

EXPLANATION**A By-law to amend Building By-law No. 12511
Regarding Energy Reporting**

The attached By-law will amend the Building By-law to remove Energy Upgrades and is to take effect January 1, 2023. This by-law includes certain additional clarifying revisions pursuant to the draft by-law appearing in Appendix A of the May 17, 2022 report to Council.

Director of Legal Services
November 15, 2022

BY-LAW NO. _____

**A By-law to amend the Building By-law No. 12511
Regarding Energy Reporting**

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

1. This By-law amends the indicated provisions of Building By-law No. 12511.
2. In Book I, Division B, Part 11, Subclause 11.2.1.1.(1)(c)(v) Council strikes out the words “energy and ”.
3. In Book I, Division B, Part 11, Article 11.2.1.2., Council:
 - (a) in Sentence (6), strikes out the words “F4, S4, N4, A4, and E4 as detailed in the Upgrade Mechanism Model in Notes to Part 11.”, and substitutes “F4, S4, N4 and A4 as detailed in the Upgrade Mechanism Model in Note A-11.2.1.2.”.
 - (b) in Sentence (8), strikes out the words “F4, S4, N4, A4, and E3”, and substitutes “F4, S4, N4 and A4”.
 - (c) strikes out Sentence 11.2.1.2.(9) as follows:

“

9) The upgrade requirements for energy efficiency to *existing buildings* shall conform to the upgrade mechanism model in Notes to Part 11 for energy efficiency except for

 - a) *buildings* designed and constructed in conformance with ASHRAE 90.1-2007 or as deemed acceptable to the *Chief Building Official*,
 - b) *buildings* designed and constructed in conformance with Article 9.25.2.1. of Building By-law No. 9419,
 - c) *buildings* where the *alteration* is limited to the upgrade of energy related specific equipment, as listed in Table 11.2.1.2.-A, provided the replacement equipment complies with industry standards for “high efficiency,” and
 - d) *multifamily buildings* not more than 3 storeys in *building height* may comply with the energy efficiency upgrade requirements of Table 11.2.1.4.(2).”.
 - (d) strikes out Table 11.2.1.2.A as follows:

“

Table 11.2.1.2.-A
Energy Related Equipment
 Forming part of sentence 11.2.1.2.(9)

Equipment Type	Specific Equipment
Basic Building Systems	Boilers
	Furnaces
	Hot Water Tanks
	Lighting Systems
	Energy Reduction Sensors (occupant, light, etc.)
Renewable Energy Systems	Photovoltaic system
	Solar Thermal system
	Biofuel-based Energy system
	Geothermal Heating system
	Geothermal Electric system
	Wave & Tidal Power system
High Performance Energy Systems	Ground Source Heat Pump system
	Air Source Heat Pump system
	Waste Heat Recovery system

”

- (e) rennumbers Sentence 11.2.1.2.(10) as Sentence 11.2.1.2.(9).,
 - (f) rennumbers “Table 11.2.1.2.-B” as “Table 11.2.1.2.-A”,and
 - (g) in Table 11.2.1.2.-A, deletes the words “Forming part of sentence 11.2.1.2.(10)” and substitutes “Forming part of Sentence 11.2.1.2.(9)”.
4. In Book I, Division B, Part 11, Sentence 11.2.1.2.(9), Council:
- (a) in clause 11.2.1.2.(9)(d) strikes out the words “Table 11.2.1.2.-B” and substitutes “Table 11.2.1.2.-A”, and

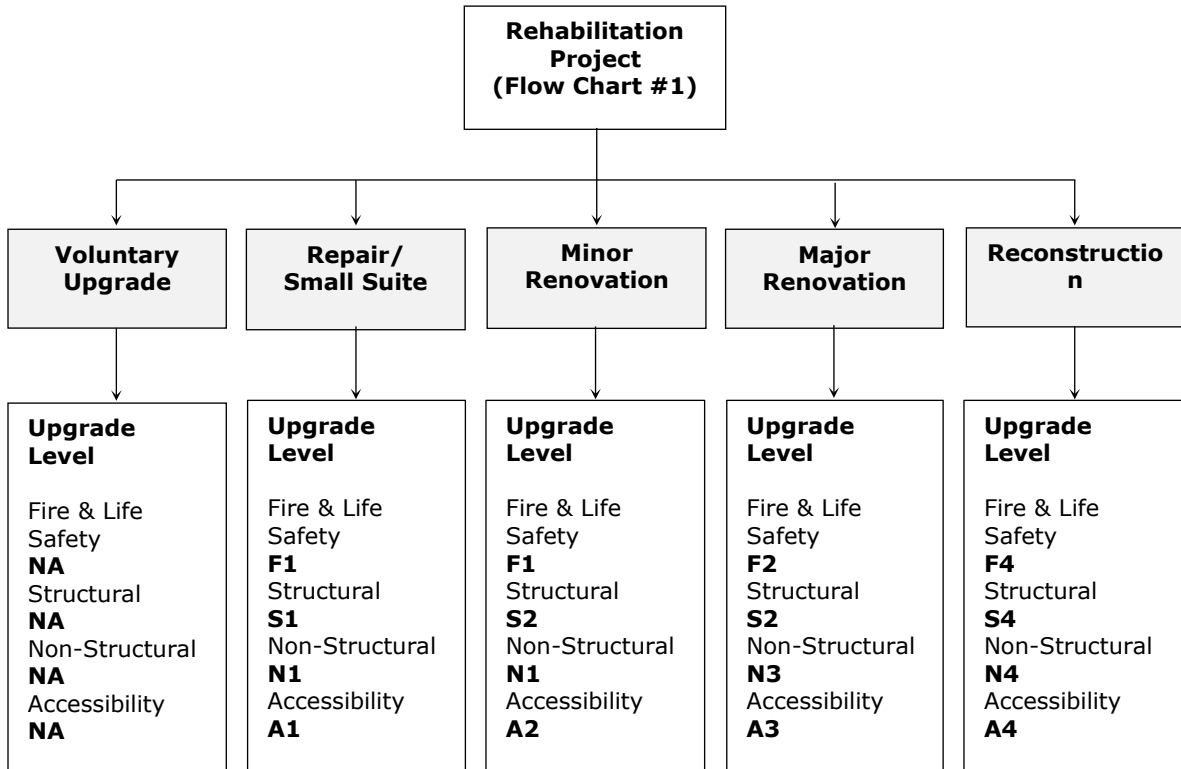
- (b) in the notes to Table 11.2.1.2.-A, renumbers all references to “Table 11.2.1.2.-B” as “Table 11.2.1.2.-A”.
- 5. In Book I, Division B, Part 11, Sentence 11.2.1.4.(1), in the header to Table 11.2.1.4.(2), Council deletes the words “ (except as permitted by Clause 11.2.1.2.(9)(d)).”.
- 6. In Book I, Division B, Part 11, Sentence 11.2.1.6.1), Council:
 - (a) strikes out the word “Where” and substitutes “Except as permitted by Article 11.2.1.4., where”, and
 - (b) strikes out the words “F4, S4, N4, A4 and E4” and substitutes “F4, S4, N4 and A4”.
- 7. In Book I, Division B, Part 11, Clause 11.4.2.1.1)(g), Council strikes out the words “Division B Appendix A and the energy upgrade requirements of Article 11.2.1.4.” and substitutes “note A-11.2.1.2.”.
- 8. In Book I, Division B, Part 11, Clause 11.4.7.1.1)(a), Council strikes out the words “F4, S4, N4, A4 and E4” and substitutes “F4, S4, N4 and A4”.
- 9. In Book I, Division B, Part 11, in note A-11.2.1.2., Council:
 - (a) in the text associated with the subheader “**STEP 3**”, strikes out the words “The required upgrade levels for fire, life & health safety; structural safety; non-structural safety; accessibility for persons with disabilities; and energy efficiency are to be determined using each of the applicable project type flow charts and the related category of work” and substitutes “The required upgrade levels for fire, life & health safety; structural safety; non-structural safety; and accessibility for persons with disabilities are to be determined using each of the applicable project type flow charts and the related category of work”;
 - (b) strikes out the Subheader “**STEP 4**” and its associated text, and substitutes the following:

“**STEP 4** - Determine the objective and acceptable solution for the most restrictive upgrade level for fire, life and health safety; structural safety; non-structural safety; and accessibility for persons with disabilities. The most restrictive upgrade levels are the design upgrade levels that are to be applied to the existing building.

The model is based on incremental upgrade levels for each of the fire, life and health safety (F), structural safety (S); non-structural safety (N); and accessibility (A) objectives. For each of the upgrade levels, the model states the objective of the upgrade level as well as the corresponding acceptable solution that is deemed to meet the intended objective of the applicable upgrade level. The objective statement and acceptable solution for each F, S, N and A upgrade level is defined in Table A-11.2.1.2.-B.”;
 - (c) in the text associated with the subheader “**REPAIR**”, strikes out the words “For Repairs, an E1 level of energy upgrade shall be applied.”;

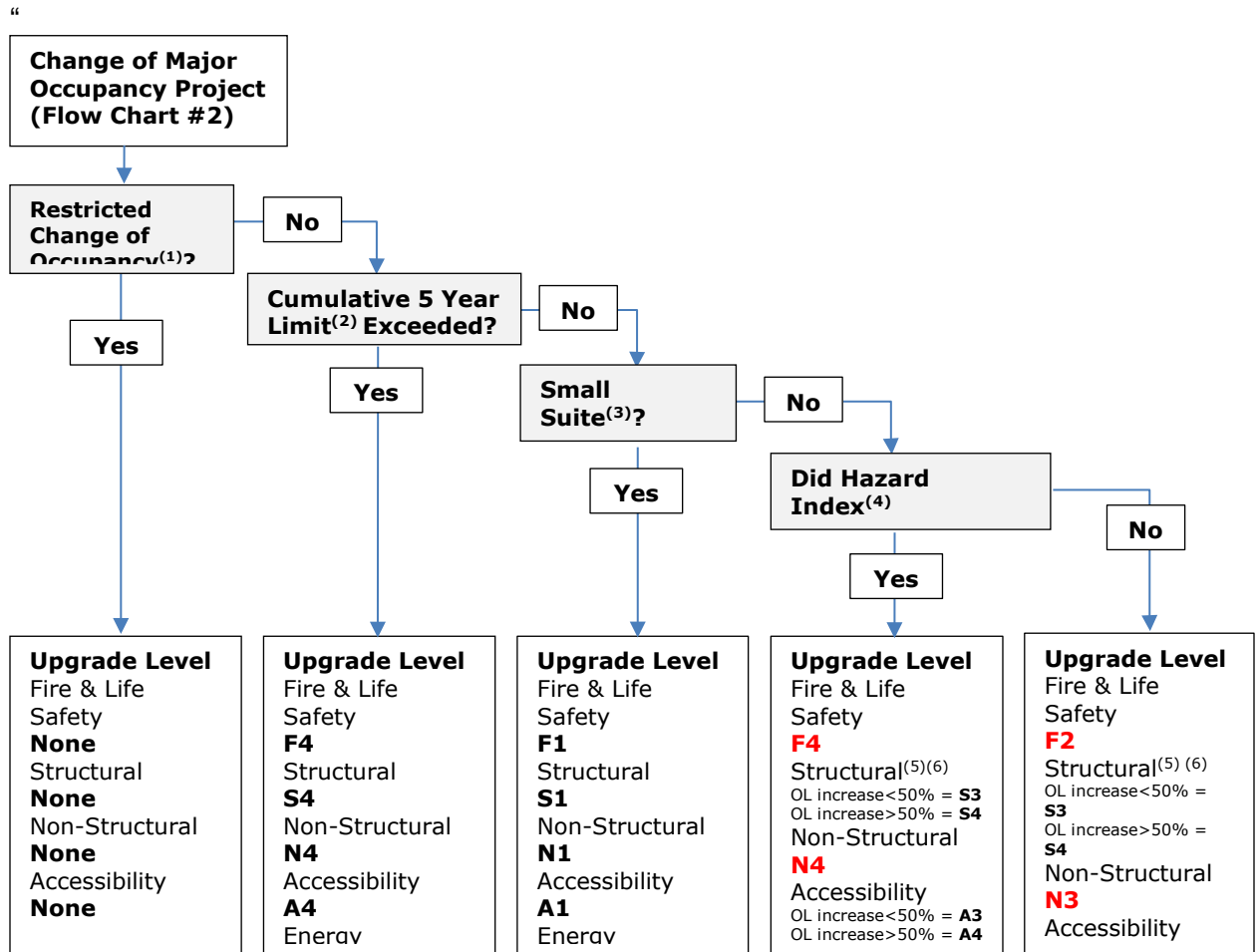
- (d) in the text associated with the subheader “**SMALL SUITE**”, strikes out the words “For Small Suite renovations, an E2 level of energy upgrade shall be applied.”;
- (e) under the subheader **FLOW CHART NO.1**, strikes out the associated flow chart and substitutes the following:

