than 40 000 m² or where the proposed floor area is greater than 45 000 m²:" and substitutes "Outside the downtown area shown on Map 1 or Broadway area shown on Map 2, where the site area is 8 000 m² or greater but smaller than 40 000 m² or where the proposed floor area is greater than 45 000 m²:".
7. In Section 8(a) of Schedule 2, Council strikes out "Within the downtown area shown on Map 1:" and substitutes "Within the downtown area shown on Map 1 or the Broadway area shown on Map 2:".
8. In Section 8(b) of Schedule 2, Council strikes out "Outside the downtown area shown on Map 1:" and substitutes "Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2:".

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.

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

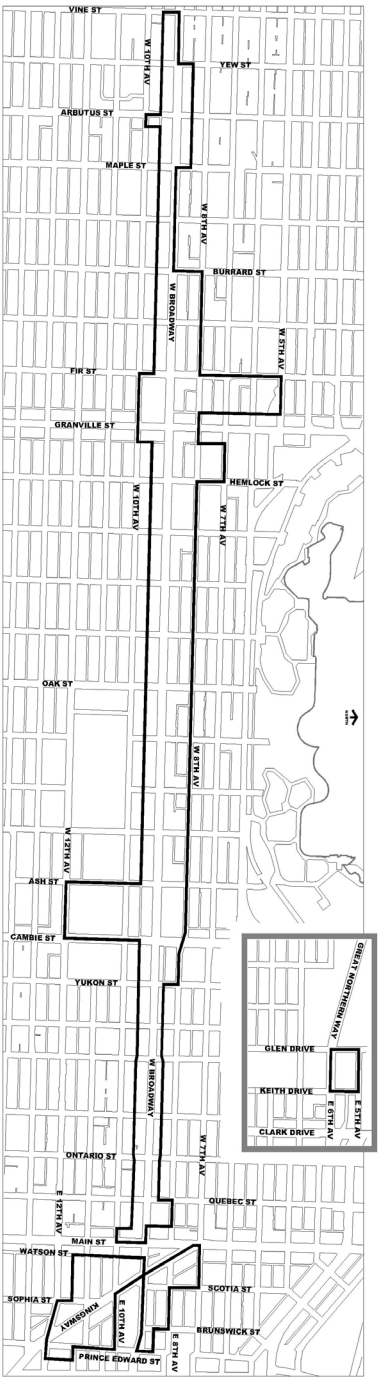
ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A

Map 2

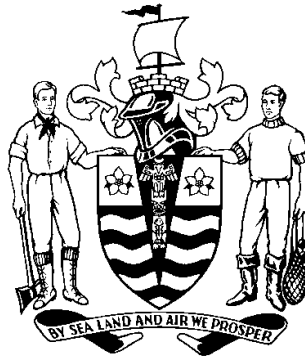


EXPLANATION**A By-law to enact the “Annual Greenhouse Gas and Energy Limits By-law”**

At the Council meeting on May 17, 2022, Council resolved to enact an “Annual Greenhouse Gas and Energy Limits By-law”. Enactment of the attached By-law will implement Council’s resolution.

Director of Legal Services
July 19, 2022

CITY OF VANCOUVER BRITISH COLUMBIA



ANNUAL GREENHOUSE GAS AND ENERGY LIMITS 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 establish greenhouse gas emission and heat energy intensity limits

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 “Annual Greenhouse Gas and Energy Limits By-law”.

Intent and application

1.2 This By-law establishes greenhouse gas emission and heat energy intensity limits for large existing buildings, to help reduce carbon pollution from buildings by 50% by 2030 and 100% before 2050.

1.3 This By-law does not apply to residential buildings that are less than 4 storeys tall.

Responsibility of the Owner of a Building

1.4 Every owner of a building, or part of a building, must comply with the provisions of this By-law.

Definitions

1.5 In this By-law:

“Building” means any structure with a gross floor area equal to or larger than 4,645 m² used or intended to support or shelter any use or occupancy that is listed in Table 1;

“Building By-law” means the Building By-law of the City;

“City” means the City of Vancouver;

“Director of Planning” means the person appointed by Council under section 560 of the Vancouver Charter and any person authorized to act on behalf of the Director of Planning;

“Energy and carbon reporting” means providing to the City the total energy consumed, separated by fuel type, for the previous calendar year and other descriptive information for a building in a form established by the Director of Planning for an ongoing review of a building’s energy and greenhouse gas emissions performance;

“Existing buildings” means buildings lawfully constructed and completed under a building permit, if a building permit was required;

“Greenhouse gas (GHG) emissions” means carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O) gases emitted as a result of energy consumption in a building, and expressed in carbon dioxide equivalent (CO₂e), a unit of measure that combines the three gases by multiplying each by their global warming potential and adding them together;

“Gross floor area” or “GFA” means the sum of the area of every floor in a building, measured between the outside surface of the exterior walls, including all areas inside a building, other than crawl spaces or exterior spaces such as balconies, patios, parking and covered walkways;

“Heat energy” means the total gas used in a building operation plus district heat that is consumed inside the building (excluding the electricity portion), measured in gigajoules of energy equivalent per square meter of gross floor area per year (GJ/m²/year);

“Lessee” means a person or organization occupying a building, or part of a building or premises under a rental or lease agreement;

“Major occupancy” means the principal occupancy for which a building or part thereof is used or intended to be used as classified in Table 1 of this By-law, and must comprise at least 50% of the building GFA to be considered the major occupancy;

“Mixed Use Building” or “MUB” means a building that contains multiple occupancies set out in Table 1, none of which are greater than 50% of the total GFA, including parking GFA;

“Owner” means a registered owner, a holder of an agreement for sale and purchase and, in the case of Crown-owned lands, owner shall mean the occupier;

“Site energy” means electricity, natural gas, steam, or other fuel types including renewable on-site electricity generation that are used directly by the building and reflected on the utility bills; and

“Utility provider” means a person or organization that distributes or sells natural gas, electric, water, district heating and cooling or thermal energy services for buildings.

SECTION 2 ENERGY AND CARBON REPORTING

2.1 Every owner of a building, or part of a building, with a GFA equal to or exceeding 9,290 m² for major occupancies A1, A2, A3, A4, D, E F1, F2, F3 and MUBs in which the sum of the floor area for these occupancies is 50% of the building’s GFA must:

- (a) submit to the City an energy and carbon report for the 2023 calendar year by June 1, 2024; and
- (b) submit to the City an energy and carbon report annually by June 1 for each subsequent calendar year.

2.2 Every owner of a building, or part of a building, with a GFA equal to or exceeding 4,645 m² but less than 9,290 m² for major occupancies A1, A2, A3, A4, D and E , F1, F2, F3 and MUBs in which the sum of the floor area of these occupancies is 50% or greater of the building's GFA must:

- (a) submit to the City the initial energy and carbon report for the 2024 calendar year by June 1, 2025; and
- (b) submit to the City an energy and carbon report annually by June 1 for each subsequent calendar year.

2.3 Every owner of a building, or part of a building, with a GFA equal to or exceeding 9,290 m² for major occupancies B3, C and MUBs in which the sum of the floor area of these occupancies is 50% or greater of the building GFA must:

- (a) submit to the City an energy and carbon report for the 2024 calendar year by June 1, 2025; and
- (b) submit to the City an energy and carbon report annually by June 1 for each subsequent calendar year.

2.4 Every owner of a building, or part of a building, with a GFA equal to or exceeding 4,645 m² and less than 9,290 m² for major occupancies B3, C and MUBs in which the sum of the floor area of these occupancies is 50% or greater of the building GFA must:

- (a) submit to the City an energy and carbon report for the 2025 calendar year by June 1, 2026; and
- (b) submit to the City an energy and carbon report annually by June 1 for each subsequent calendar year.

Content of Energy and Carbon Report

2.5 Every energy and carbon report must include, separately for each building:

- (a) descriptive information, as follows:
 - (i) building address;
 - (ii) building's primary occupancy;
 - (iii) other occupancies;
 - (iv) gross floor area for each building occupancy;
 - (v) percentage of building occupied;
 - (vi) name of person submitting the report;
 - (vii) owner(s) of the building;
 - (viii) year of construction;
 - (ix) number of storeys; and
 - (x) number of active energy meters by fuel type; and
- (b) building performance information, as follows:

- (i) annual site energy use for each energy/fuel type;
- (ii) annual site energy use intensity;
- (iii) annual weather normalized site energy use intensity,
- (iv) annual greenhouse gas emissions;
- (v) annual greenhouse gas emissions by energy/fuel type;
- (vi) monthly site energy use and greenhouse gas emissions by energy fuel type;
- (vii) individual monthly fuel consumption in their respective units; and
- (viii) proof of amount of energy use by fuel type.

2.6 Every energy and carbon report may include general comments, to explain the building's site energy use and GHG emissions calculation and performance.

Owner to ensure data reported

2.7 Every owner of a building, or part of a building, must ensure that all data required by this By-law is reported for all parts of a building they own.

2.8 Each owner may submit an energy and carbon report for the building or part of a building they own.

2.9 One or more owners of a building may agree to submit a joint energy and carbon report that sets out the required data for all parts of the building they collectively own.

Compiling Data

2.10 Data for energy and carbon reports may be compiled using one or more of the following:

- (a) obtaining data through utility provider web services integration with ENERGY STAR Portfolio Manager;
- (b) obtaining aggregated whole-building data for all 12 calendar months from a utility provider; and
- (c) collecting site energy data from all lessees.

Exemption from reporting

2.11 The owner of a building, or part of a building, is exempt from filing an energy and carbon report for the current reporting year if a demolition permit for the entire building was issued during the calendar year for which an energy and carbon report is required, provided that the demolition work had commenced and occupancy of the building was no longer possible prior to the end of that year.

2.12 The Director of Planning may grant an owner of a building, or part of a building, one extension of 2 months annually to complete and submit the required energy and carbon report, provided the owner of a building, or part of a building, seeks an extension before the report was due and the owner sets out in writing why the extension is needed.

2.13 Before granting an extension, the Director of Planning must consider whether an extension is reasonable based on:

- (a) the complexity of the required report;
- (b) the reasons for the request; and
- (c) the frequency of extension requests.

Record keeping and release of information

2.14 Every owner of a building, or part of a building, must maintain all records necessary to establish compliance with this By-law for a period of five years.

2.15 The City and its inspectors may inspect records and perform an audit, including on-site inspections, as is considered necessary to verify any information provided.

2.16 Every owner of a building, or part of a building, must present records for inspection and audit, within 10 days of a written request by the Director of Planning.

2.17 The Director of Planning may make available to the public the anonymized information and analysis for the previous calendar year for all buildings whose owners are required to report, but individual building site energy use and greenhouse gas emissions information will not be publically disclosed, unless the owner of a building, or part of a building, chooses to do so voluntarily.

2.18 The Director of Planning may determine if any energy and carbon reporting information should be excluded from public disclosure.

2.19 If an owner of a building, or part of a building, learns that any information reported as part of an energy and carbon report is inaccurate or incomplete, the owner must amend the report and provide the Director of Planning with an update within 30 days of learning of the inaccuracy or incompleteness.

2.20 If an energy and carbon report for a building, or part of a building, is flagged for information errors, the owner of the building, or part of the building, that has been flagged must complete and submit an information verification checklist as ordered by the Director of Planning, which may include certification of the information by a registered professional.

2.21 This By-law does not authorize an owner of a building, or part of a building, to use lessee energy usage data for purposes other than compliance with this By-law.

2.22 Compliance with this By-law does not excuse owners of a building, or part of a building, from compliance with regional, provincial or federal energy and carbon reporting requirements.

2.23 A person must not submit information required by this By-law that is false or incorrect.

SECTION 3 BUILDING OPERATIONAL GHG EMISSION AND HEAT ENERGY LIMITS

GHG Emission Limits

3.1 Every owner of a building, or part of a building, with a GFA equal to or exceeding 9,290 m² of the major occupancies listed below, and MUBs in which the sum of the floor area of these occupancies is 50% or greater of the building GFA, must not cause, permit or allow the building to operate so that the total GHG emissions from metered natural gas and district energy used in a calendar year exceeds:

- (a) 25 kg CO₂e/m² of GFA for D Major Occupancies after January 1, 2026;
- (b) 14 kg CO₂e/m² of GFA for E Major Occupancies after January 1, 2026; and
- (c) 0 kg CO₂e/m² of GFA for D Major Occupancies, E Major Occupancies and MUBs in which the sum of the floor area of these occupancies is 50% or greater of the building GFA, effective January 1, 2040.

Heat Energy Limits

3.2 Every owner of a building, or part of a building, with a GFA exceeding 9,290 m² of the major occupancies listed below and MUBs in which the sum of the floor area of these occupancies is 50% or greater of the building GFA must not cause, permit or allow the building to operate so that the total heat energy used in a calendar year exceeds:

- (a) 0.09 GJ/m² of GFA for D Major Occupancies without a connection to a district energy utility provider, after January 1, 2040;
- (b) 0.09 GJ/m² of GFA for D Major Occupancies connected to a district energy utility provider, after January 1, 2040;
- (c) 0.09 GJ/m² of GFA for E Major Occupancies without a connection to a district energy utility provider, after January 1, 2040; and
- (d) 0.09 GJ/m² of GFA for E Major Occupancies connected to a district energy utility provider, after January 1, 2040.

SECTION 4 CARBON EMISSIONS OPERATING PERMIT

4.1 An owner of a building, or part of a building, that is subject to section 3 must apply for and obtain an annual carbon emissions operating permit, and pay an annual permit fee as set out below for the emissions from the previous calendar year.

4.2 An application for a carbon emissions operating permit must show the amount of carbon in excess of the allowed amount that the building emitted in the previous calendar year.

Permit Issuance

4.3 The Director of Planning must issue a carbon emissions operating permit to an applicant when the requirements of this By-law are met.

Permit Refusal

4.4 The Director of Planning may refuse to issue a carbon emissions operating permit if any required documents:

- (a) are incomplete, or do not comply with the provisions of this By-law; or
- (b) contain false or incorrect information.

4.5 If requested by the applicant, the Director of Planning must provide reasons for the refusal to issue a permit.

Conditions on Permits

4.6 The Director of Planning may impose conditions on carbon emissions operating permits including conditions regarding:

- (a) notifications and notices;
- (b) deadlines for completion;
- (c) responsibilities of the owner of the building and registered professionals; and
- (d) compliance with this By-law and other enactments.

Requirement for New Permit

4.7 Except as otherwise permitted in this By-law, an owner of a building, or part of a building, must annually apply for a new permit prior to the expiry of the previous year's permit.

Permit Expiry

4.8 A permit shall expire and the rights of a permit holder under the permit shall terminate on the expiry date noted on the permit.

Permit Revocation

4.9 The Director of Planning may revoke a permit if:

- (a) there is a contravention of any permit condition;
- (b) the permit was issued in error; or
- (c) the permit was issued on the basis of false or incorrect information.

Fees for permit

4.10 In order to apply for a permit, an owner of a building, or part of a building, must pay \$500 to the City for an annual carbon emissions operating permit fee for the whole building, plus additional fees per building due to sections 4.11 and 4.12.

4.11 An owner of a building, or part of a building, that exceeds the GHG emissions limit for the previous calendar year in section 3 must pay an additional permit fee of \$350 per tonne of CO₂e for the GHG emissions that exceed the limit for an annual carbon emissions operating permit, according to the following calculation:

$$\left(\frac{\text{building GHG emissions } \left(\text{kg} \frac{\text{CO}_2\text{e}}{\text{m}^2} \right) \times \text{GFA}}{1000} - \frac{\text{GHG emissions limit } \left(\text{kg} \frac{\text{CO}_2\text{e}}{\text{m}^2} \right) \times \text{GFA}}{1000} \right) \times \$350.$$

4.12 An owner of a building, or part of a building, that exceeds the heat energy limit for the previous year in section 3 must pay an additional permit fee of \$100 per GJ for the heat energy that exceeds the limit for an annual carbon emissions operating permit, according to the following calculation:

$$\left(\text{building Heat Energy } \left(\frac{\text{GJ}}{\text{m}^2} \right) \times \text{GFA} \right) - \left(\text{Heat Energy limit } \left(\frac{\text{GJ}}{\text{m}^2} \right) \times \text{GFA} \right) \times \$100.$$

SECTION 5 AUTHORITIES OF THE DIRECTOR OF PLANNING

Administrator

5.1 The Director of Planning is authorized to administer this By-law, and may create such forms or applications as are necessary to do so.

Filing Documents and Inspection of Records

5.2 The Director of Planning may keep copies of applications received, permits and orders issued, inspections and papers and documents connected with the administration of this by-law, for such time as is necessary to administer this By-law.

Proof of Compliance

5.3 The Director of Planning may issue an order in writing to an owner or owners requiring them to:

- (a) submit sufficient evidence to the City, at the expense of the owner of the building, or portion of the building, to determine the validity of the energy and carbon report submitted by the owner; and
- (b) take any other step necessary to comply with this By-law.

Data Sharing

5.4 If permitted under the Freedom of Information and Protection of Privacy Act, the Director of Planning may disclose any data from energy and carbon reports to a third party for academic or other non-commercial research purposes provided that such data is anonymized, unless it is shared with a government in which case it may be non-anonymized.

SECTION 6 VIOLATIONS AND AUTHORITY

Offences

6.1 Every owner of a building, or portion of a building, is guilty of an offence against this By-law and liable to penalties if they:

- (a) violate any of the provisions of this By-law;
- (b) suffer or permit any act or thing to be done in contravention or in violation of any of the provisions of this By-law;
- (c) neglect to do or refrain from doing anything required to be done by any of the provisions of this By-law; or
- (d) fail to comply with an order or notice given under this By-law.

SECTION 7 ENACTMENT

Severability

7.1 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

7.2. This by-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Table 1
Major Occupancy Classification
in accordance with the Building By-law

Group	Division	Description of Major Occupancy
A	1	Assembly occupancies intended for production and viewing of performing arts
A	2	Assembly occupancies not elsewhere classified in Group A
A	3	Assembly occupancies of the arena type
A	4	Assembly occupancies in which occupants are gathered in the open air
B	3	Care occupancies
C	-	Residential occupancies
D	-	Business and personal services occupancies
E	-	Mercantile occupancies
F	1	High-hazard industrial occupancies
F	2	Medium-hazard industrial occupancies
F	3	Low-hazard industrial occupancies

EXPLANATION**A By-law to amend Impounding By-law No. 3519
regarding fuel surcharge increase**

Following the Council meeting on July 5, 2022, Council resolved to amend the Impounding By-law regarding fuel surcharge increase. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 19, 2022

BY-LAW NO. _____

**A By-law to amend Impounding By-law No. 3519
regarding fuel surcharge increase**

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

1. This By-law amends the indicated provisions of the Impounding By-law No. 3519.
2. In Schedule A, Council:
 - (a) strikes out "Plus fuel surcharge of 12%" wherever it appears and substitutes "Plus fuel surcharge of 26%";
 - (b) strikes out "plus, a fuel surcharge to a maximum of 8.5%..... \$8.50" and substitutes "Plus a fuel surcharge of 26%";
 - (c) strikes out "plus, a fuel surcharge to a maximum of 8.5% \$17.00" and substitutes "Plus a fuel surcharge of 26%"; and
 - (d) strikes out "plus, a fuel surcharge to a maximum of 8.5% \$25.50" and substitutes "Plus a fuel surcharge of 26%".
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**A By-law to amend Vehicles for Hire By-law No. 6066
regarding fuel surcharge increase**

Following the Council meeting on July 5, 2022, Council resolved to amend the Vehicles for Hire By-law regarding fuel surcharge increase. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 19, 2022

BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding fuel surcharge increase**

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

1. This By-law amends the indicated provisions and schedules of the Vehicles for Hire By-law No. 6066.
2. In Schedule C, Council:
 - (a) strikes out "Plus fuel surcharge of 13.5% on the above rates" wherever it appears and substitutes "Plus fuel surcharge of 26% on the above rates"; and
 - (b) strikes out "Plus fuel surcharge of 13.5% on the above rate" wherever it appears and substitutes "Plus fuel surcharge of 26% on the above rate".
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**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

Following the Public Hearing on November 18 and 25, 2021, Council gave conditional approval to the rezoning of the site at 8460 Ash Street and 8495 Cambie 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
July 19, 2022

8460 Ash Street and
8495 Cambie 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 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 (823).