“



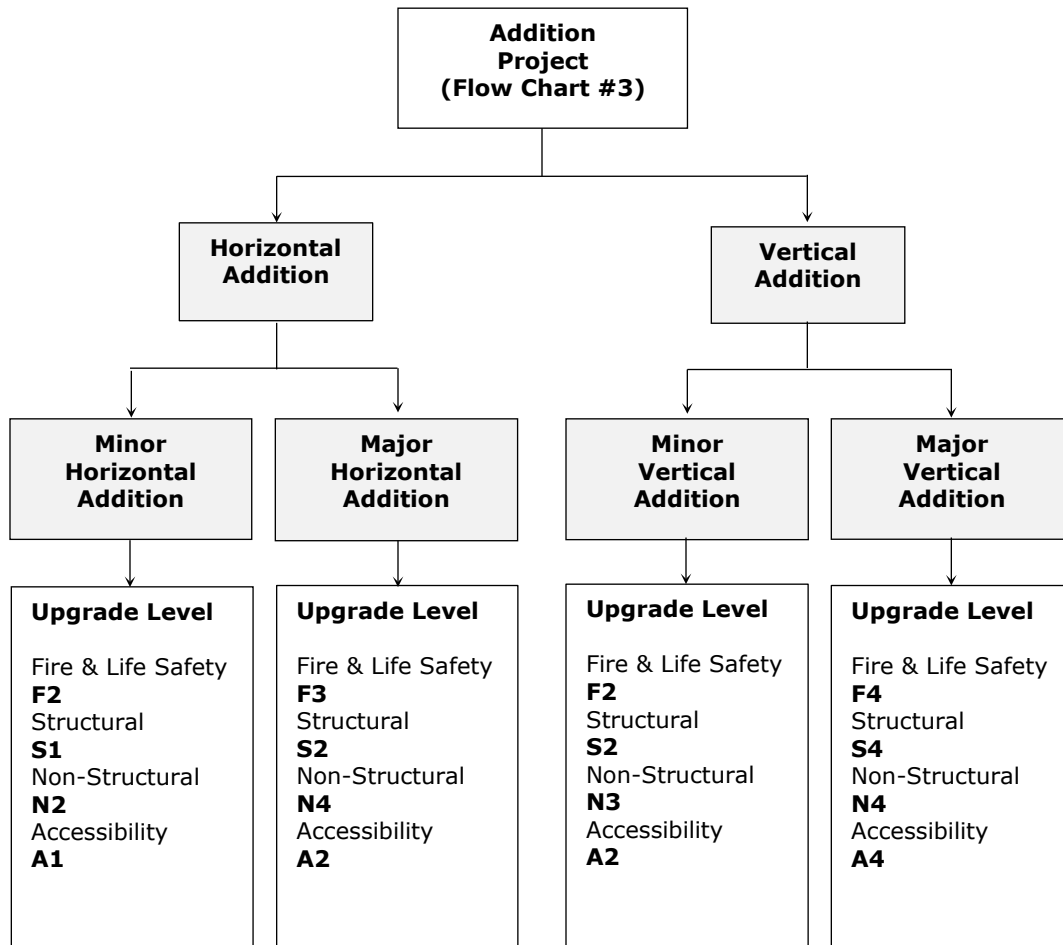
”;

- (f) under the subheader **FLOW CHART NO.1**, strikes out note (3) associated with FLOW CHART NO.1;
- (g) under the subheader **FLOW CHART NO.2**, strikes out the associated flow chart and substitutes the following:



- (h) under the subheader **FLOW CHART NO.3**, strikes out the associated flow chart and substitutes the following:

“



”;

- (i) strikes part of the Notes for Existing Buildings, as follows:

“

TABLE A-11.2.1.2.-C Alternative acceptable solutions for Energy Efficiency		
General Objective Statement: Improve the energy and GHG emissions performance of buildings, systems or components. Solution Location: E1 through E5 – Project Location. E6 and E7 – Building Location		
E Level	Building System	Alternative Acceptable Solution Options ⁽¹⁾ (Choose one)
E1 Level Objective Statement: Review and maintain, or upgrade, basic efficiency of equipment or components.		
E1	Envelope	1) Reduce air leakage of all Glazing & Doors (per 5.4.3.2 of ASHRAE 90.1-2016) 2) Upgrade all Opaque Doors performance (per 5.5.3.6 of ASHRAE 90.1-2016)
	HVAC ⁽³⁾	1) Upgrade Dead Band settings (per 6.4.3.1.2 of ASHRAE 90.1-2016) 2) Upgrade Set-point Overlap Restrictions (per 6.4.3.2 of ASHRAE 90.1-2016) 3) Upgrade Off-Hour Controls (per 6.4.3.3 of ASHRAE 90.1-2016) 4) Upgrade Ventilation System Controls (per 6.4.3.4 of ASHRAE 90.1-2016) 5) Upgrade Heat Pump Auxiliary Heat Controls (per 6.4.3.5 of ASHRAE 90.1-2016) 6) Upgrade Freeze Protection and Snow/Ice Melting Systems (per 6.4.3.7 of ASHRAE 90.1-2016) 7) Upgrade Ventilation Controls For High-Occupancy Areas (per 6.4.3.8 of ASHRAE 90.1-2016) 8) Upgrade DDC Controls (per 6.4.3.10 of ASHRAE 90.1-2016) 9) Inspect and remediate HVAC Insulation (per 6.4.4.1 of ASHRAE 90.1-2016) 10) Inspect and remediate Duct and Plenum Leakage (per 6.4.4.2 of ASHRAE 90.1-2016) 11) Upgrade Heat and Cool Limitation (per 6.5.2.1 of ASHRAE 90.1-2016)
	SWH ⁽⁴⁾	1) Upgrade all SWH Piping Insulation (per 7.4.3 of ASHRAE 90.1-2016)
	Lighting	1) Upgrade internal Exit Signs to not exceed 5W per face 2) Functional Testing (per 9.4.3 of ASHRAE 90.1-2016)
E2 Level Objective Statement: Review and maintain, or upgrade, basic efficiency of sub-systems.		
E2⁽²⁾	Envelope	1) Reduce air leakage of all Loading Dock Doors (per 5.4.3.3 of ASHRAE 90.1-2016) 2) Upgrade all Floor Insulation (per 5.5.3.4 of ASHRAE 90.1-2016) 3) Reduce total Skylight Fenestration/Glazing Area to 3% of gross roof area (per 5.5.4.2.2 of ASHRAE 90.1-2016)
	HVAC ⁽³⁾	1) Upgrade Chilled Water Plant Monitoring (per 6.4.3.11 of ASHRAE 90.1-2016) 2) Upgrade Economizer Fault Detection and Diagnostics (per 6.4.3.12 of ASHRAE 90.1-2016) 3) Clean and Balance all Air Systems (per 6.7.2.3.2 of ASHRAE 90.1-2016)

		4) Balance all Hydronic Systems (per 6.7.2.3.3 of ASHRAE 90.1-2016) 5) Remove Wood-Burning Fireplace unit 6) Replace gas fireplace pilot light with electronic ignition unit with energy rating over 50 7) Install makeup air supply per code to balance exhaust fan(s) over 300 cfm
	SWH ⁽⁴⁾	1) Upgrade SWH system Temperature Controls (per 7.4.4.1 of ASHRAE 90.1-2016) 2) Upgrade SWH system Temperature Maintenance Controls (per 7.4.4.2 of ASHRAE 90.1-2016) 3) Upgrade SWH system Outlet Temperature Controls (per 7.4.4.3 of ASHRAE 90.1-2016) 4) Upgrade SWH system Circulating Pump Controls (per 7.4.4.4 of ASHRAE 90.1-2016) 5) Upgrade Pool systems (per 7.4.5 of ASHRAE 90.1-2016) 6) Upgrade pipe risers to incorporate Heat Traps (per 7.4.6 of ASHRAE 90.1-2016)
E2⁽²⁾	Lighting	1) Upgrade to Local Control (per 9.4.1.1.(a) of ASHRAE 90.1-2016) 2) Upgrade to Restricted to Manual ON (per 9.4.1.1.(b) of ASHRAE 90.1-2016) 3) Upgrade to Restricted to Partial Automatic ON (per 9.4.1.1.(c) of ASHRAE 90.1-2016) 4) Upgrade to Bilevel Lighting Control (per 9.4.1.1.(d) of ASHRAE 90.1-2016) 5) Upgrade all Automatic Daylighting Responsive Controls for Sidelighting (per 9.4.1.1.(e) of ASHRAE 90.1-2016) 6) Upgrade all Automatic Daylighting Controls for Toplighting (per 9.4.1.1.(f) of ASHRAE 90.1-2016) 7) Upgrade to incorporate Automatic Partial OFF (per 9.4.1.1.(g) of ASHRAE 90.1-2016) 8) Upgrade to incorporate Automatic Full OFF (per 9.4.1.1.(h) of ASHRAE 90.1-2016) 9) Upgrade to incorporate Scheduled Shutoff (per 9.4.1.1.(i) of ASHRAE 90.1-2016) 10) Upgrade to control Parking Garage Lighting (per 9.4.1.3 of ASHRAE 90.1-2016) 11) Upgrade to incorporate Additional Controls for Special Applications (per 9.4.1.3 of ASHRAE 90.1-2016) 12) Exterior Lighting Control (per 9.4.1.7 of ASHRAE 90.1-2016) 13) Reduce total Skylight Fenestration/Glazing Area to 3% of gross roof area (per 5.5.4.2.2. of ASHRAE 90.1-2016)
	Exterior or Patio Heating	1) Remove exterior space heating system 2) Upgrade energy intensity (per 10.2.2.22.(3)) and system controls per 10.2.2.22.(4)
E3 Level Objective Statement: Review and and improve energy performance of systems.		
E3⁽²⁾	Envelope	1) Provide a Building Envelope Assessment Report, to be signed and sealed by a design professional, report to include: effective R-value, blower test, list of upgrades to achieve a compliance rating using COMcheck ⁽⁵⁾ software (latest version). 2) Reduce air leakage of all Fenestration & Doors (per 5.4.3.2 of ASHRAE 90.1-2016) 3) Upgrade all Below-Grade Wall Insulation (per 5.5.3.3 of ASHRAE 90.1-2016) 4) Inspect and remediate all ceiling space and floor space equipment and services including ductwork, plumbing, insulation, penetrations, dampers, valves, coils, pans and drains. 5) Inspect and remediate all floor/crawl space services (ducts, plumbing, insulation, penetrations, drains etc)

	HVAC ⁽³⁾	<ol style="list-style-type: none"> 1) Provide an HVAC System Assessment Report, to be signed and sealed by a design professional. Report to include: systems reviews, upgrade and re-commissioning options, with estimates for energy savings and cost paybacks. 2) Upgrade all ducts, plenums, and insulation (per 6.4.4 of ASHRAE 90.1-2016); inspect and remediate HVAC Insulation (per 6.4.4.1 of ASHRAE 90.1-2016); and inspect and remediate Duct and Plenum Leakage (per 6.4.4.2 of ASHRAE 90.1-2016) 3) Incorporate Exhaust Air Recovery systems (per 6.5.6.1 of ASHRAE 90.1-2016) 4) Incorporate a Service Water Heating Recovery system (per 6.5.6.2 of ASHRAE 90.1-2016) 5) Upgrade all Kitchen Exhaust and Replacement Air systems (per 6.5.7.2 of ASHRAE 90.1-2016) 6) Upgrade all Laboratory Exhaust and Replacement Air systems (per 6.5.7.3 of ASHRAE 90.1-2016) 7) Balance all systems (per 6.7.2.3 of ASHRAE 90.1-2016)
E3⁽²⁾	SWH ⁽⁴⁾	<ol style="list-style-type: none"> 1) Provide an HVAC System Assessment Report, to be signed and sealed by a design professional <ul style="list-style-type: none"> • Report to include: systems reviews, upgrade and re-commissioning options, with estimates for energy savings and cost paybacks. 2) Upgrade SWH system Controls (per 7.4.4 of ASHRAE 90.1-2016)
	Lighting	<ol style="list-style-type: none"> 1) Provide a comprehensive Lighting System Assessment Report to be signed and sealed by a design professional <ul style="list-style-type: none"> • Report to include: systems reviews, upgrade options, with estimates for energy savings and cost paybacks. 2) Upgrade total Exterior Lighting Power (per 9.4.2 of ASHRAE 90.1-2016) of the suite. 3) Meet the interior lighting power allowance by the Building Area Method (per 9.5 of ASHRAE 90.1-2016) 4) Meet the interior lighting power allowance by the Space-by-Space Method (per 9.6 of ASHRAE 90.1-2016)
	Exterior or Patio Heating	<ol style="list-style-type: none"> 1) Remove exterior space heating system 2) Upgrade energy intensity, system and unit/zone controls (per 10.2.2.22.(3) and (4)), and circulation fans (per 10.2.2.22.(5))
E4 Level Objective Statement: Review and improve energy performance of larger systems.		
E4⁽²⁾	Envelope	<ol style="list-style-type: none"> 1) Reduce air leakage of entire Building Envelope (per 5.4.3 of ASHRAE 90.1-2016) 2) For single retail/tenant spaces < 500 m²) Perform an Air Leakage / Blower test and remediate 3) Upgrade all Roof Insulation (per 5.5.3.1 of ASHRAE 90.1-2016) 4) Upgrade all Above-Grade Wall Insulation (per 5.5.3.2 of ASHRAE 90.1-2016) 5) For single retail/tenant spaces < 500 m²) Replace storefront window(s) to meet the By-law. 6) Reduce total vertical Fenestration/Glazing Area to 40% of gross wall area (per 5.5.4.2.1 of ASHRAE 90.1-2016) 7) Upgrade all Fenestration/Glazing Performance (per 5.5.4.3 and 5.5.4.4 of ASHRAE 90.1-2016)

		8) Inspect and remediate roof systems including membrane, parapets, scuppers, drains, gutters, downspouts and drains.
	HVAC ⁽³⁾	1) Upgrade all Zone Thermostatic Controls (per 6.4.3.1 of ASHRAE 90.1-2016) 2) Upgrade HVAC to incorporate Economizers (per 6.5.1 of ASHRAE 90.1-2016) 3) Upgrade Heat Rejection Equipment (per 6.5.5 of ASHRAE 90.1-2016) 4) Upgrade to Air and Service Water Heating Heat Recovery systems (per 6.5.6 of ASHRAE 90.1-2016) 5) Upgrade entire Radiant Heating system (per 6.5.8 of ASHRAE 90.1-2016) 6) (Re-)Commission all systems (per 6.7.2.4 of ASHRAE 90.1-2016)
	SWH ⁽⁴⁾	1) Upgrade all Service Water Heating Equipment Efficiency (per 7.4.2 of ASHRAE 90.1-2016)
	Lighting	1) Lighting Control (per 9.4.1 of ASHRAE 90.1-2016)
	Exterior or Patio Heating	1) Remove exterior space heating system 2) Upgrade exterior space heating system (per 10.2.2.22)
E5 Level Objective Statement: Review and bring to present VBBL energy requirements, entire system(s) affected by vertical addition.		
E5⁽²⁾	Envelope	1) Upgrade insulation levels of entire Building Envelope (Opaque Areas) (per 5.5.3 of ASHRAE 90.1-2016) 2) Upgrade all Fenestration/Glazing (per 5.5.4 of ASHRAE 90.1-2016)
	HVAC ⁽³⁾	1) Upgrade all HVAC Controls, Insulation and Leakage (per 6.4 of ASHRAE 90.1-2016)
	SWH ⁽⁴⁾	1) Upgrade Service Water Heating system to meet the Mandatory Provisions (per 7.4 of ASHRAE 90.1-2016)
	Lighting	1) Upgrade Lighting system to meet the Mandatory Provisions (per 9.4 of ASHRAE 90.1-2016)
E6 Level Objective Statement: Reconstruct entire building systems to meet energy efficiency requirements of present Vancouver Building By-Law.		
E6	Envelope	1) Upgrade all aspects of Building Envelope (per Section 5 of ASHRAE 90.1-2016)
	HVAC ⁽³⁾	1) Upgrade all aspects of HVAC (per Section 6 of ASHRAE 90.1-2016)
	SWH ⁽⁴⁾	1) Upgrade all aspects of SWH (per Section 7 of ASHRAE 90.1-2016)
	Lighting	1) Upgrade all aspects of Lighting (per Section 9 of ASHRAE 90.1-2016)
E7 Level Objective Statement: Reconstruct building to meet energy efficiency requirements of present Vancouver Building By-Law.		
E7	Energy	1) Upgrade existing building (per VBBL 1.3.3.7 Energy Use)

Notes to Table A-11.2.1.2.-C:

- (1) References to ASHRAE 90.1 in Table A-11.2.1.2.-C can be considered guidance for determining the scope of work when applying the upgrade requirements to low-rise multifamily projects, otherwise these projects may apply the energy upgrade requirements of Table 11.2.1.4, per the options provided within Sentence 11.2.1.2.(9)(d).
- (2) BOMA BEST (Path 1) may be substituted as the solution for upgrade level E2. BOMA BEST (Path 2) may be substituted as the solution for upgrade levels E3, E4 or E5. BOMA BEST is a Canadian industry standard for commercial building sustainability certification. Official certification documentation produced by BOMA would be required for acceptance as an alternative acceptable solution option.

The intent of the inclusion of the BOMA BEST rating system is to recognise the efforts made towards improved building performance. BOMA BEST Path 1 or Path 2 will be accepted provided

- a) the BOMA BEST certification is administered by BOMA,
- b) BOMA BEST Path 1 - BOMA BEST (Level 1, 2, 3, 4) provides proof of a valid Certification and ongoing commissioning per BOMA's BEST Practice Q.3 (Preventative Maintenance Program), and
- c) BOMA BEST Path 2 - BOMA BEST (Level 1-AL2, 2, 3, 4) provides proof of a first-time Certification (to at least Level 1 with an ASHRAE Level 2 audit) within the previous 18 months, or a valid Certification and an increase in BOMA BEST's Energy Performance Benchmark Scale by at least one level within the previous 18 months, or advancing Certification (from one level to another) within the previous 18 months.

Proof means in the form of official certified documentation produced by BOMA, or a single Commissioning/Energy Report developed and provided by a qualified consultant, contractor, or other expert in this specialized field.

- (3) HVAC – Heating, Ventilating and Air Conditioning
- (4) SWH – Service Water Heating
- (5) COMcheck – software developed by the US Department of Energy for use with ASHRAE 90.1-2016 Building Envelope Trade-Off option

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- (j) in the first paragraph associated with header “Hazard Index Table” strikes out the words “Table A-11.2.1.2.-D” and substitutes “Table A-11.2.1.2.-C”;
- (k) in the third paragraph associated with header “Hazard Index Table” strikes out the words “see Note A-11.2.1.2.(10)” and substitutes “see Note A-11.2.1.2.(9)”;
- and
- (l) rennumbers Table “A-11.2.1.2.-D” as “A-11.2.1.2.C”.

10. In Book I, Division B, in the notes to Part 11, Council strikes out Note A-11.2.1.2.(10) and substitutes the following:

“

A-11.2.1.2.(9) Restricted Change of Occupancy. The term “restricted change of occupancy” refers to a change in major occupancy restricted to a specific set of uses as set out in Article 11.2.1.2.(9) that are limited both in scope and risk such that it does not increase the overall hazard.

While it is intended that designers and owners seeking to apply this requirement refer to the hazard index table A-11.2.1.2.-B, for the purposes of this Article – they may substitute the aggregate suite area of the suite in lieu of the building area where the change of major occupancy is wholly contained within the original suite.

For example: a suite of 300 m² is being repartitioned and converted from a “business office” use (Group D) to a suite of “retail toystore” use (Group E) of 150 m² and second suite of “health care office” use which are fully contained within the original 300 m² suite area. The aggregate suite area is therefore permitted to be used for the purposes of determining the appropriate hazard index which is then established as follows:

- Business Office (300 m²) – 4 (original)

- Retail Toystore (150 m²) – 4 (new)
- Health Care Office (150 m²) – 3 (new)

By comparison, a larger toystore, such as the conversion of the original 300 m² suite area into a toystore, would result in a hazard index of '5' which would not meet the requirements of Article 11.2.1.2. for a "restricted change of occupancy" as it represents an increase in hazard.