Sub-areas

3. The site is to consist of three sub-areas generally as illustrated in Figure 1, solely for the purposes of establishing the permitted uses and maximum permitted building height for each sub-area.

Figure 1 – Sub-areas



Uses

4. 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 within CD-1 (823) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law, and Multiple Dwelling;
- (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

5.1 The design and layout of at least 50% of the social housing units and at least 35% of the secured rental dwelling units must:

- (a) be suitable for family housing; and
- (b) include two or more bedrooms.

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

- (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.

5.3 The Director of Planning may vary the use conditions of section 5.2 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this By-law.

5.4 Commercial uses shall only be permitted in Sub-area C.

Floor Area and Density

6.1 Computation of floor space ratio must assume that the site consists of 5,900.3 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses combined must not exceed 8.26.

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

6.4 The total floor area for social housing must not be less than 10,810 m².

6.5 The total floor area for commercial uses must not be less than 180 m².

6.6 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the floor area being provided for dwelling uses and 8% of the floor area being provided for all other uses; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, 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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
- (e) all residential storage area above or below base surface, except that if 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.

Building Height

7.1 Buildings in each sub-area must not exceed the maximum height for that sub-area, measured from base surface, as set out in Figure 2.

7.2 Despite section 7.1 of this By-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits common indoor rooftop amenity space in a sub-area, the height of the portion of the building with the common indoor amenity space must not exceed the maximum permitted height for that sub-area, as set out in Figure 2.

Figure 2 – Maximum Permitted Building Height

Sub-area	Building height	Building height including common indoor rooftop amenity spaces
A	84 m	92 m
B	54 m	62 m
C	95 m	103 m

Horizontal Angle of Daylight

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

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

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

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council and the minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any adjoining site.

8.6 A habitable room referred to in section 8.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit; or
 - (ii) 9.3 m².

Acoustics

9. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustical 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

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



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 September 21 and 23, 2021, Council gave conditional approval to the rezoning of the site at 3449-3479 West 41st Avenue and 5664 Collingwood 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
July 19, 2022

3449 – 3479 West 41st Avenue
and 5664 Collingwood 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 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 (824).

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

- (a) Dwelling Uses, limited to Multiple Dwelling; 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 total number of dwelling units must:
- (a) be suitable for family housing; and
 - (b) include two or more bedrooms.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 2,635 m², being the site area 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 2.73.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, 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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
- (e) all residential storage area above or below base surface, except that if 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.

Building Height

6. Building height, measured from base surface, must not exceed 21 m.

Horizontal Angle of Daylight

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

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

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

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

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 acoustical 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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this By-law.

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

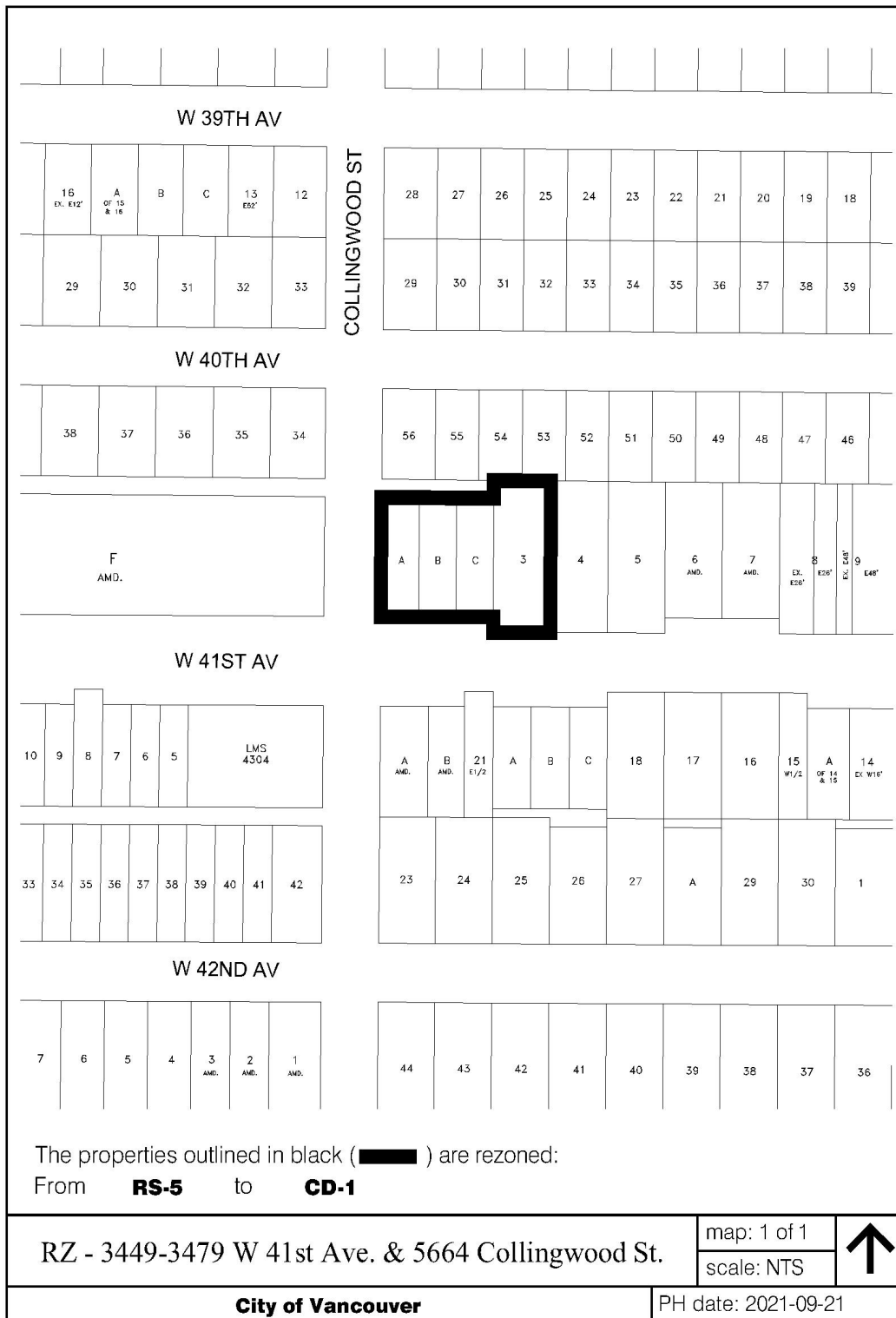
11. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearing on July 6, 2021, Council gave conditional approval to the rezoning of the site at 1405 East 15th Avenue and 3047-3071 Maddams 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
July 19, 2022

1405 East 15th Avenue and
3047-3071 Maddams 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-794 (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 (825).

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

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

Conditions of Use

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

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

4.2 There shall be no dwelling units above the 6th storey.

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 1,768.2 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 must not exceed 2.71.

5.3 Computation of floor area must include all floors, 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.

5.4 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;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 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 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

Building Height

6. Building height, measured from base surface, must not exceed 21 m.

Horizontal angle of daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted on adjoining parcels.

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 acoustical 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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (825).

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
to rezone an area to CD-1**

Following the Public Hearings on October 27, 28, and 29, 2020, Council gave conditional approval to the rezoning of the site at 24 East Broadway and 2520 Ontario 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
July 19, 2022

24 East Broadway and 2520 Ontario 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-780 (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 in Schedule A is hereby designated CD-1 (826).

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 the By-law or in a development permit, the only uses permitted within CD-1 (826), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Institutional Uses;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Use customarily ancillary to any use permitted by this section 3.

Floor Area and Density

4.1 Computation of floor space ratio must assume that the site consists of 1,499.1 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio must not exceed 7.5.

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

4.4 Computation of floor area must exclude:

- (a) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls; and
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length.

4.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) amenity areas, except that the total exclusion must not exceed, in aggregate, 1,000 m² of the permitted floor area; and
- (b) unenclosed outdoor areas underneath the building overhangs, at grade level, except that such areas must remain unenclosed for the life of the building.

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any use other than what which justified the exclusion.

Building Height

5. Building height, measured from base surface to top of parapet, must not exceed 45.1 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.

Zoning and Development By-law

6. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1.

Severability

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.

Force and Effect

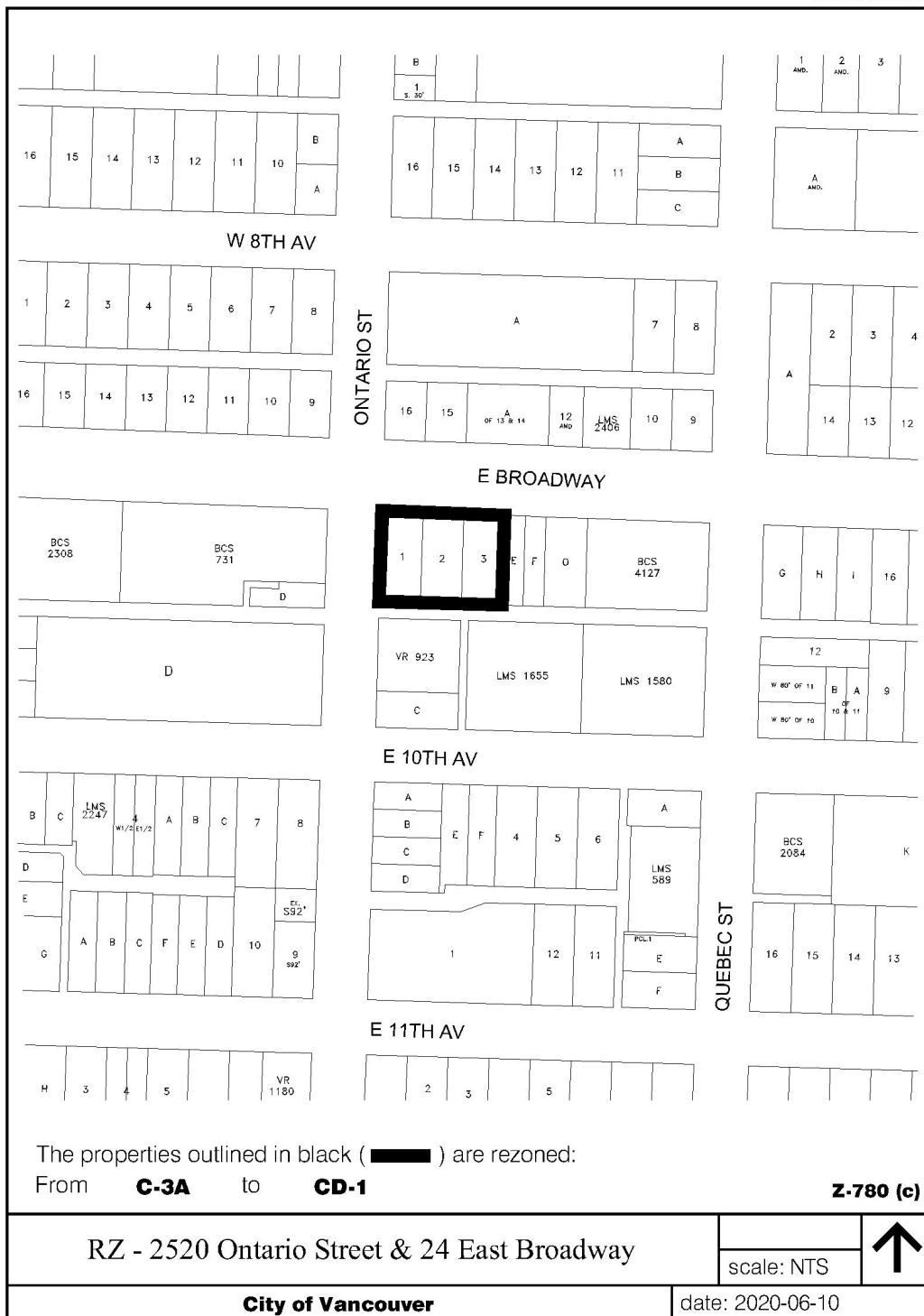
8. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearings on October 6, 2020, Council gave conditional approval to the rezoning of the site at 564-570 West 49th 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
July 19, 2022

564-570 West 49th 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-779 (a) 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 (827).

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

- (a) Dwelling Uses, limited to Multiple Dwelling; 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 area must assume that the site area is 1,270.6 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 1.95.

5.3 The floor area of common indoor rooftop amenity space, if permitted, must not exceed 70.2 m².

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 sq. m 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

6.1 Building height, measured from base surface, must not exceed 15.4 m.

6.2 Despite section 6.1 of this By-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits a common indoor rooftop amenity space, the height of the portion of the building with the common indoor amenity space and guardrails for roof deck must not exceed 18.4 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD 1 (827).

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (827).

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



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

Following the Public Hearings on November 16 and 23, 2021, Council gave conditional approval to the rezoning of the site at 1837-1863 East 11th Avenue and 2631-2685 Victoria Drive. 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
July 19, 2022

1837-1863 East 11th Avenue and
2631-2685 Victoria Drive

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 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 (828).

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

- (a) Dwelling Uses, limited to Multiple Dwelling; 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; and
- (b) include two or more bedrooms.

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site area is 2,704.5 m², being the site area 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 2.87.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total floor area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, 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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if 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;
- (e) entries, porches and verandahs located in the heritage building provided that:
 - (i) they are open or protected by guards that do not exceed the required minimum height;
 - (ii) the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the entry, porch or verandah floor; and
 - (iii) the total area being excluded, when combined with the balcony and deck exclusions under subsection 5.4(a), does not exceed 12% of the floor area being provided.

5.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses.

Building Height

6. Building height, measured from base surface, must not exceed 20.5 m.

Horizontal Angle of Daylight

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

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

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

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

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

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 acoustical 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	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

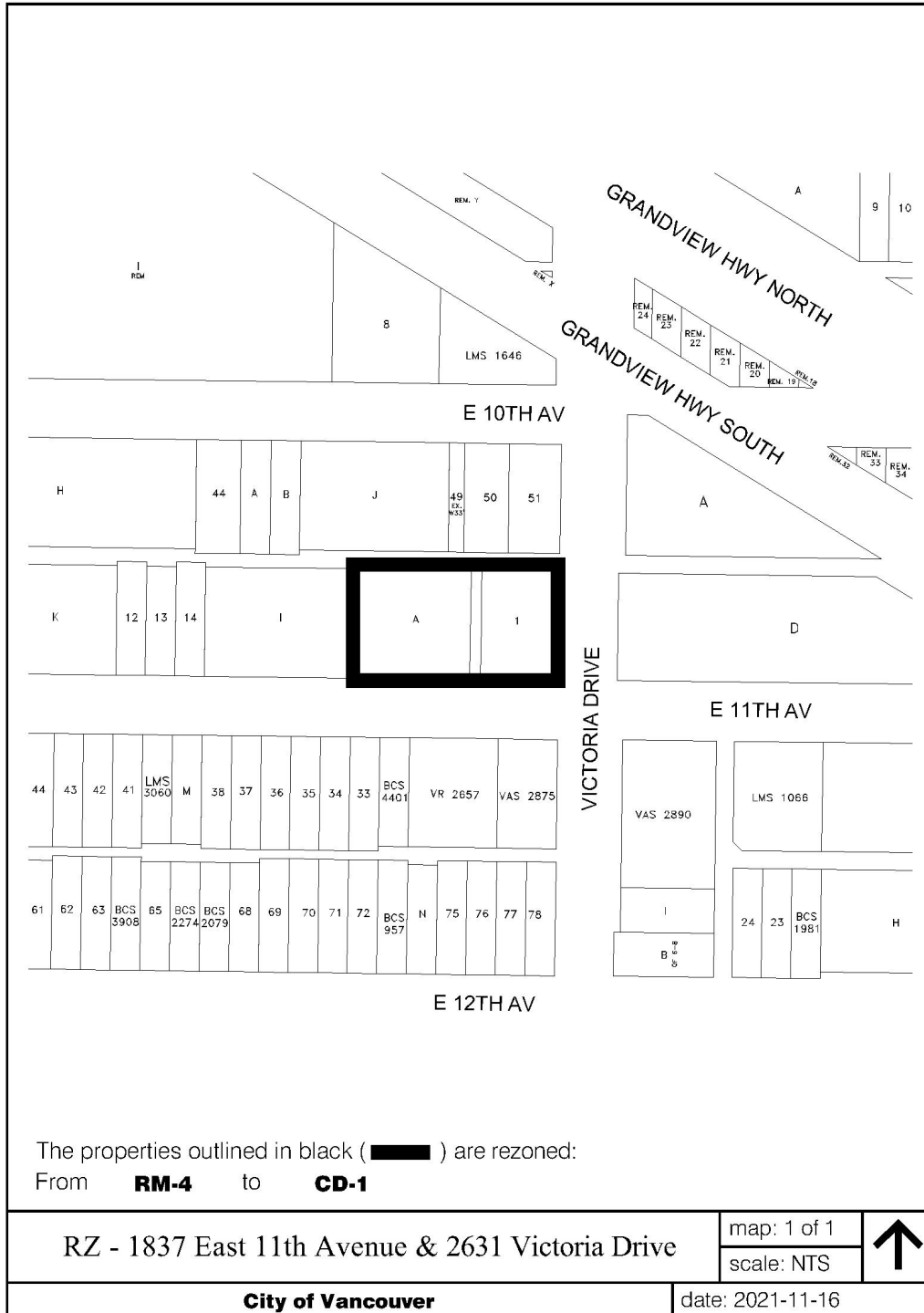
10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



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

Following the Public Hearings on December 2 and 10, 2020, Council gave conditional approval to the rezoning of the site at 724 East 56th 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
July 19, 2022

724 East 56th 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-781 (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 (829).

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

- (a) Dwelling Uses, limited to Multiple Dwelling and Infill 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% the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 763.4 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 must not exceed 1.40.

5.3 Computation of floor area must include all floors, 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.

5.4 Computation of floor area must exclude:

- (a) areas of undeveloped floors which are located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (b) floors below finished grade with a ceiling height of less than 1.2 m;
- (c) open covered porches, 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 8% of the permitted floor area, and
 - (ii) balconies must not be enclosed for the life of the building;
- (d) patios, roof gardens, and roof decks, provided that the Director of Planning first approves the design of sunroofs and walls;
- (e) 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
- (f) 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.