While the hazard index table is a useful tool for assessment, it is also important to understand that no table can address all possible combinations of uses. Designers and owners should exercise caution when making judgments of relative hazards in this regard.

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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.

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

EXPLANATION**A By-law to amend the Business Premises Regulation of Hours By-law
during the 2022 FIFA World Cup**

The attached By-law will implement Council's resolution adopted on November 15, 2022, regarding business hours during the 2022 FIFA World Cup.

Director of Legal Services
November 15, 2022

BY-LAW NO. _____

**A By-law to amend the Business Premises Regulation of Hours By-law
during the 2022 FIFA World Cup**

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

1. This By-law amends the indicated provisions of Business Premises Regulation of Hours By-law No. 8022.
2. Council adds the following after section 6:

“6A. Notwithstanding anything else in this By-law all Standard Hour Liquor Establishments and Extended Hour Liquor Establishments anywhere in the City may be open in accordance with Policy Directive No. 22-15 issued by the Province of British Columbia’s Liquor and Cannabis Regulation Branch on October 31, 2022 concerning Temporary Authorization for Liquor Primary Establishments to open early during the 2022 FIFA World Cup, November 20 – December 18, 2022.

6B. Notwithstanding anything else in this By-law all Restaurants Class 1 and Restaurants Class 2 in the Downtown Eastside may be open during games during the 2022 FIFA World Cup, November 20 – December 18, 2022.”.
3. Council strikes the following from the By-law:

“6A. Notwithstanding anything else in this By-law all Standard Hour Liquor Establishments and Extended Hour Liquor Establishments anywhere in the City may be open in accordance with Policy Directive No. 22-15 issued by the Province of British Columbia’s Liquor and Cannabis Regulation Branch on October 31, 2022 concerning Temporary Authorization for Liquor Primary Establishments to open early during the 2022 FIFA World Cup, November 20 – December 18, 2022.

6B. Notwithstanding anything else in this By-law all Restaurants Class 1 and Restaurants Class 2 in the Downtown Eastside may be open during games during the 2022 FIFA World Cup, November 20 – December 18, 2022.”.
4. This By-law is to come into force and take effect on the date of its enactment, except for section 3, which is to come into force and take effect on December 19, 2022.

ENACTED by Council this _____ day of _____, 2022

Mayor

Acting City Clerk

EXPLANATION**Building By-law amending By-law
Re: 2023 Fee Increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Building By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

BY-LAW NO.

**A By-law to amend Building By-law No. 12511
Regarding Fees for 2023**

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

1. This By-law amends the indicated provisions of the Building By-law No. 12511.
2. Council strikes out the Schedule of Fees in Schedule 1 (Book I – General) and Schedule 2 (Book II – Plumbing Systems), and substitutes in each of Book I and Book II the Schedule of Fees attached to this By-law.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

SCHEDULE OF FEES

PART A - BUILDING

1. The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:

- (a) Except as provided for in Clause (b) for the CONSTRUCTION of any BUILDING, or part thereof:

When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$185.00

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 \$11.80

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 \$6.00

- (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to:

- (i) any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR-CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500
(ii) any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair \$117.00

- (c) For an OCCUPANCY PERMIT not required by this By-law but requested \$267.00

- (d) For the demolition of a BUILDING, not including a SINGLE DETACHED HOUSE, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:

For each DWELLING UNIT \$1,340.00

For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household \$1,340.00

- | | | |
|-----|--|------------|
| (e) | For the demolition of a SINGLE DETACHED HOUSE, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 | \$1,340.00 |
| (f) | For the repair of building envelope pursuant to requirements of Book I, Division B, Part 5 for any residential building | Nil |

2. The fees hereinafter specified shall be paid to the City as follows:

- | | | |
|-----|--|----------|
| (a) | For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time: | |
| | For each hour or part thereof | \$364.00 |
| (b) | For a plan review where an applicant requests in writing that the review be carried out during overtime: | |
| | For each hour or part thereof | \$364.00 |
| (c) | For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection: | |
| | For each hour or part thereof | \$240.00 |
| (d) | For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected | \$240.00 |
| (e) | For each inspection of a drainage tile system: | |
| | For a single detached house or duplex | \$248.00 |
| | For all other drain tile inspections: | |
| | When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000 | \$484.00 |
| | When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000 | \$968.00 |

	When the estimated cost of the work exceeds \$1,000,000	\$1,220.00
(f)	For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:	
	For a residential building containing not more than 2 principal dwelling units	\$310.00
	For all other BUILDINGS	\$622.00
(g)	To access plans (electronic or on microfilm) or documents for viewing or copying	\$52.80
(h)	For each microfilm image or electronic file copied	\$14.60
(i)	For a request to renumber a BUILDING	\$1,140.00
(j)	For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.2. of Book I, Division C and Book II, Division C	50% of the original BUILDING PERMIT fee to a maximum of \$444.00
(k)	For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C	\$2,910.00
(l)	For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Section 1.6.6. of Book I, Division C and Book II, Division C	
	where the PERMIT relates to a SINGLE DETACHED HOUSE or a SECONDARY SUITE	\$240.00
	plus for each hour, or part thereof, exceeding one hour	\$240.00
	where the PERMIT relates to any other BUILDING	\$729.00
	plus for each hour, or part thereof, exceeding one hour	\$364.00
(m)	For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations	\$443.00

- (n) For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. of Book I, Division C
for each application \$1,019.00
 - (o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions
for each application \$582.00
 - (p) For review by the Alternative Solution Review Panel \$3,270.00
 - (q) For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2 \$364.00
3. Upon written application of the payor and on the advice of the General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (d) and (e) of Section 1:
- (a) for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and
 - (b) for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.

PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

For the Installation of:

One, two or three FIXTURES	\$240.00
Each additional FIXTURE	\$75.60

Note: For the purpose of this schedule the following shall also be

considered as FIXTURES:

- Every “Y” intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

For each 30 m of piping or part thereof	\$353.00
For each 30 m of piping or part thereof, exceeding the first 30 m	\$98.30
Connection of the City water supply to any hydraulic equipment	\$133.00

2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof	\$353.00
Each additional inspection for each 30 m of water supply pipe or part thereof	\$146.00

Sprinklers:

First head, single detached house or duplex	\$402.00
First head, all other buildings	\$856.00
First head, renovations to existing sprinkler systems	\$249.00
Each additional head, all buildings (no limit on number)	\$4.40

Firelines:

Hose Cabinets	\$46.50
Hose Outlets	\$46.50
Wet & Dry Standpipes	\$46.50
Standpipes	\$46.50
Dual Check Valve In-flow Through Devices	\$46.50
Backflow Preventer	\$240.00

Wet & Dry Line Outlets:

Each connection	\$46.50
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump	\$376.00
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Each Fire Hydrant	\$116.00
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3. REINSPECTIONS

For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$240.00
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4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof	\$240.00
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An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$364.00
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5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof	\$353.00
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Each additional inspection for each 30 m of BUILDING SEWER or part thereof	\$146.00
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PART C – OPERATING PERMITS

Every applicant for an OPERATING PERMIT shall, at the time of application for a new OPERATING PERMIT or renewal of an OPERATING PERMIT, pay to the City the fees set out hereunder:

For each OPERATING PERMIT relating to equipment or systems in a BUILDING	\$184.00
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For not renewing an OPERATING PERMIT on or before the renewal date	The OPERATING PERMIT renewal fee plus \$105.00
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For each reinspection made necessary due to non-compliance with this By-law	\$229.00
For each change of permit holder on an OPERATING PERMIT	\$105.00

PART D – MECHANICAL PERMITS

For a MECHANICAL PERMIT in a 1-3 storey BUILDING	\$367.50 plus \$13.00 per 1kW
For a MECHANICAL PERMIT in a BUILDING of 4 storeys and above	\$840.00 plus \$105 for each electric heat pump installation above 6 total heat pump units

EXPLANATION**Electrical By-law amending By-law
Re: 2023 Fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Electrical By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

**A By-law to amend
Electrical By-law No. 5563 Regarding Fees for 2023**

1. This By-law amends the indicated provisions of Electrical By-law No. 5563.
2. Council strikes Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

Mayor

Acting City Clerk

APPENDIX A

SCHEDULE A

- The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:**

When the estimated cost does not exceed \$250	\$90.10
When the estimated cost exceeds \$250 but does not exceed \$500	\$121.00
When the estimated cost exceeds \$500 but does not exceed \$700	\$159.00
When the estimated cost exceeds \$700 but does not exceed \$1,000	\$207.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000	\$207.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000	\$68.00
When the estimated cost exceeds \$10,000 but does not exceed \$50,000	\$946.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$10,000	\$36.80
When the estimated cost exceeds \$50,000 but does not exceed \$100,000	\$2,670.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000	\$22.30
When the estimated cost exceeds \$100,000 but does not exceed \$500,000	\$3,950.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000	\$15.60
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000	\$11,110.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000	\$11.80

	When the estimated cost exceeds \$1,000,000	\$18,290.00
	plus for every \$1,000 of the estimated costs, or part thereof, over \$1,000,000	\$5.10
2.	The temporary power permit shall be valid for one year and the fee shall be:	
	(a) for single detached houses and duplexes	\$490.00
	(b) for installation, construction, alteration, repair or maintenance of temporary electrical equipment (such as electric crane or hoist; security alarm or camera; generator; transformer; motor; etc.), and	\$240.00
	(c) for all other uses where the temporary power is supplied from a power source not exceeding 750V	\$520.00
	(d) for all other uses where the temporary power is supplied from a voltage power exceeding 750V	\$1,440.00
3.	The fee for an annual permit for any one building or site shall be as follows:	
	(a) For section 5.14(b), or section 5.14(b) in combination with section 5.14(a),(c), and/or (d): Total service supply or power supply rating up to and including the first 500 kVA	\$499.00
	For 15 kVA or part thereof exceeding the first 500 kVA	\$10.60
	Subject to a maximum fee of	\$6,310.00
	(b) For section 5.14(c), or section 5.14(c) in combination with section 5.14(a) and/or section 5.14(d), when the supply rating is 500 kVA or less	\$499.00
	(c) For section 5.14(a) and/or section 5.14(d)	\$240.00
4.	The fees for an Electrical Permit for the Entertainment and Film Industry	
	(a) For an annual permit for filming in a single location	\$743.00
	(b) For an annual permit for filming in multiple locations	\$1,440.00
	(c) For a Temporary permit for filming in a single or multiple locations for up to 14 days	\$240.00

	for 15 to 30 days	\$484.00
	for 31 to 60 days	\$726.00
	for 61 to 90 days	\$1,220.00
5.	The fee for staff time spent inspecting of electrical work or reviewing resubmitted or amended plans to determine compliance with this By-law, if a permit holder deviates from approved plans, for each quarter of an hour or part thereof	\$60.00
6.	The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be	\$240.00
7.	The fee for inspection and plan review outside normal working hours and at a minimum inspection and review time of four (4) hours, including traveling time, shall be for each hour or part thereof	\$348.00
8.	The City Electrician may charge the following fees for an Electrical Permit for a temporary special event	
	(a) For equipment 5 kW or less	\$122.00
	(b) For equipment more than 5 kW but not exceeding 750 V for up to 14 days	\$240.00
	for 15 to 30 days	\$482.00
	for 31 to 60 days	\$725.00
	for 61 to 90 days	\$1,200.00
	(c) For equipment supplied from a High Voltage power source	\$1,460.00
9.	The fee for an application for special permission pursuant to Section 4.9 shall be	\$222.00
10.	For electrical equipment in trade shows that has not been approved in accordance with the provisions of the Electrical By-law, the fee for an application for permission to display or energize for up to 14 days	\$222.00
11.	The fee for an interim permit pursuant to Section 5.16 shall be	\$207.00
12.	The administration fees pursuant to Section 5.20 and 5.27 shall be	

	(a) the first \$90.10 of the permit fee when no plan review performed	\$90.10
	(b) the first \$240.00 of the permit fee when plan review performed	\$240.00
13.	The fee for a permit amendment review pursuant to Section 5.22 shall be	\$90.10

EXPLANATION**Gas Fitting By-law amending By-law
Re: 2023 Fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Gas Fitting By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

**A By-law to amend
Gas Fitting By-law No. 3507 Regarding Fees for 2023**

1. This By-law amends the indicated provisions of Gas Fitting By-law No. 3507.
2. Council strikes the Fee Schedule of the Gas Fitting By-law, and substitutes for it the Fee Schedule attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

APPENDIX A
FEE SCHEDULE

Installations:

One, two or three appliances	\$240.00
Each additional appliance	\$76.10
Each replacement water heater, gas range, furnace or boiler	\$56.80
Each additional gas meter of a multiple dwelling (same appliance count)	\$56.80

Piping Permits (no appliances):

For first 60 m of piping or part thereof	\$240.00
Every 30 m or part thereof exceeding the first 60 m	\$93.00

Re-inspections

For each re-inspection	\$240.00
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EXPLANATION**Miscellaneous Fees By-law amending By-law
Re: 2023 Fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Miscellaneous Fees By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

BY-LAW NO. _____

**A By-law to amend
Miscellaneous Fees By-law No. 5664
Regarding Fees for 2023**

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

1. This By-law amends the indicated provisions of Miscellaneous Fees By-law No. 5664.
2. Council strikes Schedule 1 of the Miscellaneous Fees By-law, and substitutes it for Schedule 1 attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this _____ day of _____, 2022

Mayor

Acting City Clerk

APPENDIX A

Schedule 1

1. Adopt or Amend an Area Development Plan (ADP)

For adoption or amendment of an Area Development Plan:

Up to 0.4 ha (43,128 sq. ft.) site area \$39,400.00

For each additional 100 m² (1,080 sq. ft.) of site area, or part thereof \$382.00

Maximum fee \$157,200.00

2. Amend an Official Development Plan (ODP) and Area Development Plan (ADP)

For an amendment to the text of an Official Development Plan and any associated Area Development Plan \$59,200.00

3. Amend a Regional or Provincial Land Use Designation

For an amendment of a regional or provincial land use designation \$3,980.00

4. Site Profile Review

For each review of a site profile \$100.00

5. Appeal to Board of Variance/Parking Variance Board

For the filing of an appeal \$2,610.00

6. Approved Use Research Requests

Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building By-laws

(a) Residential \$72.90

(b) Commercial (one unit only) \$72.90

(c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time \$318.00

For each additional hour or part thereof beyond the 2 hours referred in (c) above \$160.00

7. File Research Environmental

Provide written information as to whether the City records indicate that a property has any contamination or environmental issues \$318.00

8. Building Grades

The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:

- (a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:

Length of property abutting street or lane, or both, is	
Up to 31 m	\$1,890.00
Over 31 m and up to 90 m	\$2,260.00
Over 90 m and up to 150 m	\$3,160.00
Over 150 m and up to 300 m	\$4,670.00
Over 300 m	\$6,920.00

- (b) Where the applicant provides approved building grade survey information to the City for the purpose of calculating the design elevations of the required streets and lanes:

Length of property abutting street or lane, or both, is	
Up to 31 m	\$564.00
Over 31 m and up to 90 m	\$747.00
Over 90 m and up to 150 m	\$930.00
Over 150 m and up to 300 m	\$1,300.00
Over 300 m	\$2,060.00

9. Traffic Management Plan Review

- | | |
|--|------------|
| (a) Where the review is less than 1 hour of staff time | \$72.90 |
| (b) Where the review is 1 to 15 hours of staff time | \$729.00 |
| (c) Where the review is over 15 hours of staff time | \$2,050.00 |

10. Discharge of a Registered Encumbrance

- | | |
|---|----------|
| (a) Where the review requires up to 2 hours of staff time | \$291.00 |
| (b) Where the review requires more than 2 hours of staff time | \$729.00 |

11. Road Closure Fee \$12,240.00

12. Producing Permit/Document Copies

The following application fee will be paid to the City for providing 1 to 4 paper or electronic copies of permits or specific documents from either microfiche or our images database.

(a) Residential (Single Detached House or Duplex)	\$68.00
(b) One Unit in a Commercial Building	\$68.00
(c) All other Buildings	\$139.00
(d) For each additional copy beyond the 4 documents referred in this section above.	\$14.00

13. Research Requests

For applications referred to in section 12, and other research requests, that require extensive research (more than one hour of staff time):

(a) Research requests requiring up to a maximum of 2 hours of staff time	\$318.00
(b) For each additional hour or part thereof beyond the 2 hours referred to in (a) above	\$160.00

For a property research letter or document request under section 12 or 13, where an applicant requests in writing that the review be carried out during overtime:

For each hour or part thereof	\$229.00
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EXPLANATION**A By-law to amend the Noise Control By-law
regarding 2023 Fee Increase**

Enactment of the attached By-law will implement Council's resolution of July 19, 2022, to increase fees for 2023.

Director of Legal Services
November 15, 2022

BY-LAW NO.

**A By-law to amend
Noise Control By-law No. 6555 Regarding Fees for 2023**

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 strikes Schedule E of the Noise Control By-law, and substitutes for it Schedule E attached to this By-law as Appendix 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 the By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

APPENDIX A

Schedule E

Application under section 17 of the Noise Control By-law

The application noted in section 17(1) shall be in writing and submitted to the Director of Licences and Inspections at least five working days prior to the date of the proposed activity, and shall contain:

- (a) the name, address, and telephone number of the applicant;
- (b) the address of the construction site;
- (c) the building permit number, if applicable;
- (d) the reason(s) the exception is sought;
- (e) a description of the source(s) of noise in respect of which the exception is sought;
- (f) the exact period of time for which the exception is desired;
- (g) the reason(s) why the exception should be given;
- (h) a statement of the measures planned or presently being taken to minimize the sound or noise; and
- (i) a non-refundable application fee of:
 - (i) for an application submitted at least five working days prior to the date of the proposed activity.....\$217.00
 - (ii) for an application submitted less than five working days prior to the date of the proposed activity\$431.00

EXPLANATION**Protection of Trees By-law amending By-law
Re: 2023 Fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Protection of Trees By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

**A By-law to amend
Protection of Trees By-law No. 9958
Regarding Fees for 2023**

1. This By-law amends the indicated provisions of Protection of Trees By-law No. 9958.
2. Council strikes “\$91.00” from section 4.4(c)(i), and substitutes “\$96.00”.
3. Council strikes “\$263.00” from section 4.4(c)(ii), and substitutes “\$276.00”.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

EXPLANATION**Secondary Suite Inspection Fee By-law
Re: 2023 Fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Secondary Suite Inspection Fee By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

BY-LAW NO.

**A By-law to amend Secondary Suite Inspection Fee By-law No. 6553
Regarding Fees for 2023**

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

1. This By-law amends the indicated provisions of Secondary Suite Inspection Fee By-law No. 6553.
2. Council strikes out section 3, and substitutes:
 - “3. Where an application for a special inspection of a suite is made:
 - (a) within 60 days of the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$240.00; or
 - (b) more than 60 days after the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$723.00.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

EXPLANATION**Sign Fee By-law amending By-law
Re: 2023 Fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Sign Fee By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

BY-LAW NO.

A By-law to amend Sign Fee By-law No. 11880 Regarding Fees for 2023

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

1. This By-law amends the indicated provisions of the Sign Fee By-law No. 11880.
2. Council strikes Schedule 1 of the Sign Fee By-law, and substitutes for it Schedule 1 attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

APPENDIX A

SCHEDULE 1

Fees and Charges

	Current Fees
1.1 Permit Application Fee	
(a) For each sign requiring a permit, other than a billboard, including one building field inspection	\$384.00
(b) For each sign subject to Part 15 Director of Planning Review, including one building field inspection	\$908.00
(c) For each billboard sign, including one building field inspection	\$908.00
(d) For each sign requiring electrical connection, including one electrical field inspection	\$195.00
(e) For a change of scope to require Part 15 Director on Planning Review, the additional fee is the difference between the fees set out in subsections (a) and (b) above	
1.2 Re-Inspection Fee	
Where a re-inspection is required to finalize approval of the installation of a sign after any field inspection, fee for each additional inspection or re-inspection	\$222.00
1.3 Fee for Sign Erected without Permit	
If a sign has been erected for which a sign permit is required, before a sign permit has been issued the fee is double the applicable fee or fees under section 1.1	
1.4 Fee for Revisions to Sign Permit	
Where a sign permit has been issued and must be revised, the fee for review by City staff per hour	\$59.00
1.5 Sign By-Law Amendment Application Fees	
Amendment to Schedule A or Schedule B	
For an application to initiate an amendment to Schedule A or Schedule B only to assign a new Comprehensive Development District to a Sign District Schedule at the time of re-zoning	\$786.00

Minor Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a minor amendment	\$3,930.00
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For every additional sign requiring a minor amendment under the same application	\$786.00
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Major Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a major amendment	\$8,910.00
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For every additional sign requiring a major amendment under the same application	\$1,790.00
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By-Law Amendment for new Sign District

For an application to initiate amendments to the Sign By-Law to create a new Sign District	\$26,200.00
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1.6 Fees for Removal and Storage of Unsafe Signs

(a) Fee for removal and transportation of signs that are certified by the City Building Inspector to be structurally unsafe	at cost
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(b) Daily storage fee	\$32.80
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EXPLANATION**A By-law to amend the Green Demolition By-law
Re: 2023 Fee Increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Green Demolition By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

A By-law to amend the Green Demolition By-law Regarding Fees for 2023

1. This By-law amends the indicated provisions of Green Demolition By-law No. 11023.
2. Council strikes out “\$380.00” from section 6.1 and substitutes “\$400.00”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

EXPLANATION**A By-law to amend the Subdivision By-law
Re: 2023 fee increases**

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Subdivision By-law to increase fees for 2023.