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

Building Height

6. Building height, measured from base surface, must not exceed 10.7 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in Section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted on adjoining parcels.

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

Number of Principal Buildings

9. A maximum of two principal buildings is permitted for the site.

Zoning and Development By-law

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (829).

Severability

11. 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

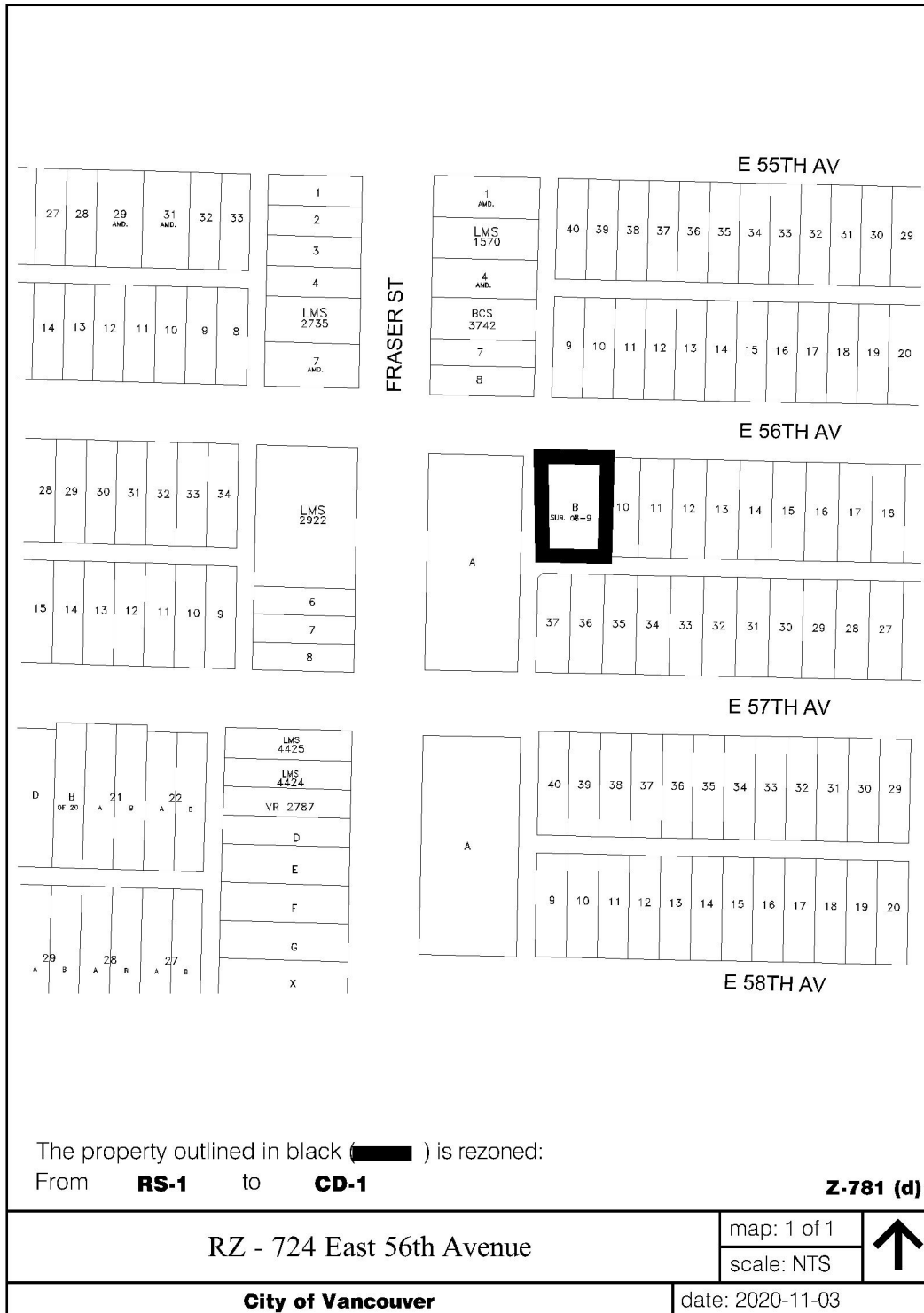
12. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearings on December 2 and 10, 2020, Council gave conditional approval to the rezoning of the site at 7280 Fraser Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 19, 2022

7280 Fraser 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-781 (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 (830).

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 (830), 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, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal

Studio, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;

- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory uses customarily ancillary to the uses permitted in this Section.

Conditions of Use

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

4.2 All commercial uses and accessory uses must 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.

4.3 The design and lay-out of at least 35% of the dwelling units must:

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 2,358.8 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 must not exceed 3.24.

5.3 Computation of floor area must include:

- (a) all floors, 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; and

- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

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 does not exceed 12% of the residential floor area being provided; 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 that are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (d) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed 10% of the total permitted floor area; and
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

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

Building Height

6. Building height, measured from base surface, must not exceed 22.2 m, except that elevator and stairway enclosures to access the outdoor rooftop amenity deck must not exceed 25.4 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in Section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted on adjoining parcels.

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (830).

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

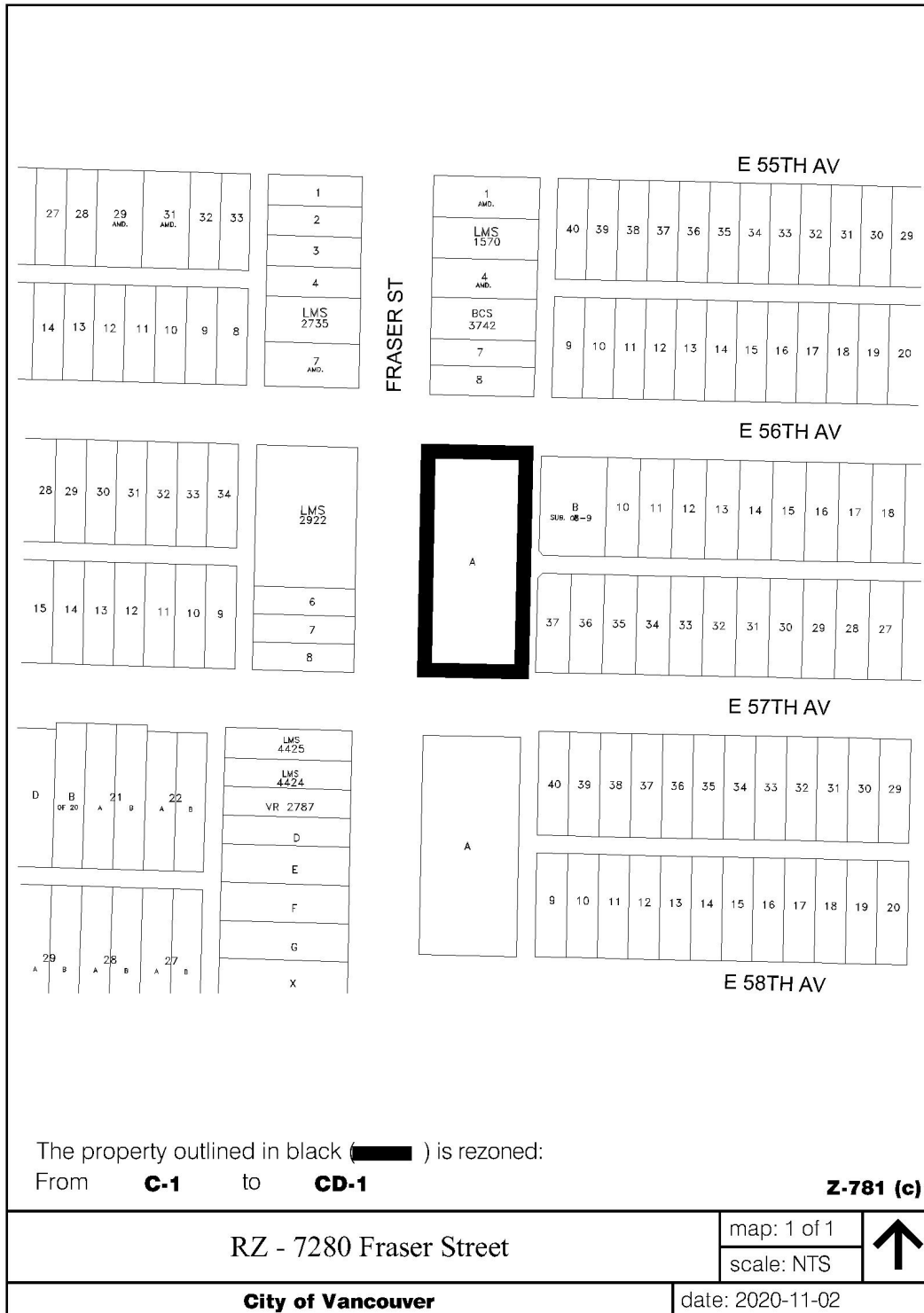
11. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearing on March 3, 2022, Council gave conditional approval to the rezoning of the site at 277-291 West 42nd 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
July 19, 2022

277-291 West 42nd 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 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 (831).

Definitions

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

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

Uses

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (831) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Conditions of Use

5.1 A minimum of 20% of the total dwelling unit area must be secured as moderate income rental housing units.

5.2 The design and layout of at least 35% of the total number of moderate income dwelling units and at least 35% of the total number of other dwelling units must:

- (a) be suitable for family housing; and
- (b) include two or more bedrooms.

Floor Area and Density

6.1 Computation of floor area must assume that the site area is 1,785 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

6.2 The floor space ratio for all uses must not exceed 6.73.

6.3 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.

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, 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.

6.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses.

6.6 Where floor area associated with residential storage area is excluded, a minimum of 20% of excluded floor area above base surface must be located within the moderate income rental housing units as storage area.

Building Height

7.1 Building height, measured from base surface, must not exceed 57.0 m.

7.2 Despite section 6.1 of this By-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits a common indoor rooftop amenity space, the height of the portion of the building with the common indoor amenity space must not exceed 61.3 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in Section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any adjoining site.

8.6 A habitable room referred to in Section 8.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

9. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustical 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

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

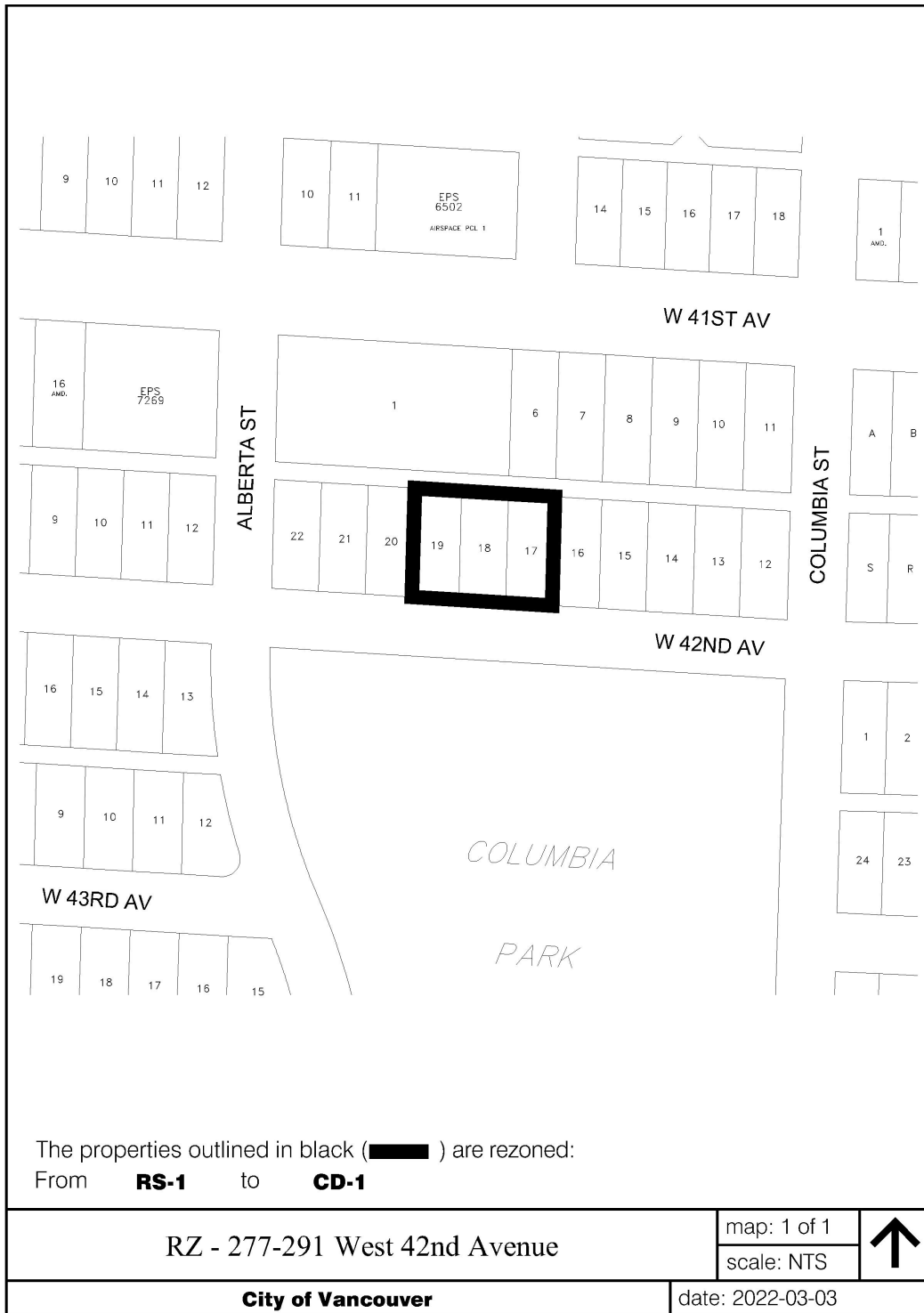
11. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearing on December 10, 2019, Council gave conditional approval to the rezoning of the site at 319-359 West 49th 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
July 19, 2022

319-359 West 49th 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-761 (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 (832).

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 (832), 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, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (c) Office Uses, limited to General Office and Health Care Office;
- (d) Retail Uses, limited to Grocery or Drug Store, Retail Store, and Small-scale Pharmacy;
- (e) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, and School – Vocational or Trade;
- (f) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of Use

- 4.1 There shall be no dwelling units above the fourth storey.
- 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, 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 area must assume that the site area is 2,012.47 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.
- 5.2 The floor space ratio for all uses must not exceed 2.30.
- 5.3 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.
- 5.4 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 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.

5.5 Computation of floor area may exclude amenity areas, including common indoor amenity space on the fifth floor, which must not exceed 83.6 m² (900 sq. ft.), except that the total exclusions for amenity areas must not exceed 10% of permitted floor area.

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

Building Height

6. Building height, measured from base surface to top of parapet, must not exceed 18.1 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (832).

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.

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.

Zoning and Development By-law

Severability

Force and effect

ENACTED by Council this day of , 2022

City Clerk

Schedule A



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1166 West Pender Street**

Following the Public Hearing on July 9, 2019, Council gave conditional approval to the rezoning of the site at 1166 West Pender Street. The Director of Planning has advised that all other prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 19, 2022

1166 West Pender 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-755 (a) 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 (833).

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

- (a) Cultural and Recreational Uses;
- (b) Institutional Uses;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Uses customarily ancillary to any use permitted in this section.

Building height

4. The building height, measured above the base surface, must not exceed 120.0 m.

Floor area and density

5.1 Computation of floor space ratio must assume that the site consists of 1,731 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to dedications.

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

- (a) patios or roof gardens only if the Director of Planning first approves the design of sunroofs and wall; and
- (b) 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.

- (a) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20% of the permitted floor area or 929 m²; and
- (b) unenclosed outdoor areas underneath the building overhangs, at grade level, except that such areas must remain unenclosed for the life of the building.

Zoning and Development By-law

Severability

Force and effect

ENACTED by Council this day of _____, 2022

City Clerk

Schedule A



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

Following the Public Hearings on June 15, 29, and 30, 2021, Council gave conditional approval to the rezoning of the site at 1317 Richards Street and 508 Drake 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
July 19, 2022

1317 Richards Street and 508 Drake 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-892 (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 (834).

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 (834), 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 uses in this Section;
- (b) Institutional Uses, limited to Church, Child Day Care Facility and Social Service Centre;
- (c) Cultural and Recreational Uses, limited to Arts and Culture Indoor Event; and
- (d) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4. All residential floor area must be used for social housing.

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 1,115.4 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 14.0.

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;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 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 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

Building Height

6. Building height, measured from base surface to the top of the mechanical penthouse, must not exceed 125.2 m.

Horizontal Angle of Daylight

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

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

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the center 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 (834).

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 acoustical 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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (834).

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

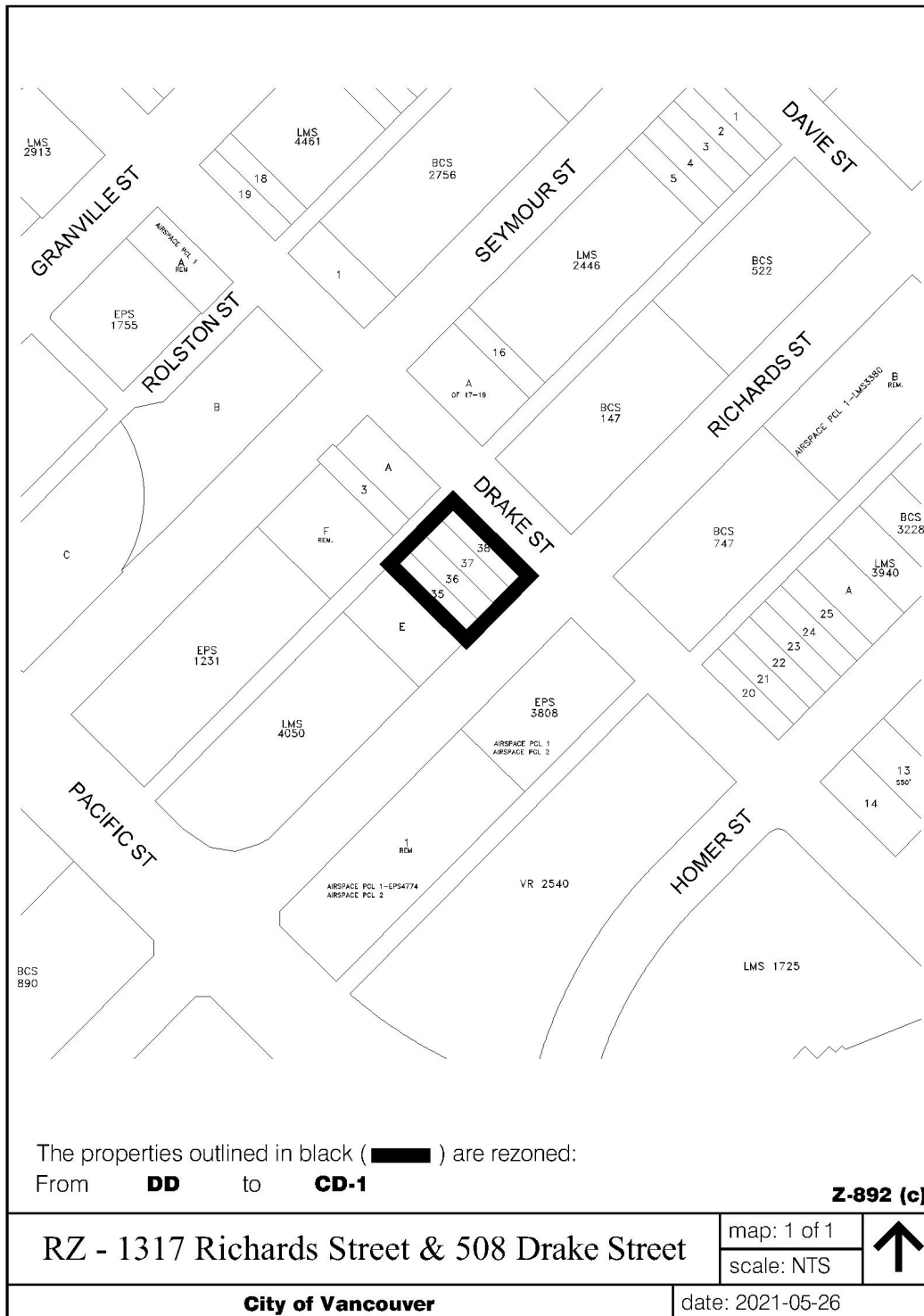
11. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearing on May 26, 2020, Council gave conditional approval to the rezoning of the site at 443 Seymour 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
July 19, 2022

443 Seymour 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-767 (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 (835).