Director of Legal Services
November 15, 2022

**A By-law to amend
Subdivision By-law No. 5208
Regarding Fees for 2023**

1. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council strikes Schedule F (Fees) of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

Mayor

Acting City Clerk

APPENDIX A

Schedule F Fees

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m² in area; or (ii) where the site is between 10 000 m² and 40 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law \$148,500.00
2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m² and 10 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I \$74,300.00
3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II \$12,800.00
4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
 - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer \$627.00
 - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval No Fee

5. **CLASS V (Air Space)** - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act
 - (a) for developments having a Floor Space Ratio (FSR) greater than 3.0 \$106,600.00
 - (b) for developments having a Floor Space Ratio (FSR) of 3.0 or less, or where the application is solely for the purpose of creating air space parcels to secure separate tenure for public benefits such as libraries, theatres and other cultural amenities, for-profit affordable rental housing, social housing or day care \$54,200.00
6. **CLASS VI (Freehold Rowhouses)** – For an application to subdivide pursuant to Section 223.2 of the Land Title Act \$12,800.00
Plus, per freehold lot \$1,670.00
7. **RECLASSIFICATION** - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District \$6,510.00
8. **STRATA APPLICATIONS** - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act \$6,510.00

Note: *Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

EXPLANATION**Zoning and Development Fee By-law amending By-law
regarding 2023 fee increases**

Enactment of the attached By-law will implement Council's resolution of July 19, 2022 to increase fees for 2023.

Director of Legal Services
November 15, 2022

BY-LAW NO.

**A By-law to amend
Zoning and Development Fee By-law No. 5585
Regarding Fees for 2023**

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. Council strikes Schedule 1 and Schedule 2 attached to the Zoning and Development Fee By-law, and replaces them with the Schedule 1 and Schedule 2 attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

APPENDIX A

Schedule 1

Development Permits

Current Fees

Single Detached House, Single Detached House with Secondary Suite, Duplex, Duplex with Secondary Suite, and Laneway House

1. For a new single detached house, single detached house with secondary suite, duplex, or duplex with secondary suite, and its accessory building or accessory use to an existing single detached house or duplex or single detached house or duplex with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law \$2,640.00
 - (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C \$3,820.00
 - (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel \$6,140.00
- 1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing single detached house or duplex or single detached house or duplex with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law \$669.00
 - (b) in all other cases \$1,310.00
- 1B. For conversion of a single detached house to a single detached house with secondary suite \$918.00

- | | | |
|-----|--|------------|
| 1C. | Notwithstanding section 1, for a single detached house in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum floor space ratio otherwise permitted by the District Schedule | \$4,390.00 |
| 1D. | Despite section 1, for a duplex in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule | \$4,390.00 |
| 1E. | For a permit for a laneway house: | |
| | (a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required | \$1,470.00 |
| | (b) in all other cases | \$2,250.00 |

Multiple Dwellings and Freehold Rowhouses

- | | | |
|----|---|--------------|
| 2. | For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse: | |
| | (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law: | |
| | Each 100 m ² of gross floor area or part up to 500 m ² | \$1,470.00 |
| | For each additional 100 m ² of gross floor area or part | \$729.00 |
| | Maximum fee | \$59,100.00 |
| | (b) where the permit would be issued as a conditional approval, except as provided in section 2(a): | |
| | Each 100 m ² of gross floor area or part up to 500 m ² | \$2,030.00 |
| | For each additional 100 m ² of gross floor area or part | \$1,350.00 |
| | Maximum fee | \$262,000.00 |

Other Uses (Other Than Single Detached Houses, Duplexes or Multiple Dwellings)

- | | | |
|----|--|--|
| 3. | For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a single detached house or duplex and a multiple dwelling: | |
| | (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law: | |

Each 100 m ² of gross floor area or part up to 500 m ²	\$1,000.00
For each additional 100 m ² of gross floor area or part	\$481.00
Maximum fee	\$49,100.00

- (b) where the permit would be issued as a conditional approval except as provided in Section 3(a):

Each 100 m ² of gross floor area or part up to 500 m ²	\$1,810.00
For each additional 100 m ² of gross floor area or part	\$1,120.00
Maximum fee	\$262,000.00

Alterations, Changes of Use (Other Than Single Detached Houses or Duplexes)

4. For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a single detached house or duplex:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m ² of gross floor area or part thereof	\$862.00
Maximum fee	\$6,900.00

- (b) where the permit would be issued as a conditional approval, except as provided in section 4(a):

Each 100 m ² of gross floor area or part thereof	\$1,250.00
Maximum fee	\$8,940.00

- (c) where the change of use does not require a comprehensive development review or minor amendment
- \$438.00

Outdoor Uses

5. For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 200 m ² of site area or part up to 1 000 m ²	\$669.00
Each additional 200 m ² of site area or part	\$228.00
(b) where the permit would be issued as a conditional approval, except as provided in section 5(a):	
Each 200 m ² of site area or part up to 1 000 m ²	\$918.00
Each additional 200 m ² of site area or part	\$438.00
5A. For a Farmers' Market	\$810.00

Developments Requiring Development Permit Board Approval

6. For an application which proceeds to the Development Permit Board:	
(a) instead of the fees referred to in sections 1 to 4:	
Each 100 m ² of gross floor area or part up to 15 000 m ²	\$1,600.00
Each additional 100 m ² of gross floor area or part over 15 000 m ²	\$306.00
(b) instead of the fees referred to in section 5:	
Each 200 m ² of site area or part up to 1 000 m ²	\$1,010.00
Each additional 200 m ² of site or part	\$489.00

Child Day Care Facility, Cultural Facility or Social Service Centre

7. For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society	\$851.00
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Demolitions

8. For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District	\$466.00
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Preliminary Applications

9. For an application in preliminary form only	25% of the fee that would, except for this provision, apply (with a minimum fee of \$972.00)
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NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

Revisions

10. For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

- | | | |
|-----|-------------------------------------|---|
| (a) | sections 1 and 7 of this schedule | \$438.00 |
| (b) | all other sections of this schedule | 10% of the fee that would, except for this provision, apply (with a minimum fee of \$ 801.00) |

Minor Amendments

11. For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:

- | | | |
|-----|---|--|
| (a) | where the original permit was issued under sections 1 and 7 of this schedule | \$438.00 |
| (b) | where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey | 25% of the fee that would, except for this provision, apply (with a minimum fee of \$438.00) |

Extensions And Renewals

- | | | |
|-----|--|----------|
| 12. | For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void | \$918.00 |
| 13. | For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed: | |
| (a) | for a community care facility or all uses where the applicant is a duly incorporated non-profit society | \$406.00 |

- | | |
|------------------------|----------|
| (b) For all other uses | \$860.00 |
|------------------------|----------|

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

Board of Variance Appeals

- | | |
|--|-----------|
| 14. For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board | No Charge |
|--|-----------|

Application Following Refusal

- | | |
|---|---------------------------------|
| 15. Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. | 50% of original application fee |
|---|---------------------------------|

Changes to Form of Development in CD-1 District

- | | |
|--|---|
| 16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law | \$6,780.00
plus the
development
application fees
that would,
except for this
provision, apply |
|--|---|

Maintenance of Heritage Buildings

- | | |
|---|---------|
| 17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District or in a heritage conservation area | \$84.00 |
|---|---------|

Awnings

- | | |
|--|----------|
| 18. For an awning where the permit will be issued combined with a building permit or a sign permit | \$291.00 |
|--|----------|

Higher Building Application Fee

- | | |
|--|-------------|
| 19. Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137m, unless fee was collected under Schedule 2 during Rezoning | \$68,100.00 |
|--|-------------|

Schedule 2

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

1. For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:

Up to 2,000 m ² site area	\$45,900.00
For each additional 100 m ² of site area or part thereof	\$413.00
Maximum fee	\$183,600.00

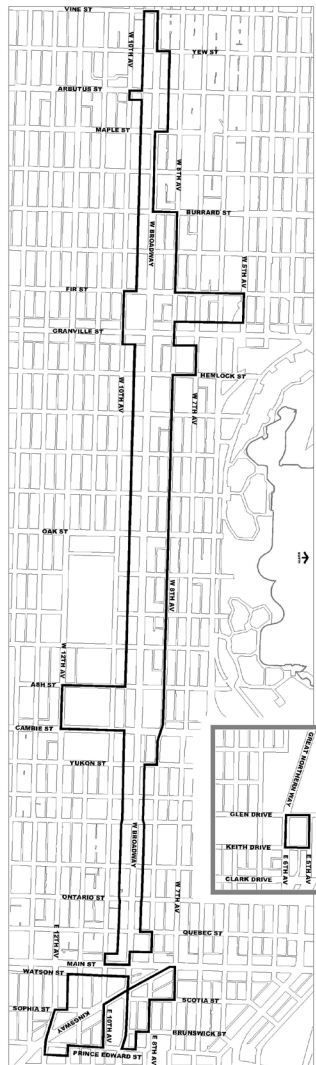
Text Amendments (Except CD-1)

2. For an amendment to the text of the Zoning and Development By-law \$35,100.00

Map 1



Map 2



New CD-1 or Amendment to Existing CD-1

3. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District,
- or -
For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law:
 - (a) 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:

	Up to 2 000 m ² site area	\$161,800.00
	For each additional 100 m ² of site area or part thereof	\$1,140.00
	Maximum fee	\$245,600.00
(b)	Within the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45 000 m ² :	
	For the first 8 000 m ² of site area	\$205,600.00
	For each additional 100 m ² of site area or part thereof	\$1,470.00
	Maximum fee	\$1,754,600.00
(c)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is smaller than 8 000 m ² :	
	For the first 2 000 m ² of site area	\$67,500.00
	For each additional 100 m ² of site area or part thereof	\$1,140.00
	Maximum fee	\$245,600.00
(d)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45 000 m ² :	
	For the first 8 000 m ² of site area	\$205,600.00
	For each additional 100 m ² of site area or part thereof	\$1,470.00
	Maximum fee	\$1,754,600.00
(e)	Where the site area is 40 000 m ² or greater:	
	For the first 40 000 m ²	\$1,754,600.00
	For each additional 100 m ² of site area or part thereof	\$2,230.00
	Maximum fee	\$5,848,200.00

Reduced Fees for Large Sites with Limited Changes

4. Despite sections 3(e) and 5 of this Schedule 2, for a site area of 40 000 m² or more, if the complexity or scope of an amendment is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council, then the fee is to be:

For the first 40 000 m² of site area \$584,900.00

For each additional 100 m² of site area or part thereof \$585.00

Reduced Fees for Large Sites with Limited Minor Changes

5. Notwithstanding sections 3(e) and 4 of this Schedule 2, for a site area of 40 000 m² or more, provided that:

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area, or
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density.

For the first 40 000 m² of site area \$117,000.00

For each additional 100 m² of site area or part thereof \$293.00

Amend CD-1 (One Section Only)

6. Notwithstanding sections 3, 4 and 6 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment \$26,800.00

Higher Building Application Fee

7. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that is considered under the Higher Buildings Policy amended on July 11, 2018 \$68,100.00

Application for Rezoning Advice

8. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for reviewing drawings and providing comments prior to an application made under sections 1, 3, 4, 5 or 6.

(a) Within the downtown area shown on Map 1 or the Broadway area shown on Map 2:		
Up to 2 000 m ² site area		\$6,560.00
For each additional 100 m ² of site area or part thereof		\$117.00
Maximum fee		\$11,700.00
(b) Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2:		
Up to 2 000 m ² site area		\$5,020.00
For each additional 100 m ² of site area or part thereof		\$117.00
Maximum fee		\$8,780.00
(c) Additional fee for an application for a rezoning application to review drawings and provide comments prior to an application made under sections 1, 3, 4, 5 or 6 for an incorporated non-profit society or to a governmental agency providing social housing or community services		10% of the regular fee

Application Requiring Policy, Planning and Consultation Work

9.	Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for providing additional planning, policy development, site analysis and public consultation prior to an application being made under sections 1, 3, 4, 5 or 6. If the complexity or scope of a proposed rezoning, in the opinion of the Director of Planning, requires planning work including public consultation prior to determining a preferred option for rezoning, the additional fee is as follows:	
(a)	Where the site area is less than 8 000 m ²	
	For the first 2 000 m ² of site area	\$76,800.00
	For each additional 100 m ² of site area or part thereof	\$768.00
	Maximum fee	\$184,500.00
(b)	Where the site area is 8 000 m ² or greater but smaller than 40 000 m ²	
	For the first 8 000 m ² of site area	\$184,500.00

	For each additional 100 m ² of site area or part thereof	\$1,540.00
	Maximum fee	\$1,076,000.00
(c)	Where the site area is greater than 40 000 m ²	
	For the first 40 000 m ² of site area	\$1,076,000.00
	For each additional 100 m ² of site area or part thereof	\$1,540.00
	Maximum fee	\$9,223,500.00

Application Requiring an Issues Report

- 10.** Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for bringing forward a rezoning issues report. For sites where, in the opinion of the Director of Planning, Council direction is needed prior to processing a rezoning application made under sections 1, 3, 4, 5 or 6, the additional fee is:
- \$11,700.00

EXPLANATION**A By-law to amend
Noise Control By-law No. 6555
regarding a housekeeping amendment**

On July 20, 2022, Council enacted an amendment to the Noise Control By-law regarding 720 Beatty Street and 701 Expo Boulevard. The by-law number in the second column of the entry was erroneously entered. This by-law will correct that error.

Director of Legal Services
November 15, 2022

720 Beatty Street and 701 Expo Boulevard

BY-LAW NO. _____

**A By-law to amend Noise Control By-law No. 6555
regarding a housekeeping amendment**

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 striking out “13352” and substituting “13399” in the second column of the entry for 720 Beatty Street and 701 Expo Boulevard.
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

Acting 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 July 28, 2020, Council gave conditional approval to the rezoning of the site at 6031 Dunbar 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
November 15, 2022

6031 Dunbar 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-776 (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 (841).

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 (841), 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 the dwelling units must:
- (a) be suitable for family housing;
 - (b) include at least 35% of the dwelling units as having 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 723 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 1.1.

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) floors existing, proposed or as may be extended over open-to-below space located directly below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:
 - (i) the distance from the floor to any part of the ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
 - (ii) the excluded floor area does not exceed 10% of the permitted floor area above finished grade;
- (d) 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 13% of the permitted floor area, and
 - (ii) balconies must not be enclosed for the life of the building;
- (e) patios, roof gardens, and roof decks, provided that the Director of Planning first approves the design of sunroofs and walls;
- (f) 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
- (g) 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 11.5 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 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 are 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 (841).

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

Acting 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 held on April 14, 19 and 21, 2022, Council gave conditional approval to the rezoning of the site at 1477 West Broadway. 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
November 15, 2022

1477 West Broadway

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 of 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 (842).

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 purpose 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 (842) 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 section;

- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses;
- (g) Transportation and Storage Uses; limited to Transit Station;
- (h) Utility and Communication Uses; and
- (i) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

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

5.2 The design and layout of at least 35% of the 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.

5.3 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.

5.4 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.

5.5 The Director of Planning may vary the use conditions of section 5.4 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

6.1 Computation of floor area must assume that the site area is 2,404.1 m², being the site area 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 12.30.

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 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 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) unenclosed outdoor areas underneath the building overhangs at grade, and under canopies providing weather protection at grade and at building entrances, except that such areas must remain unenclosed for the life of the building;
- (d) 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
- (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.

6.5 Amenity areas for the social and recreational enjoyment of residents and employees, or providing a service to the public, including facilities for general fitness, general recreation and child day care, may be excluded at the discretion of the Director of Planning or Development Permit Board provided that:

- (a) the total area being excluded shall not exceed the lesser of 10% of the total floor area being provided or 1000 m²; and

- (b) in the case of a child day care centre, the Director of Planning, on the advice of the Director of Social Planning, is satisfied of the need for the facility in the immediate neighbourhood.

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 to top of parapet, must not exceed 124.0 m.

7.2 Despite the provisions of section 7.1 of this By-law and of section 10.18 of the Zoning and Development By-law, if the Director of Planning permits common indoor rooftop amenity space, the height of the portion of the building used for the common indoor rooftop amenity space must not exceed 128.6 m.

7.3 Despite sections 7.1 and 7.2 of this By-law and section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for roof top appurtenances such as stairs, elevators, elevator machine rooms, mechanical screens, a vestibule accessing a green roof, or similar features, as well as trellises or shading structures that are part of a rooftop outdoor amenity space, if the Director of Planning first considers:

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

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 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

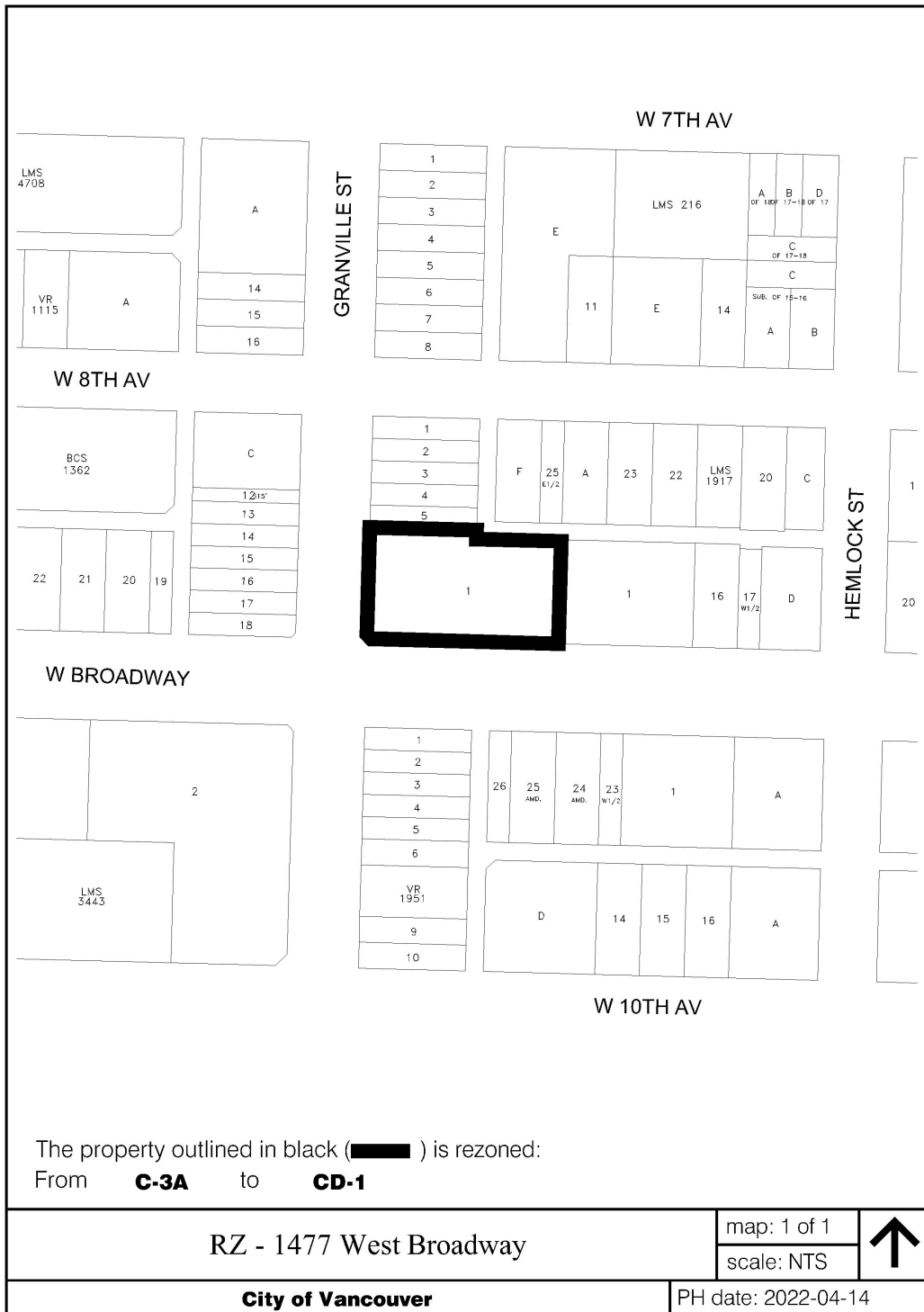
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A



EXPLANATION**A By-law to amend the Vancouver Development Cost Levy By-law No. 9755
Regarding Low Operational Cost Housing**

The attached By-law corrects a cross reference to the Zoning and Development By-law regarding Low Operational Cost Housing.

Director of Legal Services
November 15, 2022

BY-LAW NO. _____

**A By-law to amend the Vancouver Development Cost Levy By-law No. 9755
Regarding Low Operational Cost Housing**

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

1. This By-law amends the indicated provisions of Vancouver Development Cost Levy By-law No. 9755.
2. In section 3.11 of the By-law, Council strikes “10.16” wherever it occurs and replaces it with “10.19”.
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

Acting City Clerk

EXPLANATION

**A By-law to amend the
Vancouver Utilities Development Cost Levy By-law No. 12183
Regarding the Redesign of the Zoning and Development By-law**

The attached By-law corrects a cross reference to the Zoning and Development By-law regarding Low Operational Cost Housing.

Director of Legal Services
November 15, 2022

**A By-law to amend the
Vancouver Utilities Development Cost Levy By-law No. 12183
Regarding the Low Operational Cost Housing**

Acting City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1130 Pendrell Street (formerly 1116 Pendrell Street)**

On June 9, 2021, the Development Permit Board 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 the Development Permit Board's condition regarding a Housing Agreement.