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

- (a) Cultural and Recreational Uses;
- (b) Institutional Uses;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Uses customarily ancillary to any use permitted in this section.

Floor Area and Density

4.1 Computation of floor space ratio must assume that the site consists of 1,737.2 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to dedications.

4.2 The floor space ratio must not exceed 22.47.

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

4.4 Computation of floor area must exclude:

- (a) patios or roof gardens only if the Director of Planning first approves the design of sunroofs and wall; and
- (b) 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.

4.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) amenity areas, except that the exclusion must not exceed, in aggregate, 10% of the permitted floor area; and
- (b) unenclosed outdoor areas underneath the building overhangs, at grade level, except that such areas must remain unenclosed for the life of the building.

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

Building Height

5. The building height, measured above the base surface, must not exceed 104.81 m.

Zoning and Development By-law

6. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (835).

Severability

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.

Force and Effect

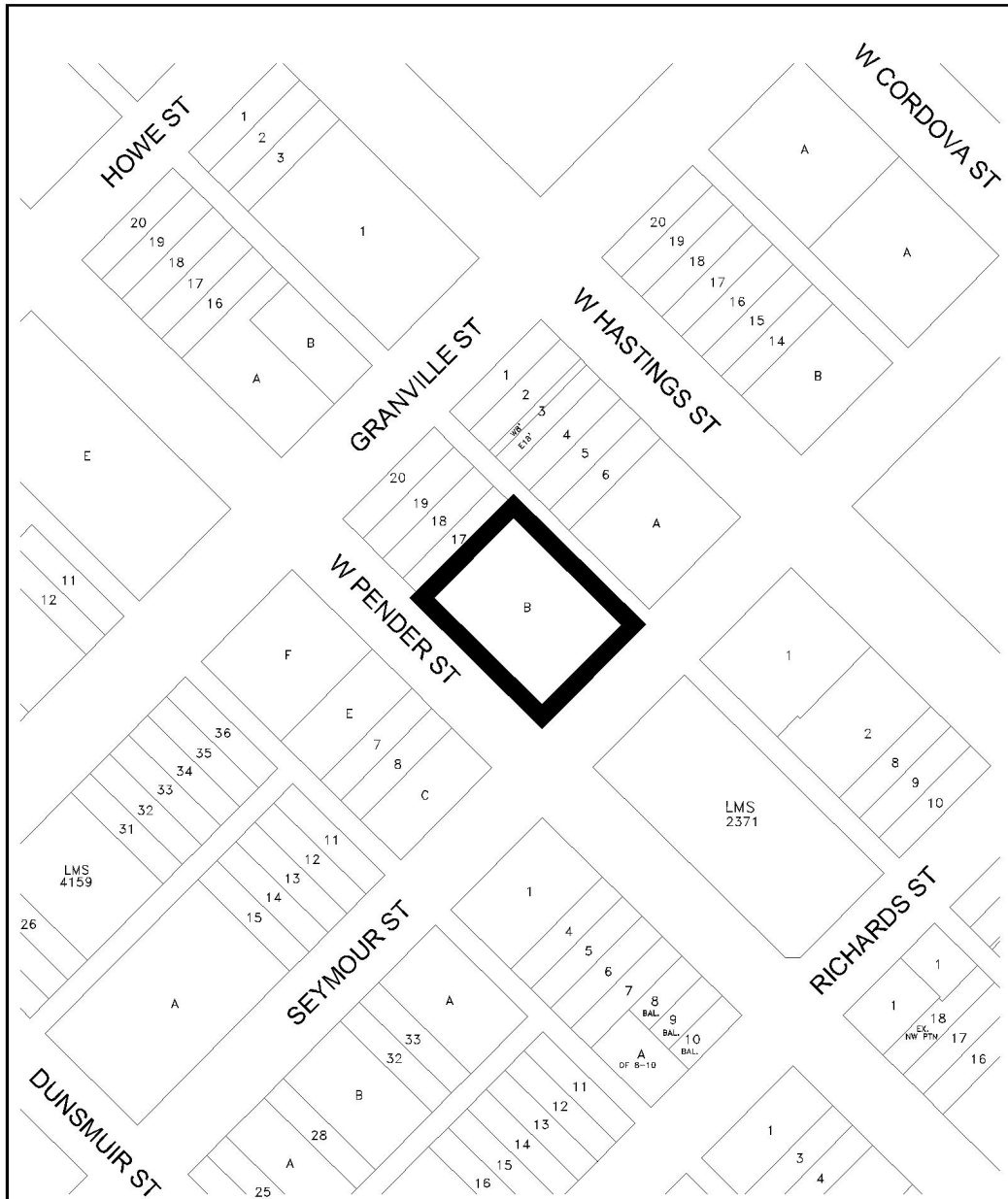
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



The property outlined in black () is rezoned:
From **DD** to **CD-1**

Z-767 (c)

RZ- 443 Seymour Street

scale: NTS



City of Vancouver

date: 2020-05-07

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

Following the Public Hearings on June 25 and 30, 2020, Council gave conditional approval to the rezoning of the site at 1059-1075 Nelson 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
July 19, 2022

1059-1075 Nelson 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-770 (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 (836).

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

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

Conditions of Use

4.1 The design and layout of at least 35% of the strata 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".
- 4.2 The design and layout of at least 35% of the secured market rental dwelling units must:
 - (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".
- 4.3 The design and layout of at least 50% of the dwelling units used for social housing must:
 - (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor Area and Density

- 5.1 Computation of floor space ratio must assume that the site consists of 1,608 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 must not exceed 24.7.
- 5.3 The floor area used for social housing must be no less than the greater of 8,817 m² or 25% of the total floor area of the project remaining after subtracting the floor area used for secured market rental housing.
- 5.4 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.
- 5.5 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 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.

5.6 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 10% of the permitted floor area of the residential floor area;
- (b) despite section 5.4, an area equal to the area occupied by the insulation thickness in a Passive House building that exceeds the thermal energy demand intensity in the Building By-law, as verified by a building envelope professional, to a maximum exclusion of 270 mm of thickness;
- (c) an area equal to the area occupied by heat recovery ventilators and connected shafts in a Passive House building that exceeds the applicable thermal energy demand intensity in the Building By-law, to a maximum exclusion of 2.8% of permitted floor area;
- (d) an area equal to the area occupied by the insulated slab band in a Passive House building; and
- (e) an area equal to the area occupied by a mass tuned damper room at the roof level in a Passive House building.

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 169.3 m to the top of parapet and 178.5 to the top of the mechanical screening on the roof.

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:

- (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 (836).

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (836).

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

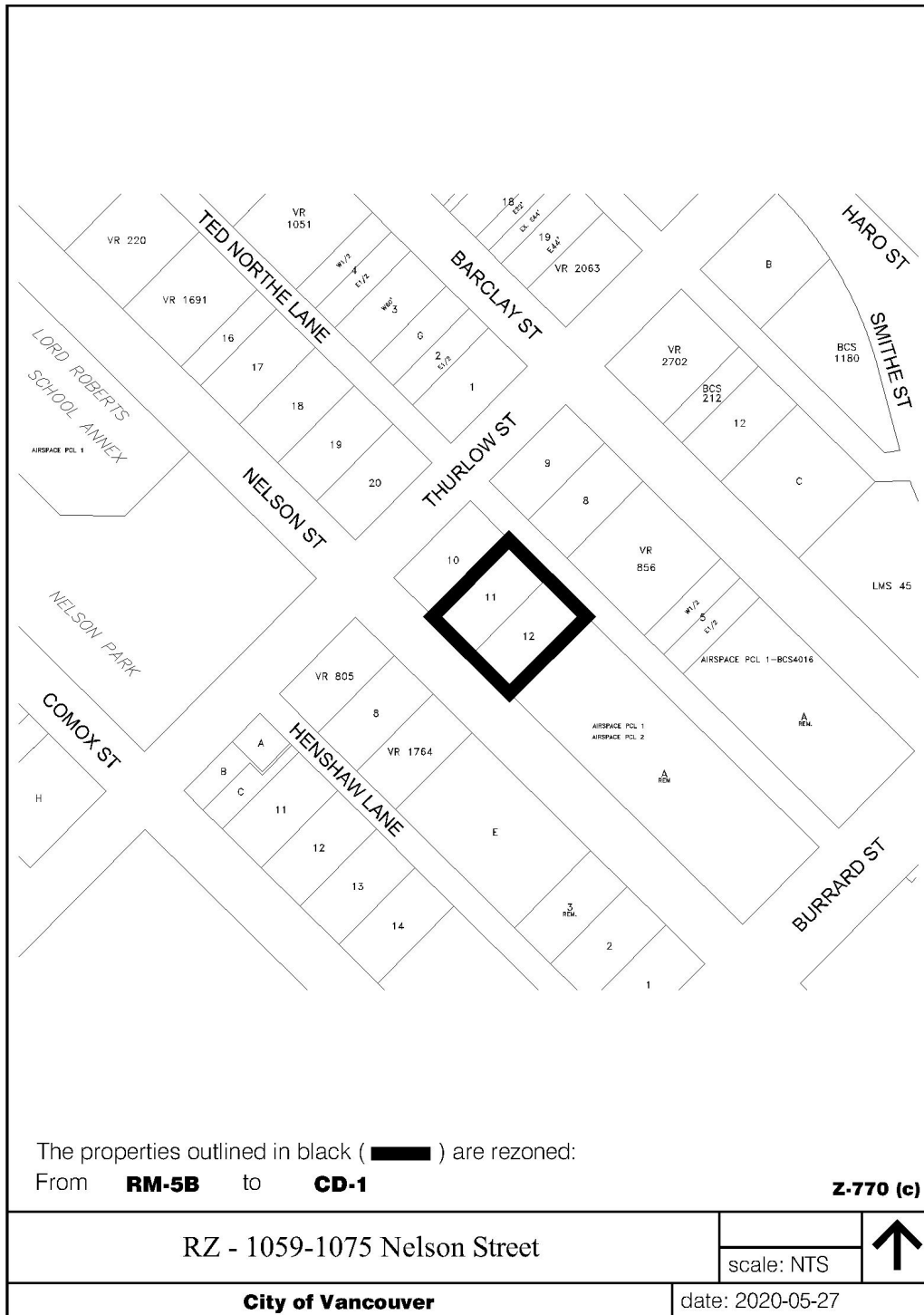
11. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearing on July 6, 2021, Council gave conditional approval to the rezoning of the site at 1190 Burrard 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
July 19, 2022

1190 Burrard 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-794 (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 (837).

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 (837), and the only uses for which the Director of Planning of 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) Retail Uses, limited to Public Bike Share and Retail Store;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Cultural and Recreational Uses, limited to Arts and Culture Indoor Event, and Community Centre or Neighbourhood House; and
- (e) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4.1 All residential floor area must be used for social housing.

4.2 The design and layout of at least 31% of the dwelling units must:

- (a) be suitable for family housing;

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 1,254 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 must not exceed 9.11.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 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 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

Building Height

6. Building height, measured from base surface to top of parapet, must not exceed 54.31 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all 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 (837).

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 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 (837).

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

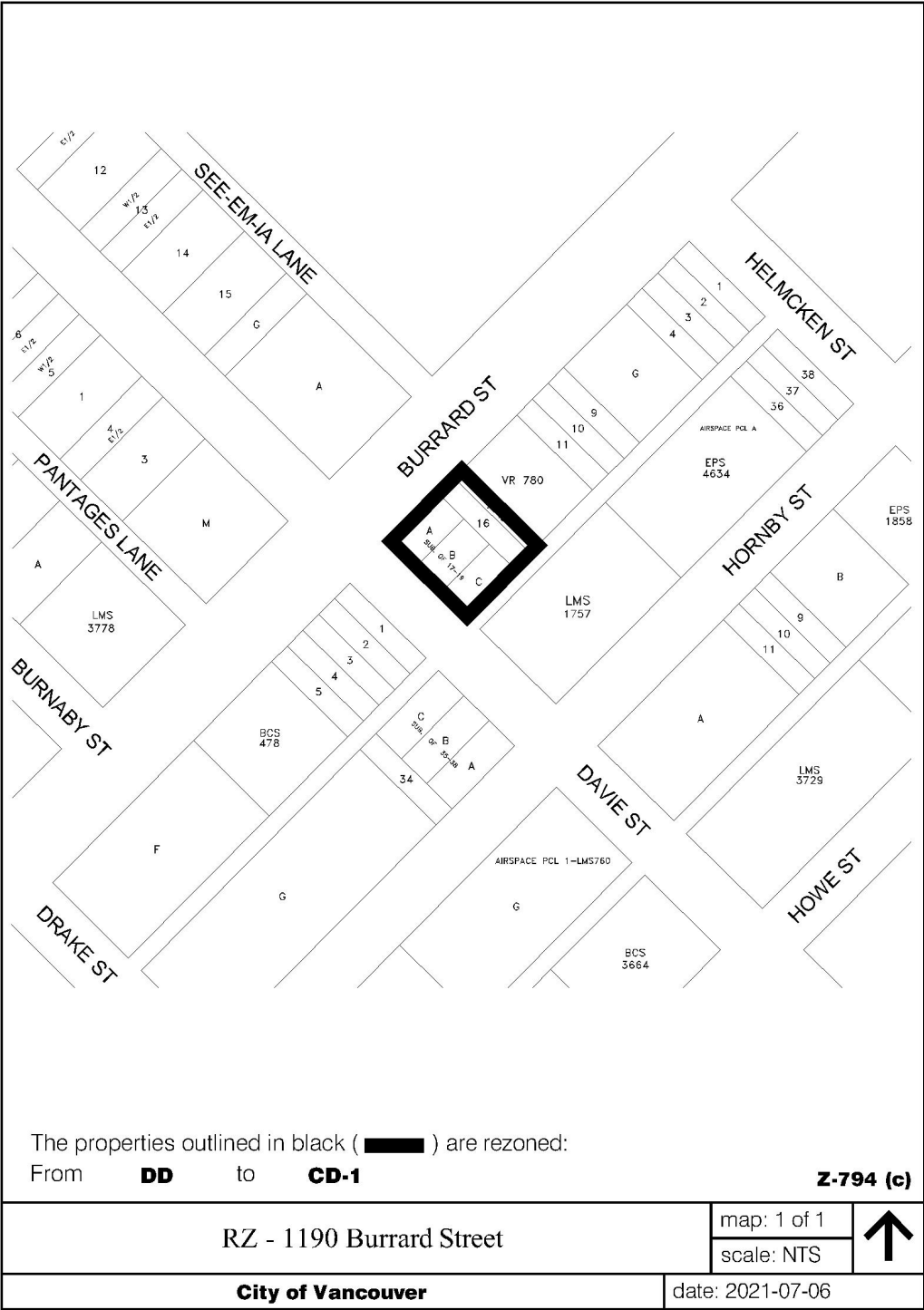
11. This By-law is to come into force and take effect on the date of its enactment.

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
to rezone an area to CD-1**

Following the Public Hearing on July 13, 2021, Council gave conditional approval to the rezoning of the site at 546 West 13th 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
July 19, 2022

546 West 13th 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-795 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (838).

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

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

Conditions of Use

4. All residential floor area must be used for social housing.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,369.8 m², being the site area 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 6.05.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
- (e) all residential storage area above or below base surface, except that if 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.

Building Height

6. Building height, measured from base surface to top of parapet, must not exceed 40.0 m, except that no part of the development, including appurtenances, is permitted to protrude into the Council-approved protected public view corridors, in compliance with the City of Vancouver's 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 the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council and 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 adjoining site.

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.

Zoning and Development By-law

8. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 By-law.

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

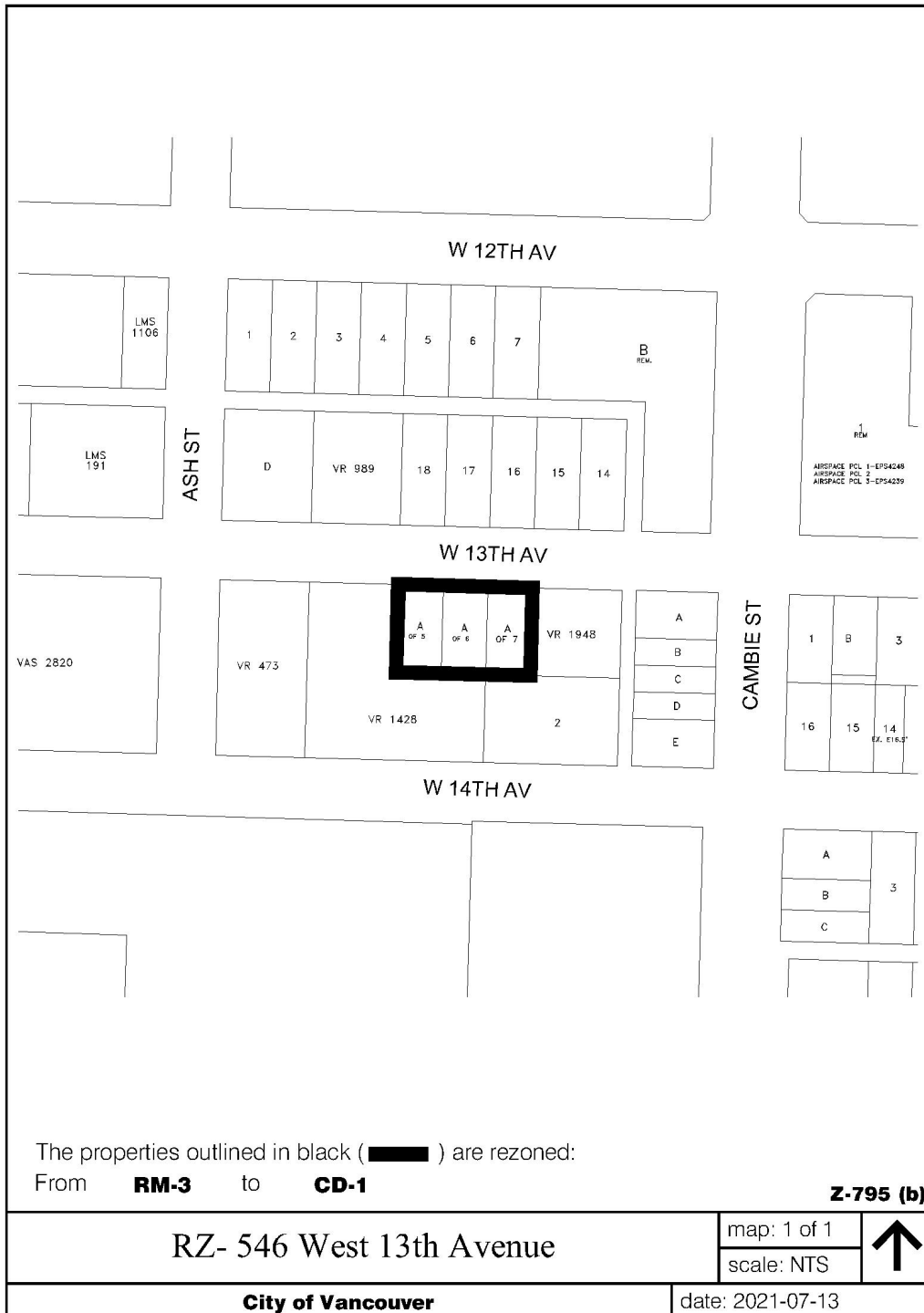
10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on September 21, 2021, Council gave conditional approval to the rezoning of the site at 515 West 60th 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
July 19, 2022

515 West 60th Avenue

BY-LAW NO.

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

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 attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
2. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8A District Schedule.
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
CD-1 (1) By-law No. 3568**

Following the Public Hearing on March 1, 2022, Council resolved to amend CD-1 (1) for 650 West 41st Avenue (Oakridge Centre) to increase permitted floor area, maximum FSR, and maximum building heights to allow the additional development of market rental units, moderate income rental units and additional office space. 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
July 19, 2022

650 West 41st Avenue
(Oakridge Centre)

BY-LAW NO.

**A By-law to amend
CD-1 (1) By-law No. 3568**

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

1. This By-law amends the indicated provisions of By-law No. 3568.
2. Council strikes out section 2 and substitutes the following:

“2 Definitions

Words in this by-law have the meanings given to them in the Zoning and Development By-law, except that:

- (a) “Geodetic Datum” means the current vertical reference surface adopted and used by the City of Vancouver; and
- (b) “Moderate Income Rental Housing Units” means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.”.

3. In section 5, Council:

- (a) strikes out section 5.2 and substitutes:

“5.2 The design and layout of at least 35% of the secured market rental dwelling units, and at least 35% of the moderate income rental housing units, must:

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

- (b) renumbers sections 5.3 and 5.4 as 5.4 and 5.5, respectively; and

- (c) adds a new section 5.3 as follows:

“5.3 The design and layout of at least 35% of the strata 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".

4. In section 6.2, Council strikes out "3.71" and substitutes "4.10".
5. In section 6.3, Council strikes out "256,541 m²" and substitutes "281,594 m²".
6. In section 6.5, Council strikes out "39,000 m²" and substitutes "75,292 m²".
7. In section 6.6, Council strikes out "168,059 m²" and substitutes "187,346 m²".
8. In section 6.9(a), Council strikes out "2,600 m²" and substitutes "3,000 m²".
9. Council strikes out the table in section 7.2 and substitutes the following:

"

Sub-Area	Maximum building heights (in meters)
1	162.3 m
2	169.3 m
3	191.9 m
5	234.3 m
6	191.4 m
7	191.9 m
8	149.0 m
9	116.0 m
10	130.1 m
11	132.8 m
12	197.6 m
13	221.5 m
14	213.9 m
15	112.9 m
16	130.7 m

"

10. In section 7.3, Council strikes out "7.6 m" and substitutes "10.35 m".

12. 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 December 9, 2021, Council gave conditional approval to the rezoning of the site at 5590 Victoria Drive. 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
July 19, 2022

5590 Victoria Drive

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 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 (839).

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

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

Conditions of Use

4.1 The design and layout of at least 35% of the total number of dwelling units must:

- (a) be suitable for family housing; and
- (b) include two or more bedrooms.

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

4.3 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building except for:

- (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.

4.4 The Director of Planning may vary the use conditions of section 4.3 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this By-law.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,190.0 m², being the site area 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 3.49.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;

- (b) patios and roof decks, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
- (e) all residential storage area above or below base surface, except that if 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.

Building Height

6. Building height, measured from base surface, must not exceed 22.3 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

- 7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any adjoining site.

- 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 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

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

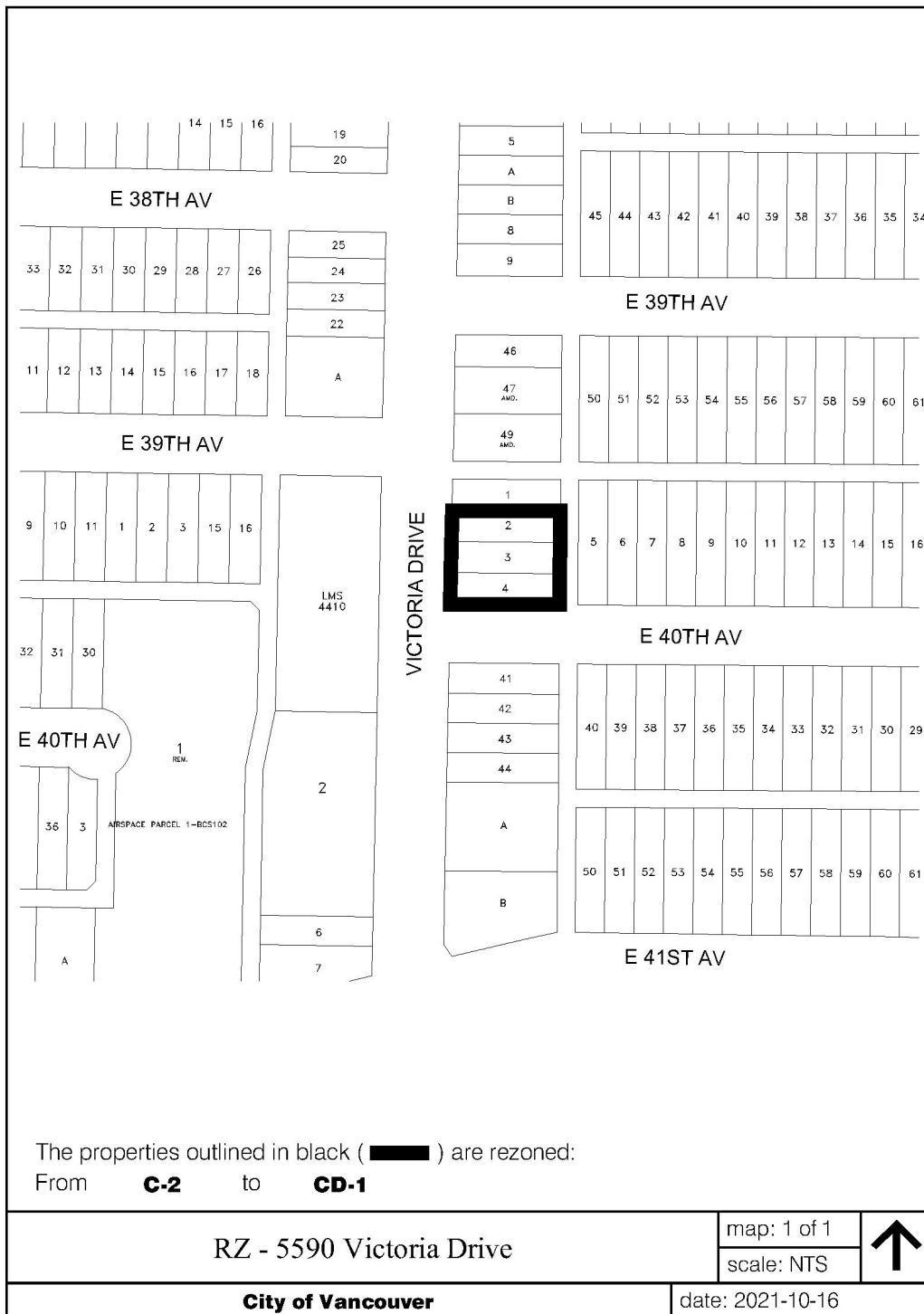
10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



EXPLANATION

**A By-law to amend Zoning and Development By-law No. 3575
regarding 2022 Annual Inflationary Adjustments
to Density Bonus Contributions available in certain zoning districts**

Following the Public Hearing on July 7, 2022, Council resolved to amend the Zoning and Development By-law to implement 2022 inflationary rate adjustments to Density Bonus Contributions, to come into force and take effect on September 30, 2022. The attached By-law will implement Council's resolution.

Director of Legal Services
July 19, 2022

BY-LAW NO. _____

**A By-law to amend Zoning and Development By-law No. 3575
regarding 2022 Annual Inflationary Adjustments
to Density Bonus Contributions available in certain zoning districts**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. Council replaces Schedule “F” to the By-law, by adopting the Schedule “F” attached to this By-law as Schedule “A”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on September 30, 2022.

ENACTED by Council this day of , 2022

Mayor

City Clerk

“Schedule A”

**Schedule F
Affordable Housing and Amenity Share Cost Schedule**

This is Schedule “F” to By-law No. 3575, being the “Zoning and Development By-law”.

Zoning District	Affordable Housing Share Cost	Amenity Share Cost
RM-8 and RM-8N (Marpole)	\$235.08 per m ²	\$235.08 per m ²
RM-8A and RM-8AN (Cambie Corridor)	\$646.56 per m ²	\$646.56 per m ²
RM-8A and RM-8AN (Grandview-Woodland)	\$39.48 per m ²	\$39.48 per m ²
RM-9 and RM-9N (Marpole)	\$782.30 per m ²	\$782.30 per m ²
RM-9A and RM-9A/N (Norquay)	\$229.15 per m ²	\$229.15 per m ²
RM-9BN (Joyce-Collingwood)	\$41.37 per m ²	\$41.37 per m ²
RM-10 and RM-10N (Joyce-Collingwood)	\$176.28 per m ²	\$176.28 per m ²
RM-11 and RM-11N (Grandview-Woodland)	\$39.48 per m ²	\$39.48 per m ²
RM-12N (Grandview-Woodland)	\$39.48 per m ²	\$39.48 per m ²
I-1A (Mount Pleasant)	-	\$77.77 per m ² (to a max FSR of 5.0 above 3.0 FSR)
I-1B (Mount Pleasant)	-	Level 1 - \$77.77 per m ² (to a max FSR of 5.0 above 3.0 FSR) Level 2 - \$557.30 per m ² (to a max FSR of 6.0 above 5.0 FSR)
I-3 (False Creek Flats)		\$123.65 per m ²
FC-2 (False Creek Flats)		\$1,410.72 per m ²

In May 2016, Council adopted the DCL annual inflationary rate adjustment system for making annual adjustments to Amenity Share Contributions (Density Bonus Contributions). The annual inflation index is based on a blend of annual property value inflation (BC assessment net property values for the City of Vancouver) and annual construction cost inflation (Statistics Canada non-residential construction price index for Vancouver) and calculated using public, third-party data. The formula used to calculate the inflationary rate adjustment is as follows:

ANNUAL INFLATION ADJUSTMENT OF AMENITY SHARE COST AND AFFORDABLE HOUSING SHARE COST = (ANNUAL CONSTRUCTION INFLATION x 0.83) + (ANNUAL PROPERTY VALUE INFLATION x 0.17)

Rates are adjusted in accordance with this formula annually. The rate adjustment will be presented in a Report to Council every July, with new rates effective and enforceable on September 30 of every year.

To view the Council adopted inflation index, refer to the City website at:
<http://vancouver.ca/home-propertydevelopment/annual-inflation-index.aspx>.

EXPLANATION**A By-law to amend Vancouver Development Cost Levy By-law No. 9755
regarding administrative and levy matters**

Enactment of this By-law will implement Council's resolutions on June 22, 2022 to increase rates and alter the administration of Development Cost Levies, and includes a minor amendment to account for an amendment enacted July 5, 2022.

Director of Legal Services
July 19, 2022

BY-LAW NO. ____

**A By-law to amend Vancouver Development Cost Levy By-law No. 9755
regarding administrative and levy matters**

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

1. This By-law amends the Vancouver Development Cost Levy By-law No. 9755.
2. Council strikes the entire “Table of Contents” and replaces it as follows:

“

TABLE OF CONTENTS

PREAMBLE

**SECTION 1
INTERPRETATION**

- 1.1 Name of By-law
- 1.2 Definitions
- 1.3 Table of contents
- 1.4 Schedules
- 1.5 Severability

**SECTION 2
LEVY AREA AND PROJECTS**

- 2.1 Levy area
- 2.2 Projects

**SECTION 3
DEVELOPMENT COST LEVIES**

- 3.1 Imposition of levies
- 3.1A Waiver for for-profit affordable rental housing
- 3.1B Administration of waiver
- 3.2 General area levy
- 3.3 Application of levy to less than four dwelling units
- 3.4 Alteration or extension of existing building or structure
- 3.5 Staged development
- 3.6 Staged building permit
- 3.7 Aggregate levy
- 3.8 Micro-dwellings
- 3.9 Change in use of excluded floor area
- 3.10 Change in use of excluded land or development
- 3.11 Rate for LOCH increases

SECTION 4 REPEAL AND ENACTMENT

- 4.1 Repeal
- 4.2 Force and effect

SCHEDULES

- Schedule A
 - Part 1
 - Part 2
 - Part 3 ”

3. Council inserts the following new definitions in section 1.2 in correct alphabetical order:

““Alteration” means any physical change to a building or structure that includes significant retention of primary structural elements, but does not include demolition and replacement of the structure, or façade-only retention without significant retention of other primary structural elements;”;

““Community Energy Centre” means the use of premises as an energy supply facility that provides heat energy in the form of hot water to buildings across different parcels through a distribution system;”;

““Cultural Facility” means the use of premises for delivering arts and culture programs and services, including Artist Studio (Class A and B), gallery, halls, museum or archives, theatre limited to live theatre, production or rehearsal studio limited to the rehearsal of dance, music or drama, and necessary and customarily incidental uses to support the primary use of the Cultural Facility;”;

““floor space ratio” (FSR) means the figure obtained when the area of the floors of the buildings on a site is divided by the area of the site in accordance with the Zoning and Development By-law;”;

““micro dwelling” means a micro dwelling as defined in the Zoning and Development By-law;”;

““social service centre” means the use of premises by a non-profit society:

- (a) providing information, referral, counselling, advocacy or health care services; or
- (b) dispensing aid in the nature of food or clothing; or
- (c) providing drop in or activity space, but does not include premises used for residential purposes or detoxification centre;” and

““works yard” means the use of a partially enclosed building, or a portion thereof, for the storing, repairing, or cleaning of supplies, materials, equipment, or vehicles of any business which conducts construction, installation, cleaning, repair or other industrial trade services off-site.”.

4. Council strikes the definition of “industrial zone” in section 1.2 and replaces it as follows:

““industrial” means:

- (a) any zoning district designated as “Industrial” by section 9.1 of the Zoning and Development By-law, and includes the following zones: I-2, M-1, M-1A, M-1B, M-2 zoning districts;
- (b) the land zoned by CD-1 By-law No. 6654 with respect only to those uses that the by-law permitted on the date of its enactment; and
- (c) for all other zones involving industrial uses including MC-1, MC-2, and IC-3, DCLs to be applied based on land use category where industrial means any manufacturing use, transportation and storage use, and wholesale use as defined in the Zoning and Development By-law;”.

5. Council strikes the definition of “mixed employment (light industrial)” from section 1.2 and replaces it as follows:

““mixed-employment (light industrial)” means the following zones: IC-1, IC-2, I-1, I-3, I-4, I-1A, I-1B and I-1C zoning districts, the land zoned as CD-1 (803) By-law 13257 with respect only to those uses that the CD-1 by-law permitted on January 25, 2022, and the land zoned as CD-1 (816) By-law 13352 with respect only to those uses that the CD-1 by-law permitted on January 25, 2022;”.

6. Council strikes the definition of “temporary building” from section 1.2 and replaces it as follows:

““temporary building” means a temporary building, structure, or shelter erected for a period not exceeding twelve months for which a building permit is necessary under the Building By-law; and”.

7. Council strikes the definition of “parking garage” from section 1.2.

8. Council strikes section 2.2 and replaces it as follows:

“2.2 Development cost levies are imposed under this by-law for the purpose of providing funds to assist the City in paying the capital cost of providing, constructing, altering, or expanding highway facilities, replacement housing, childcare, and providing and improving parkland.”.

9. Council strikes section 3.1A and replaces it as follows:

“Waiver or reduction for for-profit-affordable housing

3.1A Notwithstanding section 3.1, Council waives or reduces the levy otherwise required under Schedule C by the rates set out therein for construction of for-profit affordable rental housing, which shall mean housing where:

- (a) all dwelling units in the building are rental units;

- (b) no dwelling units are strata units;
- (c) the average size of the dwelling units of each unit type is not greater than:

Bedroom Type	Apartment Unit	Townhouse Unit
Studio	42 square meters	-----
One Bedroom	56 square meters	56 square meters
Two Bedroom	77 square meters	90 square meters
Three Bedroom	97 square meters	112 square meters
Four Bedroom	-----	125 square meters

except that the average sizes for townhouse units of two or more storeys with stairways may add 4 square meters to the maximums listed in the table;

- (d) At least 20% of the residential floor area that is counted in the calculation of the floor space ratio consists of units with average rents per unit type for initial occupancy that do not exceed a rate that is 10% less than the average rents for studio units, one bedroom units, two bedroom units and units with three or more bedrooms in the city, as published by the Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables in the previous calendar year, or where instead of complying with (d);
- (e) agreed upon average rents per unit type for initial occupancy do not exceed the average rents for studio units, one bedroom units, two bedroom units and units with three or more bedrooms built in the City since 2005, as published by the Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables in the previous calendar year, except that such rents may be 10% higher than the rents otherwise stipulated under this section if the housing is located in the West Area as shown on the map attached to this By-law as Appendix "A", and rents shall also be adjusted annually on January 1:
 - (i) for all studio units, one bedroom units, two bedroom units and units with three or more bedrooms to reflect the change in average rents for studio units, one bedroom units, two bedroom units, and units with three or more bedrooms built in the City since 2005, as those rents are set out by the Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables published in the previous calendar year, or the most recently published data for the newest building age category for private rental apartment units published in the Canada Mortgage and Housing Corporation's Rental Market Survey Data Tables; or
 - (ii) when the average rent data for any bedroom type is not reported in the Canada Mortgage and Housing Corporation's Rental Market Survey Data Tables, the change in average rents will reflect the average rents for the most recent building age category available in the Canada Mortgage and Housing Corporation's Housing

Market Information Portal, as those rents are set out for the previous calendar year,

- (f) the owner of the property on which such housing is situate has registered against title to that property an instrument, in form and substance, and with priority of registration, satisfactory to the Director of Legal Services, ensuring the initial rents are in accordance with 3.1A (d) or 3.1A (e), and otherwise in compliance with this By-law, and restricting the tenure of such housing to rental for:
 - (i) the longer of the life of the building in which they are situate and 60 years, or
 - (ii) such other term to which the City and owner may agree; and
- (g) class A for-profit affordable rental housing shall mean housing in compliance with subsections (a), (b), (c), (d) and (f), and class B for-profit affordable rental housing shall mean housing in compliance with subsections (a), (b), (c), (e) and (f).”.

10. Council strikes section 3.1B and replaces it as follows:

“Administration of waiver

3.1B The waiver under section 3.1A shall be administered as follows:

- (a) rents to be agreed upon shall not exceed the rents stipulated in section 3.1A and this By-law at the time of Council’s approval in principle of any zoning by-law required to authorize the development of the site, or at the time the ‘prior-to permit issuance’ letter related to the development permit is issued if no new zoning by-law is required to authorize development of the site, and for clarity, the rents to be agreed upon may be lower than the rents stipulated under this By-law, but may not exceed the rents stipulated under this By-law;
- (b) if a new zoning by-law was required to authorize the development of the site, the rents to be agreed upon should be stipulated in the conditions of enactment of the zoning by-law approved by Council following the public hearing;
- (c) notwithstanding sections 3.1B (a) and (b), if a new zoning by-law was required to authorize the development of the site and the tenure of the residential area of the building for which a waiver is being sought was not secured as rental housing as a condition of enactment, the rents to be agreed upon shall not exceed the rents stipulated in section 3.1A and this By-law at the time the ‘prior-to permit issuance’ letter related to the development permit is issued and do not need to be stipulated in accordance with 3.1B (b);
- (d) notwithstanding sections 3.1B (a), (b) and (c), the rents that may be charged at initial occupancy may be increased annually from the time that

the rents are agreed upon at the applicable triggering event specified in section 3.1B (a) and (c) until initial occupancy in accordance with the annual maximum increases authorized by the province of British Columbia under section 22 of the Residential Tenancy Regulation, B.C. Reg. 477/2003;

- (e) any waiver of a development cost levy authorized under section 3.1A is to be calculated and determined at the time of issuance of a building permit authorizing construction of the building subject to the waiver;
- (f) a building that qualifies under section 3.1A for a development cost levy waiver shall not forfeit the waiver because other housing otherwise exempt from development costs levies under City by-laws or the Vancouver Charter is also located in the building; and
- (g) all units of all unit types must meet all the requirements in section 3.1A (a) and (b), all units of all unit types must be used to calculate the averages specified in 3.1A (c), all units of all unit types that comprise the 20% of residential floor area used to calculate 3.1A (d) must meet the rents specified in 3.1A (d), and all units of all units types must be used to calculate the average rents specified in 3.1A (e), except that a building that contains studio units, one bedroom units and two bedroom units that meet all requirements in 3.1A (a),(b),(c), and (e) qualifies for a waiver for all those units in each of those unit types on a pro rata basis even if the building contains units with three or more bedrooms that do not meet the requirements in section 3.1A (e), in which case none of the units with three or more bedrooms qualifies for the waiver.”.

11. Council strikes and replaces section 3.6 as follows:

“Staged building permit

“3.6 If a building permit is issued in stages, a levy is payable prior to issuance of the first building permit.”

12. Council re-numbers the previous section 3.6 as 3.7.

13. Council inserts a new section 3.8 as follows:

“Micro dwellings

3.8 No levy is payable for micro dwelling units that measure no more than 29.7 m², and are built in accordance with a building permit.”.

14. Council strikes sections 3.7 to 3.9 inclusive.

15. Council re-numbers section 3.10, 3.11 and 3.12 as 3.9, 3.10 and 3.11 respectively.

16. Council strikes Schedule A – Part 1 and replaces it with the new Schedule A – Part 1 attached as Exhibit “A”.

City Clerk

EXHIBIT "A"

SCHEDULE A - PART 1

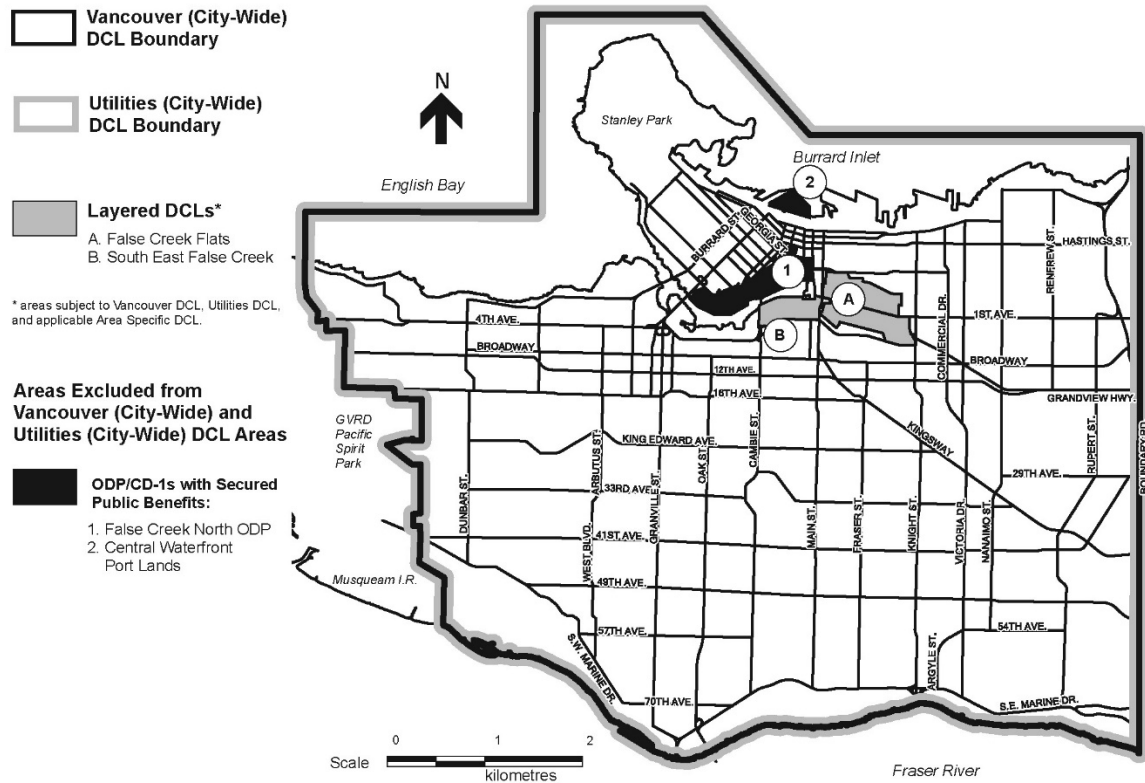


EXHIBIT “B”

SCHEDULE “C”

Category/Use	Total Development Cost Levy (Effective September 30, 2022)	Unit/ area cost
RESIDENTIAL		
Residential at or below 1.2 FSR and Laneway House	\$50.01	Per m ²
Medium Density Residential Above 1.2 to 1.5 FSR	\$107.63	Per m ²
Higher Density Residential Above 1.5 FSR	\$215.49	Per m ²
NON-RESIDENTIAL		
Industrial	\$80.00	Per m ²
Mixed-Employment (Light Industrial)	\$150.09	Per m ²
Commercial & Other	\$200.18	Per m ²

Category/Use	Total Development Cost Levy Waiver
For-Profit Affordable Rental Housing – Class A	100%
For-Profit Affordable Rental Housing – Class B	86.24%

Category/Use	Rate	Unit/ Area cost
School use	\$5.49	Per m ²
Childcare Use	\$10.00	Per building permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Cultural Facility	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	
Works Yard	\$10.00	

EXPLANATION**A By-law to amend the Vancouver Utilities Development Cost Levy By-law No. 12183
regarding administrative and levy matters**

Enactment of this By-law will implement Council's resolutions on June 22, 2022 to increase rates and alter the administration of Development Cost Levies, and includes a minor amendment to account for an amendment enacted July 5, 2022.

Director of Legal Services
July 19, 2022

BY-LAW NO. _____

**A By-law to amend the Vancouver Utilities Development Cost Levy By-law No. 12183
regarding administrative and levy matters**

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

1. This By-law amends the Vancouver Utilities Development Cost Levy By-law.
2. Council strikes the entire "Table of Contents" and replaces it as follows:

"

TABLE OF CONTENTS

PREAMBLE

**SECTION 1
INTERPRETATION**

- 1.1 Name of By-law
- 1.2 Definitions
- 1.3 Table of contents
- 1.4 Schedules
- 1.5 Severability

**SECTION 2
LEVY AREA AND PROJECTS**

- 2.1 Levy area
- 2.2 Projects

**SECTION 3
DEVELOPMENT COST LEVIES**

- 3.1 Imposition of levies
- 3.2 DELETED
- 3.3 General area levy
- 3.4 Application of levy to less than four dwelling units
- 3.5 Alteration or extension of existing building or structure
- 3.6 Staged development
- 3.7 Staged building permit
- 3.8 Aggregate levy
- 3.9 Micro-dwellings
- 3.10 Change in use of excluded floor area
- 3.11 Change in use of excluded land or development
- 3.12 Rate for LOCH increases

**SECTION 4
ENACTMENT**

- 4.1 Force and effect

SCHEDULES

- Schedule A - Part 1
- Part 2
- Part 3"

3. Council inserts the following new definitions in section 1.2 in correct alphabetical order:

““Alteration” means any physical change to a building or structure that includes significant retention of primary structural elements, but does not include demolition and replacement of the structure, or façade-only retention without significant retention of other primary structural elements;”;

““Community Energy Centre” means the use of premises as an energy supply facility that provides heat energy in the form of hot water to buildings across different parcels through a distribution system;”;

““Cultural Facility” means the use of premises for delivering arts and culture programs and services, including Artist Studio (Class A and B), gallery, halls, museum or archives, theatre limited to live theatre, production or rehearsal studio limited to the rehearsal of dance, music or drama, and necessary and customarily incidental uses to support the primary use of the Cultural Facility;”;

““micro dwelling” means a micro dwelling as defined in the Zoning and Development By-law;”;

““social service centre” means the use of premises by a non-profit society:

- (a) providing information, referral, counselling, advocacy or health care services; or
- (b) dispensing aid in the nature of food or clothing; or
- (c) providing drop in or activity space, but does not include premises used for residential purposes or detoxification centre;” and

““works yard” means the use of a partially enclosed building, or a portion thereof, for the storing, repairing, or cleaning of supplies, materials, equipment, or vehicles of any business which conducts construction, installation, cleaning, repair or other industrial trade services off-site.”.

4. Council strikes the definition of “FSR” in section 1.2 and replaces it as follows:

““floor space ratio” (FSR) means the figure obtained when the area of the floors of the buildings on a site is divided by the area of the site in accordance with the Zoning and Development By-law;”;

5. Council strikes the definition of “industrial zone” in section 1.2 and replaces it as follows:

“industrial” means:

- (a) any zoning district designated as “Industrial” by section 9.1 of the Zoning and Development By-law, and includes the following zones: I-2, M-1, M-1A, M-1B, M-2 zoning districts;
- (b) the land zoned by CD-1 By-law No. 6654 with respect only to those uses that the by-law permitted on the date of its enactment; and
- (c) for all other zones involving industrial uses including MC-1, MC-2, and IC-3, DCLs to be applied based on land use category where industrial means any manufacturing use, transportation and storage use, and wholesale use as defined in the Zoning and Development By-law;”.

6. Council strikes the definition of “mixed employment (light industrial)” from section 1.2 and replaces it as follows:

“mixed-employment (light industrial)” means the following zones: IC-1, IC-2, I-1, I-3, I-4, I-1A, I-1B and I-1C zoning districts, the land zoned as CD-1 (803) By-law 13257 with respect only to those uses that the CD-1 by-law permitted on January 25, 2022, and the land zoned as CD-1 (816) By-law 13352 with respect only to those uses that the CD-1 by-law permitted on January 25, 2022;”.

7. Council strikes the definition of “temporary building” from section 1.2 and replaces it as follows:

“temporary building” means a temporary building, structure, or shelter erected for a period not exceeding twelve months for which a building permit is necessary under the Building By-law; and”.

8. Council strikes the definition of “parking garage” from section 1.2.

9. Council inserts a new section 3.7 as follows:

“Staged building permit

“3.7 If a building permit is issued in stages, a levy is payable prior to issuance of the first building permit.”.

10. Council re-numbers the previous section 3.7 as 3.8.

11. Council inserts a new section 3.9 as follows:

“Micro dwellings

3.9 No levy is payable for micro dwelling units that measure no more than 29.7 m², and are built in accordance with a building permit.”.

12. Council strikes the existing sections 3.8 to 3.10 inclusive.

City Clerk

EXHIBIT "A"

SCHEDULE "C"

Category/Use	Total Development Cost Levy (Effective September 30, 2022)	Unit/ area cost
RESIDENTIAL		
Residential at or below 1.2 FSR and Laneway House	\$29.59	Per m ²
Medium Density Residential Above 1.2 to 1.5 FSR	\$64.00	Per m ²
Higher Density Residential Above 1.5 FSR	\$128.05	Per m ²
NON-RESIDENTIAL		
Industrial	\$26.19	Per m ²
Mixed-Employment (Light Industrial)	\$49.07	Per m ²
Commercial & Other	\$65.41	Per m ²

Category/Use	Rate	Unit/ Area cost
School use	\$5.49	Per m ²
Childcare Use	\$10.00	Per building permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Cultural Facility	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	
Works Yard	\$10.00	

EXPLANATION**A By-law to amend the Area Specific Development Costs Levy By-law No. 9418
regarding administrative and levy matters**

Enactment of this By-law will implement Council's resolutions on June 22, 2022 to increase rates and alter the administration of Development Cost Levies.

Director of Legal Services
July 19, 2022

BY-LAW NO. _____

**A By-law to amend the Area Specific Development Costs Levy By-law No. 9418
regarding administrative and levy matters**

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

1. This By-law amends the Area Specific Development Cost Levy By-law.
2. Council inserts the following new definitions in section 1.2 in correct alphabetical order:

““Alteration” means any physical change to a building or structure that includes significant retention of primary structural elements, but does not include demolition and replacement of the structure, or façade-only retention without significant retention of other primary structural elements;”;

““Community Energy Centre” means the use of premises as an energy supply facility that provides heat energy in the form of hot water to buildings across different parcels through a distribution system;”;

““Cultural Facility” means the use of premises for delivering arts and culture programs and services, including Artist Studio (Class A and B), gallery, halls, museum or archives, theatre limited to live theatre, production or rehearsal studio limited to the rehearsal of dance, music or drama, and necessary and customarily incidental uses to support the primary use of the Cultural Facility;”;

““floor space ratio” (FSR) means the figure obtained when the area of the floors of the buildings on a site is divided by the area of the site in accordance with the Zoning and Development By-law;”;

““industrial” means:

- (a) any zoning district designated as “Industrial” by section 9.1 of the Zoning and Development By-law, and includes the following zones: I-2, M-1, M-1A, M-1B, M-2 zoning districts;
- (b) the land zoned by CD-1 By-law No. 6654 with respect only to those uses that the by-law permitted on the date of its enactment; and
- (c) for all other zones involving industrial uses including MC-1, MC-2, and IC-3, DCLs to be applied based on land use category where industrial means any manufacturing use, transportation and storage use, and wholesale use as defined in the Zoning and Development By-law;”;

““micro dwelling” means a micro dwelling as defined in the Zoning and Development By-law;”;

““social service centre” means the use of premises by a non-profit society:

- (a) providing information, referral, counselling, advocacy or health care

services; or

- (b) dispensing aid in the nature of food or clothing; or
- (c) providing drop in or activity space, but does not include premises used for residential purposes or detoxification centre; and

““works yard” means the use of a partially enclosed building, or a portion thereof, for the storing, repairing, or cleaning of supplies, materials, equipment, or vehicles of any business which conducts construction, installation, cleaning, repair or other industrial trade services off-site.”.

- 3. Council strikes the definition of “industrial use” from section 1.2.
- 4. Council strikes the definition of “parking garage” from section 1.2.
- 5. Council strikes the definition of “temporary building” from section 1.2 and replaces it as follows:

““temporary building” means a temporary building, structure, or shelter erected for a period not exceeding twelve months for which a building permit is necessary under the Building By-law; and”.

- 6. Council strikes section 3.1A and replaces it as follows:

“Waiver or reduction for for-profit-affordable housing

3.1A Notwithstanding section 3.1, Council waives or reduces the levy otherwise required under this By-law for the construction of for-profit affordable rental housing, which shall mean housing where:

- (a) all dwelling units in the building are rental units;
- (b) no dwelling units are strata units;
- (c) the average size of the dwelling units of each unit type is not greater than:

Bedroom Type	Apartment Unit	Townhouse Unit
Studio	42 square meters	-----
One Bedroom	56 square meters	56 square meters
Two Bedroom	77 square meters	90 square meters
Three Bedroom	97 square meters	112 square meters
Four Bedroom	-----	125 square meters

except that the average sizes for townhouse units of two or more storeys with stairways may add 4 square meters to the maximums listed in the table;

- (d) At least 20% of the residential floor area that is counted in the calculation of the floor space ratio consists of units with average rents per unit type

for initial occupancy that do not exceed a rate that is 10% less than the average rents for studio units, one bedroom units, two bedroom units and units with three or more bedrooms in the city, as published by the Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables in the previous calendar year, or where instead of complying with (d);

- (e) agreed upon average rents per unit type for initial occupancy do not exceed the average rents for studio units, one bedroom units, two bedroom units and units with three or more bedrooms built in the City since 2005, as published by the Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables in the previous calendar year, except that such rents may be 10% higher than the rents otherwise stipulated under this section if the housing is located in the West Area as shown on the map attached to this By-law as Appendix "A", and rents shall also be adjusted annually on January 1:
 - (i) for all studio units, one bedroom units, two bedroom units and units with three or more bedrooms to reflect the change in average rents for studio units, one bedroom units, two bedroom units, and units with three or more bedrooms built in the City since 2005, as those rents are set out by the Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables published in the previous calendar year, or the most recently published data for the newest building age category for private rental apartment units published in the Canada Mortgage and Housing Corporation's Rental Market Survey Data Tables; or
 - (ii) when the average rent data for any bedroom type is not reported in the Canada Mortgage and Housing Corporation's Rental Market Survey Data Tables, the change in average rents will reflect the average rents for the most recent building age category available in the Canada Mortgage and Housing Corporation's Housing Market Information Portal, as those rents are set out for the previous calendar year,
- (f) the owner of the property on which such housing is situate has registered against title to that property an instrument, in form and substance, and with priority of registration, satisfactory to the Director of Legal Services, ensuring the initial rents are in accordance with 3.1A (d) or 3.1A (e), and otherwise in compliance with this By-law, and restricting the tenure of such housing to rental for:
 - (i) the longer of the life of the building in which they are situate and 60 years, or
 - (ii) such other term to which the City and owner may agree; and
- (g) class A for-profit affordable rental housing shall mean housing in compliance with subsections (a), (b), (c), (d) and (f), and class B for-profit

affordable rental housing shall mean housing in compliance with subsections (a), (b), (c), (e) and (f).”.

7. Council strikes section 3.1B and replaces it as follows:

“Administration of waiver

3.1B The waiver under section 3.1A shall be administered as follows:

- (a) rents to be agreed upon shall not exceed the rents stipulated in section 3.1A and this By-law at the time of Council’s approval in principle of any zoning by-law required to authorize the development of the site, or at the time the ‘prior-to permit issuance’ letter related to the development permit is issued if no new zoning by-law is required to authorize development of the site, and for clarity, the rents to be agreed upon may be lower than the rents stipulated under this By-law, but may not exceed the rents stipulated under this By-law;
- (b) if a new zoning by-law was required to authorize the development of the site, the rents to be agreed upon should be stipulated in the conditions of enactment of the zoning by-law approved by Council following the public hearing;
- (c) notwithstanding sections 3.1B (a) and (b), if a new zoning by-law was required to authorize the development of the site and the tenure of the residential area of the building for which a waiver is being sought was not secured as rental housing as a condition of enactment, the rents to be agreed upon shall not exceed the rents stipulated in section 3.1A and this By-law at the time the ‘prior-to permit issuance’ letter related to the development permit is issued and do not need to be stipulated in accordance with 3.1B (b);
- (d) notwithstanding sections 3.1B (a), (b) and (c), the rents that may be charged at initial occupancy may be increased annually from the time that the rents are agreed upon at the applicable triggering event specified in section 3.1B (a) and (c) until initial occupancy in accordance with the annual maximum increases authorized by the province of British Columbia under section 22 of the Residential Tenancy Regulation, B.C. Reg. 477/2003;
- (e) any waiver of a development cost levy authorized under section 3.1A is to be calculated and determined at the time of issuance of a building permit authorizing construction of the building subject to the waiver;
- (f) a building that qualifies under section 3.1A for a development cost levy waiver shall not forfeit the waiver because other housing otherwise exempt from development costs levies under City by-laws or the Vancouver Charter is also located in the building; and
- (g) all units of all unit types must meet all the requirements in section 3.1A (a) and (b), all units of all unit types must be used to calculate the averages

specified in 3.1A (c), all units of all unit types that comprise the 20% of residential floor area used to calculate 3.1A (d) must meet the rents specified in 3.1A (d), and all units of all units types must be used to calculate the average rents specified in 3.1A (e), except that a building that contains studio units, one bedroom units and two bedroom units that meet all requirements in 3.1A (a),(b),(c), and (e) qualifies for a waiver for all those units in each of those unit types on a pro rata basis even if the building contains units with three or more bedrooms that do not meet the requirements in section 3.1A (e), in which case none of the units with three or more bedrooms qualifies for the waiver.”.

8. Council inserts a new section 3.1C as follows:

“Extent of waiver

3.1C Every class A for-profit affordable rental housing project shall be entitled to a waiver of 100% of the development costs levies otherwise payable under this By-law, and every class B for-profit affordable rental housing project shall be entitled to a waiver of 86.24% of the development costs levies otherwise payable under this By-law.”.

9. Council strikes “industrial use” from subsections 3.2(a), 3.3(a) and 3.4(c) and replaces it with “industrial”.

10. Council strikes and replaces section 3.7 as follows:

“False Creek Flats levies

3.7 The levy for the False Creek Flats area is \$70.16 for each square metre of floor area in the development authorized for construction under the building permit, except that for a:

- (a) works yard, the levy is \$10.00 in respect of each building permit;
- (b) school use, the levy is \$5.49 for each square metre of such floor area;
- (c) child care, the levy is \$10.00 in respect of each building permit;
- (d) temporary building, the levy is \$10.00 in respect of each building permit;
- (e) Cultural Facility, the levy is \$10.00 in respect of each building permit;
- (f) Community Centre/Neighbourhood House, the levy is \$10.00 in respect of each building permit;
- (g) Community Energy Centre, the levy is \$10.00 in respect of each building permit;
- (h) library, the levy is \$10.00 in respect of each building permit;
- (i) public authority use, the levy is \$10.00 in respect of each building permit; and

- (j) social service centre, the levy is \$10.00 in respect of each building permit.”.

11. Council strikes and replaces section 3.10 as follows:

“South East False Creek levies

3.10 The levy for the South East False Creek area is \$216.91 for each square metre of floor area in the development authorized for construction under the building permit, except that for:

- (a) Industrial, the levy is \$34.64 for each square metre of such floor area;
- (b) a temporary building, the levy is \$10.00 in respect of each building permit;
- (c) a community energy centre, the levy is to be \$10.00 in respect of each building permit;
- (d) a Cultural Facility, the levy is \$10.00 in respect of each building permit;
- (e) a child care, the levy is \$10.00 in respect of each building permit;
- (f) a Community Centre/Neighbourhood House, is \$10.00 in respect of each building permit;
- (g) a library, the levy is \$10.00 in respect of each building permit;
- (h) a public authority use, the levy is \$10.00 in respect of each building permit;
- (i) a social service centre, the levy is \$10.00 in respect of each building permit; and
- (j) a works yard, the levy is \$10.00 in respect of each building permit.”.

12. Council strikes and replaces section 3.12 as follows:

“Application of levy to less than four dwelling units

3.12 A levy is payable where a building permit authorizes the construction, alteration, or extension of a building that, after the construction, alteration, or extension, will:

- (a) contain less than four self-contained dwelling units;
- (b) be put to no other use other than residential use in those dwelling units; and
- (c) in the case of an alteration or extension, except for the alteration or extension of a garage into a laneway house, include an addition of 46.5 m² or more of floor area.”.

- ## “Staged building permit

15. Council inserts a new section 3.17 as follows:

20. This By-law is to come into force and take effect on September 30, 2022, except that the provisions set out in section 7 of this By-law governing the administration of the for-profit affordable rental housing waiver do not, unless agreed to, come into force or take effect with regard to any rezoning applications that are approved in principle by Council before September 30, 2022, or if no new zoning by-law was required to authorize the development, any development permit applications where a 'prior-to permit issuance' letter is issued before September 30, 2022.

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 239 East 16th Avenue**

On December 13, 2021, the Director of Planning approved in principle a development on the above noted property, 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, prior to the issuance of a Development Permit.

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

Director of Legal Services
July 19, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 239 East 16th Avenue**

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

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

011-252-235

Lot 15 Block 97 District Lot 301 Plan 5112

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

File no. 505438

Andrea Shaw, TERRA LAW CORPORATION
2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
604-628-8975

2. Description of Land

PID/Plan Number	Legal Description
011-252-235	LOT 15 BLOCK 97 DISTRICT LOT 301 PLAN 5112

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument Section 219 Covenant
PRIORITY AGREEMENT		granting the section 219 covenant registered under the number that is one less than this priority agreement priority over mortgage CA9162271 and assignment of rents CA9162272 in favour of Blueshore Financial Credit Union

4. Terms

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

5. Transferor(s)

EPIX 16TH AVE BT INC., NO.BC1294112
BLUESHORE FINANCIAL CREDIT UNION

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 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)

YYY-MM-DD

2022-06-28

EPIX 16TH AVE BT INC.

By their Authorized Signatory

Name: Derek DiMartile

SEE AFFIDAVIT OF EXECUTION.

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)

YYY-MM-DD

CITY OF VANCOUVER

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.

AFFIDAVIT

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:

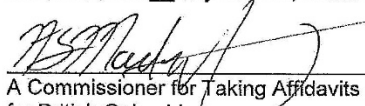
) IN THE MATTER OF a Form C – Housing
) Agreement and Building Use Covenant (the
) "Form C") to be registered against title to the
) lands and premises located at 239 East 16th
) Avenue, Vancouver, B.C. and legally described
) as PID: 011-252-235, Lot 15 Block 97 District
) Lot 301 Plan 5112 (the "Property")
)
)

I, **GREG FABBRO**, Barrister and Solicitor, of 2800 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4N7, MAKE OATH AND SAY AS FOLLOWS:

1. I am 16 years of age or older and have personal knowledge of the matters set out herein.
2. I am acquainted with Derek DiMartile ("**Mr. DiMartile**"), named in the Form C as an authorized signatory of EPIX 16th Ave BT Inc. (the "**Transferor**"), and he was authorized by the Transferor to execute the Form C.
3. The Transferor existed at the time the Form C was executed and is legally entitled to hold and dispose of land in British Columbia.
4. I am acquainted with Mr. DiMartile's signature and believe that the signature subscribed to the Form C is Mr. DiMartile's signature.
5. Mr. DiMartile's signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because the Form C was executed by Mr. DiMartile without an officer present, as a safety precaution and in a fashion to maintain physical distancing requirements due to the COVID-19 pandemic.
6. Mr. DiMartile was not physically present before me, but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services

I swear this Affidavit in support of an application to register the Form C against title to the Property.

SWORN BEFORE ME at the City of
Vancouver, in the Province of British
Columbia, this 27th day of June, 2022.


A Commissioner for Taking Affidavits
for British Columbia

Alexander L.F. Mackoff
Barrister & Solicitor
Terra Law Corporation
Suite 2800 - 650 West Georgia St.
Vancouver, BC V6B 4N7

(252509-505438-02122626;1)


GREG FABBRO



Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature

Mark A. Janetka
Commissioner for Taking Affidavits
For the Province of British Columbia
Expiry: February 28, 2025

BLUESHORE FINANCIAL CREDIT UNION
1250 LONSDALE AVE
NORTH VANCOUVER BC
V7M 2M8

Execution Date

YYYY-MM-DD

2022-06-30

Transferor / Transferee / Party Signature(s)

BLUESHORE FINANCIAL CREDIT UNION

By their Authorized Signatory

Name: **CHRIS MACEY**
Name: **Sarah Harbinson**

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*, R.S.B.C. 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
(SECURED MARKET RENTAL)**

239 EAST 16TH AVENUE

WHEREAS:

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

- (i) the Transferor, EPIX 16TH AVE BT INC. (INC. NO. BC1294112), is herein called the "Owner" as more particularly defined in Section 1.1(s); and
- (ii) the Transferee, CITY OF VANCOUVER, is herein 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 owner of the Lands;

C. The Owner applied under Development Permit Application number DP-2021-00533 (the "Development Permit Application") to develop a three (3)-storey multiple dwelling building, containing four (4) strata market units and two (2) secured market rental units, all over one level of underground parking providing a total of five (5) parking spaces having vehicular access from the lane;

D. The Development Permit Application was approved in principle subject to, *inter alia*, fulfilment of the condition 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 and/or Section 219 Covenant for 60 years or the life of the building, whichever is greater, to subdivide the development lands by either (a) an air space subdivision to create an air space parcel; or (b) a strata plan to create one single strata lot, containing at least two (2) residential units (including a minimum of one family unit with two (2) or more bedrooms) of secured market rental housing units, subject to the following conditions and requirements:

- (i) a no separate sales covenant;
- (ii) a no stratification covenant (on air space parcel or from single strata lot);
- (iii) that none of such units will be rented for less than one month at a time;
- (iv) a covenant that, if the residential units of secured market rental housing are contained within a single strata lot, a rental disclosure statement pursuant to the *Strata Property Act*, will be duly filed and delivered in accordance with the *Real Estate Development Marketing Act*, designating such strata lot as rental for a period of not less than 200 years and that no by-law that restricts the rental of such strata lot will be adopted prior to the first conveyance of a strata lot in the development; and
- (v) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require;

{252509-505438-02120658;1}
February 15, 2022

Housing Agreement and Building Use Covenant (Market Rental)
239 East 16th Avenue

(the "Market Rental Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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) "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;
- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development Permit" means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit Application;
- (h) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (i) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;

- (j) **"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 her/his successors in function and their respective nominees;
- (k) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **"Lands"** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (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, judgments, 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;
- (o) **"Market Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation 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;
- (p) **"Market Rental Housing Condition"** has the meaning ascribed to that term in Recital D;
- (q) **"Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (r) **"Market Rental Housing Units Air Space Parcel"** has the meaning ascribed to that term in Section 2.1(k)(i)(A);
- (s) **"Market Rental Housing Units Strata Lot"** has the meaning ascribed to that term in Section 2.1(k)(i)(B);
- (t) **"Occupancy Permit"** means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (u) **"Owner"** means the Transferor, EPIX 16TH AVE BT INC. (Inc. No. BC1294112), and all assigns, successors and successors in title to the Lands or any part thereof;

- (v) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(j) and "Replacement Rental Housing Units" means all of such units;
- (x) "*Real Estate Development Marketing Act*" means the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, and all amendments thereto and re-enactments thereof;
- (y) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (z) "*Strata Property Act*" means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (aa) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units;
- (bb) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (cc) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

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 Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out any development on the Lands after the Commencement Date, it will construct, fit, and finish and throughout the Term will maintain, at its sole cost and expense, the Building to contain at least two (2) Housing Units and related amenity and parking spaces in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units"), all to the satisfaction of the City;

- (c) throughout the Term:
- (i) all of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing; and
 - (ii) not less than one (1) of the Market Rental Housing Units will have two or more bedrooms;
- (d) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units subject further to Section 7.8;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided, whether by subdivision plan, strata plan, air space plan, or otherwise, without the prior written consent of the City, which consent may be arbitrarily withheld, except in accordance with Section 2.1(k);
- (g) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as

damage occurs, to at least as good a state and condition as existed before such damage occurred;

- (j) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (k) notwithstanding Section 2.1(f):
 - (i) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer, this Agreement and all applicable laws and by-laws and subject to the City's consent, the Owner covenants and agrees to subdivide the Lands by the deposit of:
 - (A) an air space parcel subdivision plan under the provisions of the *Land Title Act*, to enable all of the Market Rental Housing Units to be contained within one air space parcel (the "Market Rental Housing Units Air Space Parcel") with the other components of the development contemplated in the Development Permit to be contained within one or more other air space parcel(s) or a remainder parcel; or
 - (B) a strata plan under the provisions of the *Strata Property Act*, to enable all of the Market Rental Housing Units to be contained within one strata lot (the "Market Rental Housing Units Strata Lot") with the other components of the development contemplated in the Development Permit to be contained within one or more other strata lot(s) or the common property of such strata plan; and
 - (ii) if the Market Rental Housing Units are contained within the Market Rental Housing Units Strata Lot:
 - (A) the Owner shall duly file and deliver or cause to be duly filed and delivered a rental disclosure statement pursuant to the *Strata Property Act* and the *Real Estate Development Marketing Act* designating the Market Rental Housing Units Strata Lot as rental for a period of not less than 200 years; and
 - (B) no bylaw of the strata corporation restricting the rental of the Market Rental Housing Units Strata Lot will be adopted prior to the first conveyance of any strata lot on the Lands or otherwise; and

- (l) following subdivision in accordance with Section 2.1(f) and the issuance of a final Occupancy Permit for the Market Rental Housing Units Air Space Parcel or the Market Rental Housing Units Strata Lot (as applicable), the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Market Rental Housing Units Air Space Parcel or the Market Rental Housing Units Strata Lot (as applicable), and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:
- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units or in respect of the Market Rental Housing Units Air Space Parcel or the Market Rental Housing Units Strata Lot (as applicable) pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

ARTICLE 3 RECORD KEEPING

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof 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 4 ENFORCEMENT

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

ARTICLE 5 RELEASE AND INDEMNITY

5.1 **Release and Indemnity.** Subject to Section 5.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from 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 Market Rental Housing Units;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this ARTICLE 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

5.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 NOTICES

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

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

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

(b) If to the Owner:

Epix 16th Ave BT Inc.
1641 East Pender Street
Vancouver, British Columbia
V5L 1W2

Attention: Derek DiMartile

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 7 MISCELLANEOUS

7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

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

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

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

7.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver

thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

7.6 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

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

7.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof (other than the transfer of an interest in the Lands by way of mortgage), to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/ transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/ transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

7.9 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.

7.10 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.

7.11 No Liability. The parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA9162271 and the Assignment of Rents registered under number CA9162272;
- (b) "Existing Chargeholder" means BLUESHORE FINANCIAL CREDIT UNION (INCORPORATION NO. FI 18);
- (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: 2924 Venables Street**

After public hearings on December 2 and 10, 2020, Council approved in principle the land owner's rezoning application to amend CD-1 (109) (Comprehensive Development) District, By-law 4926 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 approved by Council under By-law No. 13179 and registered on title to the development lands under land title registration numbers CA9566969-CA9566971 (the "**Original Housing Agreement**").

The Owner applied for a Community Housing Incentive Program grant from the City, which grant was approved by the City in principle, subject to, *inter alia*, the Owner entering into an amendment of the Original Housing Agreement or a new Housing Agreement with the City to assist the Owner to achieve the next stage of funding approval with BC Housing and to secure the rents for all of the Social Housing Units in the New Building to provide for increased affordability.

The new 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. Upon registration of this new Housing Agreement on title to the development lands, the City will seek a repeal of By-law No. 13179 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
July 19, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2924 Venables 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:

007-625-022

Lot 1 Block 2 North West ¼ of Section 24 Town of
Hastings Suburban Lands Plan 15707

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



1. Application

STIRLING LLP
1460 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1E4
6046743818

Brightside - 2924 Venables 1147.006 - Housing Agreement (CHIP)

2. Description of Land

PID/Plan Number Legal Description

007-625-022 LOT 1 BLOCK 2 NORTH WEST 1/4 OF SECTION 24 TOWN OF HASTINGS SUBURBAN LANDS PLAN 15707

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 CA2300224 and Assignment of Rents CA2300225
PRIORITY AGREEMENT		Granting the Covenant with two registration numbers less than this Priority Agreement priority over Mortgage CA7728020, Assignment of Rents CA7728021 and Modifications CA8681404, CA9747464 and CA9943512

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)
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, (AS TO PRIORITY)

6. Transferee(s)

CITY OF VANCOUVER
4536 WEST 8TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



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)

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

YYYY-MM-DD
2022 06 27

**BRIGHTSIDE COMMUNITY HOMES
FOUNDATION**

By their Authorized Signatory

NAME: **FRANK CHONG,**
CHAIR.

NAME: **William Azarovff**

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

**VANCOUVER CITY SAVINGS CREDIT
UNION**

(AS TO PRIORITY)

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.



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

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

Execution Date

YYYY-MM-DD

2022-06-22

Transferor / Transferee / Party Signature(s)

**BRITISH COLUMBIA HOUSING
MANAGEMENT COMMISSION**
(AS TO PRIORITY)

By their Authorized Signatory

NAME: Michael Pistrin

NAME: Vincent Tong

(AS TO BOTH SIGNATURES)

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
(TRANSFeree)

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.

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)

2924 VENABLES 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 amend CD-1 (109) (Comprehensive Development) District By-law No. 4926 (the "Rezoning") to permit the development of two residential buildings with a total of 146 social housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"2.5 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function), the General Manager of Arts, Culture and Community Services, and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all dwelling units as social housing for the longer of 60 years and the life of the building, which will contain the following terms and conditions:*

- (a) *A no separate-sales covenant.*
- (b) *A no stratification covenant.*
- (c) *A provision that none of the units in the building will be rented for less than one month at a time.*
- (d) *That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units.*
- (d) *Requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*

- (e) *Not less than 44% of the social housing units will be occupied 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.*
- (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 entered into a Housing Agreement to satisfy the Social Housing Condition, which Housing Agreement was registered at the Land Title Office under Registration nos. CA9566969-CA9566971 (the "Original Housing Agreement") and the Rezoning by-law was subsequently enacted by the City Council;

E. The Owner applied for a Community Housing Incentive Program grant from the City, which grant was approved by the City in principle, subject to, *inter alia*, the Owner entering into an amendment of the Original Housing Agreement or a new Housing Agreement with the City to assist the Owner to achieve the next stage of funding approval with BC Housing and to secure the rents for all of the Social Housing Units in the New Building to provide for increased affordability (the "CHIP Housing Condition");

F. The Owner and BC Housing have entered or will enter into a separate Operating Agreement as more particularly defined in Section 1.1; and

G. The Owner and the City are now entering into this Agreement to replace the Original Housing Agreement and to satisfy the CHIP 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) "BC Housing" means British Columbia Housing Management Commission or its successors in function;
- (c) "City" and "City of Vancouver" are defined in Recital A(ii);

- (d) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"CMHC"** means Canada Mortgage and Housing Corporation or its successors in function;
- (g) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;
- (h) **"Deep Subsidy Income Limit"** means the low income threshold as determined annually or from time to time by BC Housing based on Old Age Security, Guaranteed Income Supplement amounts, Income Assistance amounts or other income sources that fall within the income limit;
- (i) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (j) **"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;
- (k) **"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;
- (l) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (m) **"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;
- (n) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (o) **"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 BC Housing, which is derived from CMHC's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);

- (p) **"Income Assistance"** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (q) **"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;
- (r) **"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;
- (s) **"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;
- (t) **"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;
- (u) **"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;
- (v) **"Old Age Security"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (w) **"Operating Agreement"** means an agreement entered into or to be entered into by the Owner with BC Housing, a copy of which can be obtained from BC Housing, which provides, amongst other things, for the roles and responsibilities of the Owner with respect to the operation of the Lands;
- (x) **"Owner"** means the Transferor, BRIGHTSIDE COMMUNITY HOMES FOUNDATION, and any successors in title to the Lands or a portion of the Lands;
- (y) **"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;

- (z) **"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;
- (aa) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (bb) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (cc) **"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 BC Housing, 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;
- (dd) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (ee) **"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;
- (ff) **"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
- (gg) **"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. Notwithstanding the foregoing, the City and the Owner acknowledge and agree that if at the time of such damage, destruction or demolition, BC Housing, CMHC or an Approved Lender (as that term is defined under the *National Housing Act* (Canada)) as successor holds a mortgage charging the Lands and/or the New Building, then any insurance proceeds received may, at the option of such mortgagee, be applied to repair the New Building or rebuild a replacement building or buildings on the Lands, be paid to the Owner (as the mortgagor) or be applied or paid partly in one way and partly in another, or be applied, in the sole discretion of the mortgagee, in whole or in part towards all indebtedness under such mortgage, whether due or not then due;

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) for so long as an Operating Agreement is in force:
 - A. not less than twenty (20%) percent of the Social Housing Units will be occupied only by households whose gross annual income does not exceed the Deep Subsidy Income Limit and each rented at a rate determined by BC Housing from time to time; and
 - B. not less than fifty (50%) percent of the Social Housing Units will be occupied only by households with incomes below the then current applicable HIL and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; or
 - (ii) if an Operating Agreement is no longer in force and the Owner provides written notice with proof thereof satisfactory to the General Manager of Planning, Urban Design and Sustainability, the Owner will thereafter make reasonable efforts to rent the Social Housing Units at rental rates in accordance with Sections 2.1(d)(i)A and 2.1(d)(i)B, provided always that not less than forty-four (44%) percent of the Social Housing Units, will be occupied only by households with incomes below the then current applicable HIL and each rented at a rate no higher than thirty (30%) percent of the aggregate household income of the members of the household occupying such Social Housing Unit;

and for clarity, each group of Social Housing Units described in Sections 2.1(d)(i)A and 2.1(d)(i)B are separate and distinct from each other;

- (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 Provincial Rental Housing Corporation pursuant to the exercise of a registered option to purchase, to a non-profit corporation or non-profit co-operative association to whom Provincial Rental Housing Corporation subsequently transfers title to or 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, which shall include, without limitation, those entities referred to in Section 2.1(f);
- (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, subject to Section 2.1(b).

**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; and
 - (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 Agreement:

- (a) **"Existing Charges"** means the Mortgage registered under number CA2300224 and the Assignment of Rents registered under number CA2300225
- (b) **"Existing Chargeholder"** means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) **"New Charges"** means the registrable charges and encumbrances 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 Agreement:

- (a) “Existing Charges” means the Mortgage registered under number CA7728020, Modification CA8681404, Modification CA9747464 and Modification CA9943512, and Assignment of Rents registered under number CA7728021;
- (b) “Existing Chargeholder” means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) “New Charges” means the registrable charges and encumbrances 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**Authorization to enter into a Housing Agreement
Re: 1477 West Broadway**

After a public hearing held on April 14, 19 and 21, 2022 and Council decision at the Council meeting on April 26, 2022, Council approved in principle the land owner's application to rezone the above noted property from C-3A (Commercial) 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
July 19, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1477 West Broadway**

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

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

031-075-185

Lot 1 Block 331 District Lot 526 Group 1 New Westminster
District Plan EPP98876

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



1. Application

Tracy Gee, Applicant's Agent
Koffman Kalef LLP
19th Floor, 885 West Georgia Street
Vancouver BC V6C 3H4
6048913670

41990-276
HOUSING AGREEMENT AND BUILDING USE COVENANT

2. Description of Land

PID/Plan Number	Legal Description
031-075-185	LOT 1 BLOCK 331 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP98876

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Agreement
PRIORITY AGREEMENT		Priority Agreement granting the above Covenant priority over Mortgage CA8325959 and Assignment of Rents CA8325960 and the Right of First Refusal to Lease CA7628239 as extended by CA8150345
PRIORITY AGREEMENT		Priority Agreement granting the above Covenant priority over Mortgage CA8616874 and the Assignments of Rents CA8616875
PRIORITY AGREEMENT		Priority Agreement granting the above Covenant priority over Mortgage CA8616876 and the Assignments of Rents CA8616877

4. Terms

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

5. Transferor(s)

1489 WEST BROADWAY NOMINEE CORP., NO.BC0780795
ROYAL BANK OF CANADA, (AS TO PRIORITY)
BROADWAY AND EIGHTH GP INC., NO.BC1043486, (AS TO PRIORITY)
PCI BROADWAY EIGHT DEVELOPMENTS INC., NO.BC1041308, (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 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)

See Affidavit of Execution

YYYY-MM-DD

2022-07-11

**1489 WEST BROADWAY NOMINEE
CORP.**

By their Authorized Signatory

Tim Grant

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

Empty box for Execution Date

ROYAL BANK OF CANADA

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.



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

See Affidavit of Execution

Execution Date

YYYY-MM-DD

2022-07-11

Transferor / Transferee / Party Signature(s)

BROADWAY AND EIGHTH GP INC.
By their Authorized Signatory


Print Name: Tim Grant


Print Name: Jarvis Rouillard

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

See Affidavit of Execution

Execution Date

YYYY-MM-DD

2022-07-11

Transferor / Transferee / Party Signature(s)

**PCI BROADWAY EIGHT
DEVELOPMENTS INC.**
By their Authorized Signatory


Print Name: Tim Grant


Print Name: Jarvis Rouillard

Officer Certification

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



Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

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.

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
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING

1477 WEST BROADWAY

WHEREAS:

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

- (i) the Transferor, 1489 West Broadway Nominee Corp., 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 continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands (the "Rezoning Application") from C-3A (Commercial) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the General Manager of 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 of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "Housing Condition"); and

D. The Owner is entering into this Agreement to satisfy the 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, 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) **"Approving Officer"** means the person appointed pursuant to the provisions of the Land Title Act as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;
- (c) **"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;
- (d) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (e) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) **"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;
- (j) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"Eligible Person"** means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and

- (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
 - (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) not sublet such Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part;
- (l) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (m) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein);
- (n) **"For-Profit Affordable Rental Housing Air Space Parcel"** means the air space parcel that will, following the Subdivision, contain all of the For-Profit Affordable Rental Housing Units, including the Moderate Income Rental Housing Units;
- (o) **"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;
- (p) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
- (q) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:

- (i) income assistance;
- (ii) employment, including regular overtime, vacation pay and gratuities;
- (iii) self-employment, including commission sales;
- (iv) seasonal employment;
- (v) Employment Insurance and WorkSafe BC insurance;
- (vi) training allowances;
- (vii) income from the Resettlement Assistance Program;
- (viii) child support, maintenance payments or support from family/friends/community;
- (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
- (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada (included for calculations with an effective date prior to January, 2013); and
 - (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
- (xii) student loans, equalization payments, student grants and scholarships;
- (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;

- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
 - (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
 - (xvi) Universal Child Care Benefits;
 - (xvii) BC Childcare Subsidy;
 - (xviii) income from foster parenting;
 - (xix) Child in Home of Relative and Extended Family Program;
 - (xx) income from approved live-in care givers;
 - (xxi) GST and Income Tax rebates; and
 - (xxii) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada;
- (r) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
 - (s) "**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;
 - (t) "**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;
 - (u) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(p) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program Rezoning Policy;
 - (v) "**Moderate Income Rental Housing Pilot Program Rezoning Policy**" means the pilot program policy adopted by City Council on November 28, 2017, as amended on December 5, 2017, May 4, 2018 November 26, 2019 and July 21, 2021 which pilot program policy provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is made available to moderate income households;

- (w) **"Moderate Income Rental Housing Rent Roll"** means a rent roll report providing information regarding each of the Moderate Income Rental Housing Units, including the unit number, unit type, unit size and rent;
- (x) **"Moderate Income Rental Housing Report"** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units, including but not limited to the following:
 - (i) unit number for the Moderate Income Rental Housing Unit;
 - (ii) monthly rent rate;
 - (iii) aggregate household Income of the Occupants, based on the most current information available to the Owner pursuant to Section 2.1(g);
 - (iv) number of Occupants residing therein, based on the most current information available to the Owner pursuant to Section 2.1(g);
 - (v) number of bedrooms contained therein;
 - (vi) length of occupancy of the current Tenant; and
 - (vii) the results of the verification conducted by the Owner pursuant to Section 2.1(g); andsuch report shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;
- (y) **"Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Moderate Income Rental Housing Unit"** means any one of such units;
- (z) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (aa) **"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;
- (bb) **"Occupants"** means persons for whom a Rental Housing Unit serves as their Principal Residence and an **"Occupant"** means any one of them, as the context requires;
- (cc) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, **1489 West Broadway Nominee Corp.**, and its successors and assigns;

- (dd) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ee) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (ff) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, 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;
- (gg) **"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;
- (hh) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (ii) **"Replacement Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Moderate Income Rental Housing Unit"** means one such unit;
- (jj) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (kk) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (ll) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;

- (mm) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (nn) "Statement of Moderate Income Rental Housing Unit Eligibility" means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;
- (oo) "Subdivision" means the subdivision of the Lands by the deposit of an air space subdivision plan to enable all of the Moderate Income Rental Housing Units to be contained within the For-Profit Affordable Rental Housing Air Space Parcel;
- (pp) "Tenancy Agreement" means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Moderate Income Rental Housing Unit;
- (qq) "Tenant" means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (rr) "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;
- (ss) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (tt) "*Vancouver Charter*" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (uu) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 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 throughout the Term:
 - (a) the Lands (prior to the Subdivision only), the For-Profit Affordable Rental Housing Air Space Parcel, the New Building and the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;

- (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) all of the 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**”), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the “**Moderate Income Rental Housing Units**”), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies. If the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner 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 or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a “**Replacement For-Profit Affordable Rental Housing Units**”) and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a “**Replacement Moderate Income Rental Housing Units**”) respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Moderate Income Rental Housing Units are pursuant to this Agreement;
- (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Moderate Income Rental Housing Units;will have two or more bedrooms;
- (e) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:

- (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
- (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(p);
- (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
- (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;
- (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;
 - (C) a term that is either on a month-to-month basis or for a fixed term of less than six (6) months;
 - (D) one or more clauses providing that the Tenant acknowledges and agrees that, among other terms, the following are material terms of the Tenancy Agreement:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;

- V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
- VI. the Tenant will not sublease the Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part; and

(E) a clause:

- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
- II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

(vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:

- (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
- (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
- (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
- (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;

- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and
 - (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner 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;
- (i) 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 Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 11.9;
- (j) subject to ARTICLE 9, the Owner 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;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), 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(j), 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;

- (l) the Owner 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;
- (m) if the New Building or any part thereof, is damaged, 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 reasonable wear and tear excepted;
- (n) the Owner 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;
- (o) 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, storage space and balcony space is excluded from the calculation of maximum unit size;

- (p) with respect to the Moderate Income Rental Housing Units:
 - (i) the average initial starting monthly rents for each unit type will be at or below the following amounts:

<u>UNIT TYPE</u>	<u>AVERAGE MONTHLY STARTING RENTS</u>
Studio	\$950
1 Bedroom	\$1,200
2 Bedrooms	\$1,600
3 Bedrooms	\$2,000

- (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Moderate Income Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Moderate Income Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of each of the Development Permit, the Building Permit and the Occupancy Permit;
- (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Moderate Income Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Moderate Income Housing Rental Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Moderate Income Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Moderate Income Rental Housing Unit will be the same as the rent for the former Moderate Income Housing Rental Unit. If, in accordance with the foregoing, the Owner substitutes and re-assigns the designation of a Moderate Income Housing Rental Unit to another Dwelling Unit in the New Building, the Owner shall ensure in each case that the existing and newly assigned Moderate Income Housing Rental Unit continue to be integrated throughout different levels and locations in the New Building such that the quality and standard of the overall distribution of the Moderate Income Housing Rental Units in the New Building is maintained, to the satisfaction of the City, to the quality and standard approved by the City at Development Permit issuance; and
- (iv) the Owner shall not increase the rents for any of the Moderate Income Rental Housing Units, except for annual increases in rent following the issuance of an Occupancy Permit by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the

Residential Tenancy Act and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1) (a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and for clarity, the Owner shall not increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Moderate Income Rental Housing Unit or any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the Building or a Moderate Income Rental Housing Unit.

ARTICLE 3 DEVELOPMENT 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 Moderate Income Rental Housing 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 tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement; 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 8, 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 BUILDING 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 Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a Moderate Income Rental Housing 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 tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit; and

- (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, 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 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

5.1 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 Moderate Income Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(n), is in force and effect, in form and substance satisfactory to the City;
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, 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 5.

**ARTICLE 6
RECORD KEEPING**

- 6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Moderate Income Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:
- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Moderate Income Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
 - (b) within ninety (90) days of:
 - (i) the Owner learning of a change in any Occupant of a Moderate Income Rental Housing Unit;
 - (ii) the date that is the fifth anniversary of the date on which a Moderate Income Rental Housing Unit was rented to a Tenant and every five (5) years thereafter; and
 - (iii) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time,complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;
 - (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and
 - (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

**ARTICLE 7
ENFORCEMENT**

- 7.1 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 8
RELEASE AND INDEMNITY**

8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:

(a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:

(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. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- C. withholding any permit pursuant to this Agreement; or
- D. 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;

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, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or 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 or which could not have been sustained "but for" any of the following:

(i) this Agreement;

(ii) 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;

- C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
- D. 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
- (iii) 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
- (iv) 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, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or City Personnel.

The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 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 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(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 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(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.

- 8.3 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 9
SUBDIVISION OF THE LANDS**

9.1 Subdivision of the Lands: Notwithstanding Section 2.1(j):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to the Subdivision to enable, inter alia, all of the Moderate Income Rental Housing Units to be contained within the For-Profit Affordable Rental Housing Air Space Parcel; and
- (b) following the Subdivision, the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the For-Profit Affordable Rental Housing Air Space Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Moderate Income Rental Housing Units or in respect of the For-Profit Affordable Rental Housing Air Space Parcel pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 10
NOTICES**

10.1 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: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

1489 West Broadway Nominee Corp.
300 - 1030 West Georgia Street
Vancouver, British Columbia
V6E 2Y3

Attention: President

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 land title search for that particular parcel of land.

ARTICLE 11 MISCELLANEOUS

- 11.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 11.9, 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.
- 11.2 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.
- 11.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential*

Tenancy Act, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and
- (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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*.

- 11.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest of the For-Profit Affordable Rental Housing Air Space Parcel (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), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the For-Profit Affordable Rental Housing Air Space Parcel and the New Building 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 such Owner under this Agreement. The provisions in this Section 11.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 11.10 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.
- 11.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 11.12 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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA8325959 and the Assignment of Rents registered under number CA8325960 and the Right of First Refusal to lease registered under number CA7628239 as extended by CA8150345;
- (b) "Existing Chargeholder" means Royal Bank 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:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8616874 and the Assignment of Rents registered under number CA8616875;
- (b) **"Existing Chargeholder"** means Broadway and Eighth GP Inc.;
- (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:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8616876 and the Assignment of Rents registered under number CA8616877;
- (b) **"Existing Chargeholder"** means PCI Broadway Eight Developments Inc.;
- (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:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Sign By-law
Re: 720 Beatty Street and 701 Expo Boulevard**

Following the Public Hearing on October 6, 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
July 19, 2022

720 Beatty Street and 701 Expo Boulevard

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:

“

720 Beatty Street and 701 Expo Boulevard	CD-1(818)	13399	DD
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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 _____, 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 720 Beatty Street and 701 Expo Boulevard**

After the Public Hearing on October 6, 2020, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 19, 2022

720 Beatty Street and 701 Expo Boulevard

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 A (Activity Zone) by adding the following:

“

818	13352	720 Beatty Street and 701 Expo Boulevard
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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 , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 3532 East Hastings Street**

Following the Public Hearings on January 15 and 17, 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
July 19, 2022

3532 East Hastings Street

BY-LAW NO.

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

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

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

“

3532 East Hastings Street	CD-1(820)	13416	C-2C1
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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 , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 3532 East Hastings Street**

After the Public Hearings on January 15 and 17, 2019, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 19, 2022

3532 East Hastings Street

BY-LAW NO.

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

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

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

“

820	13416	3532 East Hastings Street
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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 , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1015 East Hastings Street**

Following the Public Hearings on February 11 and 16, 2021, 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
July 19, 2022

1015 East Hastings Street

BY-LAW NO.

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

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

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

“

1015 East Hastings Street	CD-1(819)	13415	C-3A
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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 , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 1015 East Hastings Street**

After the Public Hearings on February 11 and 16, 2021, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 19, 2022

1015 East Hastings Street

BY-LAW NO. _____

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

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

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

“

819	13415	1015 East Hastings Street
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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 , 2022

Mayor

City Clerk