Director of Legal Services
November 15, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1130 Pendrell Street (formerly 1116 Pendrell 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:

031-528-317

Lot A Block 24 District Lot 185 Block 24 Group 1 New
Westminster District Plan EPP90399

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

Acting City Clerk



Land Title Act
Charge
General Instrument – Part 1

1. Application

GOWLING WLG (CANADA) LLP
Barristers & Solicitors, P.O. Box 30
Suite 2300 - 550 Burrard Street
Vancouver BC V6C 2B5
604.683.6498

V54070 / JAC
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
031-528-317	LOT A BLOCK 24 DISTRICT LOT 185 BLOCK 24 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP90399

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire agreement
PRIORITY AGREEMENT		granting Covenant herein priority over Mortgage CA8669353 and Assignment of Rents CA8669354

4. Terms

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

5. Transferor(s)

SKYLLEN PENDRELL HOLDING LTD., NO.BC1172744
COMPUTERSHARE TRUST COMPANY OF CANADA, NO.A0052313, (AS TO CONSENT AND PRIORITY)

6. Transferee(s)

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

7. Additional or Modified Terms



Land Title Act
Charge
General Instrument – Part 1

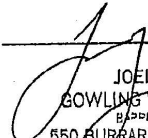
8. Execution(s)

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

Witnessing Officer Signature

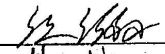
Execution Date

Transferor / Transferee / Party Signature(s)


JOEL A. CAMLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURNARD STREET - SUITE 2300
VANCOUVER, BRITISH COLUMBIA V6C 2B5
TELEPHONE: (604) 443-7602

YYYY-MM-DD
2022-06-02

SKYLLEN PENDRELL HOLDING LTD.
By its authorized signatory:


Name: Han Wang


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)

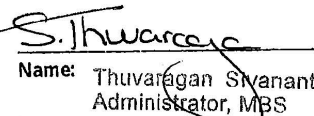

(as to all signatories)

Scott Sydney Markham
Notary Public in and for
The Province of Ontario
100 University Ave., 8th Flr.
Toronto, ON M5J 2Y1
647-881-2382

YYYY-MM-DD
2022-09-21

COMPUTERSHARE TRUST COMPANY
OF CANADA
By its authorized signatory(ies):


Name: Aaron Cao
Professional, MBS


Name: Thuvagan Sivanantham
Administrator, MBS

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)

(as to all signatories)

YYYY-MM-DD

City of Vancouver
By its authorized signatory(ies):

Name:



Land Title Act
Charge
General Instrument - Part 1

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 MARKET RENTAL)**

1116 PENDRELL STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, **SKYLLEN PENDRELL HOLDING LTD.**, is herein called the "Owner" as more particularly defined in Section 1.1; 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-2020-00054 (the "Development Permit Application") to permit the development of an 18-storey multiple dwelling building (109 units) and two 3-storey secured market rental multiple dwelling buildings (16 units), all over 4 levels of underground parking having vehicular access from the rear lane on the Lands;
- 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 Section 219 Covenant securing all 16 dwelling units in the two 3-storey multiple dwelling buildings as secured market rental housing units for the longer of 60 years and life of those buildings, subject to the following additional conditions:
- (i) a no separate sales covenant;
 - (ii) a no stratification covenant;
 - (iii) that none of such units will be rented for less than one month at a time; and
 - (iv) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require;
- 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 existing building located on the Lands and 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 or 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;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her or his successors in function and their respective nominees;
- (i) **"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 or his successors in function and their respective nominees;
- (j) **"High-Density Housing for Families With Children Guidelines"** means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (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, 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 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 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 C;
- (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 3.1(a)(i);
- (s) **"Occupancy Permit"** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (t) **"Owner"** means the Transferor, Skyllen Pendrell Holding Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) **"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;
- (v) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(k) and "Replacement Rental Housing Units" means all of such units;
- (w) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (x) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units;
- (y) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (z) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is

fully executed and to subsequent amendments to or replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE 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 the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain, all 16 of the residential units in the two 3-storey multiple dwelling buildings on the Lands 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, not less than:
 - (i) three (3) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will be studio units;
 - (ii) not less than seven (7) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have one (1) bedroom; and
 - (iii) not less than six (6) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have two (2) bedrooms,

provided that, subject to the approval and confirmation in writing by the Director of Planning or Development Permit Board in their sole discretion, and compliance with this Agreement and any issued Development Permit and/or Building Permit and all applicable City by-laws and policies, such unit mix may be adjusted prior to issuance of the Development Permit and/or prior to issuance of the Occupancy Permit, without amendment to this Agreement, so long as no less than twenty-five percent (25%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) have at least two (2) bedrooms

and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines in force at the time of issuance of a building permit for the Market Rental Housing Units or Replacement Rental Housing Units, as applicable;

- (d) throughout the Term, not less than all the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) 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;
- (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 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 8.8;
- (g) throughout the Term, it will not suffer, cause or permit the Land or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, except as may be permitted by Article 3 below;
- (h) 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(f), and any subdivision 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) 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;
- (j) 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; and

- (k) 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.

ARTICLE 3 SUBDIVISION OF THE LANDS AND THE BUILDING

3.1 Airspace Subdivision. Notwithstanding Sections 2.1(f) and 2.1(g):

- (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 a subdivision of the Lands by the deposit of an air space subdivision plan, to enable:
 - (i) all of the Market Rental Housing Units to be contained within one air space parcel (the "Market Rental Housing Units Air Space Parcel"); and
 - (ii) 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;
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Market Rental Housing Units Air Space Parcel, 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, 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 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.

3.2 **Partial Discharge.** Following such subdivision and partial discharge, this Agreement will be read and applied so that the obligations herein will apply only to any parcel in which Market Rental Housing Units are contained.

ARTICLE 4 RECORD KEEPING

4.1 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 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 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the 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; 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.

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).

- (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 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 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: General Manager of Arts, Culture and Community Services,
with a concurrent copy to the Director of Legal Services

(b) If to the Owner:

Skylen Pendrell Holding Ltd.
#430 - 1650 West 2nd Avenue
Vancouver, British Columbia
V6J 1H4

Attention: Director

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.

8.2 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.

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 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.

8.7 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.

8.8 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, 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 8.8, 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.

8.9 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.

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

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "Existing Chargeholder" means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (b) "Existing Charges" means the Mortgage registered under number CA8669353 and Assignment of Rents registered under number CA8669354
- (c) "New Charge" collectively 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 \$10.00 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 Charge to the City; and
- (ii) agrees with the City that the New Charge charges 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 Charge, 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**Subdivision By-law No. 5208 amending By-law
Re: 7239-7255 Oak Street**

Enactment of the attached By-law will delete 7239-7255 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of October 1, 2019, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

7239-7255 Oak Street

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A attached to and forming part of this By-law, by deleting the following properties from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 010-877-134; Lot 2 of Lot 2 of Lot C, Block 5 of Block 17A, District Lot 526, Plan 6545; and
- (b) PID: 010-877-142; Lot 3 of Lot 2 of Lot C, Block 5 of Block 17A, District Lot 526, Plan 6545.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

7239-7255 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-18

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 319-359 West 49th Avenue**

Enactment of the attached By-law will delete 319-359 West 49th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 10, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

319-359 West 49th Avenue

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 011-138-360; Lot 13 of Lot 4, Block 999, District Lot 526, Plan 2976;
- (b) PID: 008-268-908; Lot 14 of Lot 4, Block 999, District Lot 526, Plan 2976; and
- (c) PID: 002-467-411; Lot 15 of Lot 4, Block 999, District Lot 526, Plan 2976.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

319-359 West 49th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-18

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 515 West 60th Avenue**

Enactment of the attached By-law will delete 515 West 60th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 21, 2021, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 25, 2022

515 West 60th Avenue

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting PID: 009-692-665; Lot 14, Block K, District Lot 323, Plan 9322 from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

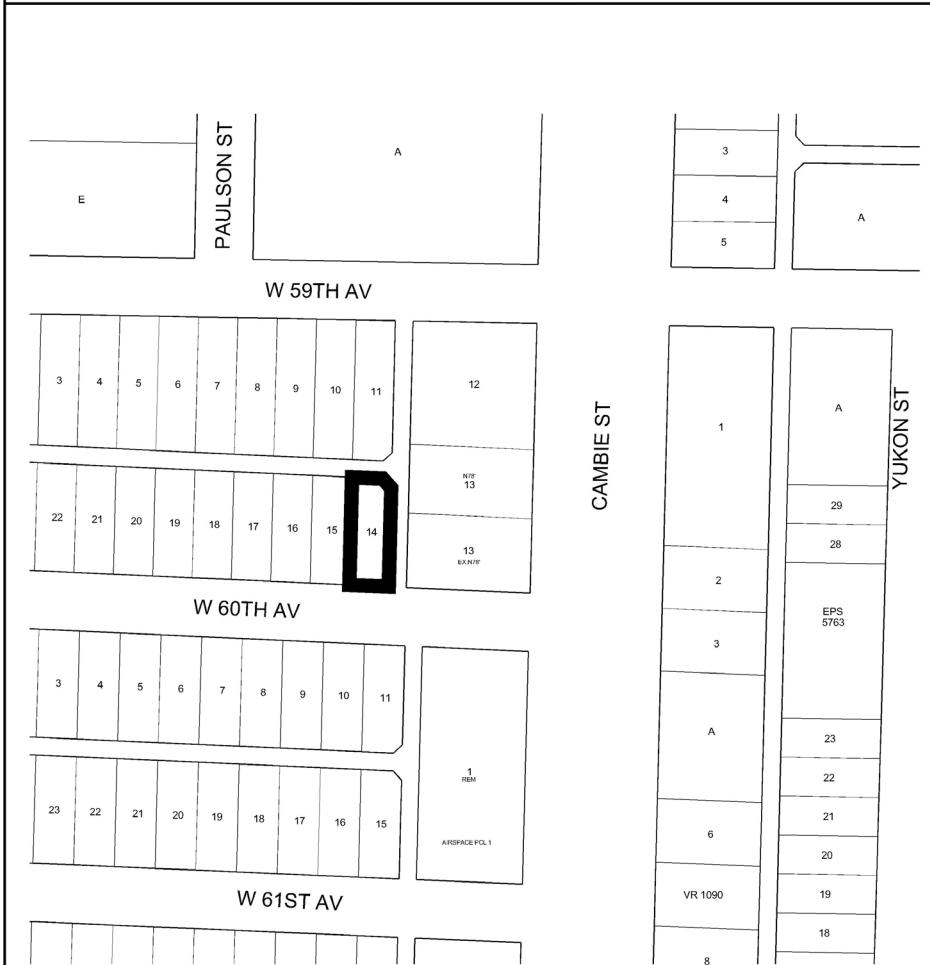
ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black (**D**) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

515 West 60th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-18

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 277-291 West 42nd Avenue**

Enactment of the attached By-law will delete 277-291 West 42nd Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of March 3, 2022, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

277-291 West 42nd Avenue

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 004-232-119; Lot 17 Block 858 District Lot 526 Plan 7737;
- (b) PID: 010-336-559; Lot 18 Block 858 District Lot 526 Plan 7737; and
- (c) PID: 010-336-567; Lot 19 Block 858 District Lot 526 Plan 7737.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

277-291 West 42nd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-17

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 724 East 56th Avenue**

Enactment of the attached By-law will delete 724 East 56th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 2 and 10, 2020, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

724 East 56th Avenue

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting PID: 014-268-329; Lot B, Block 2, District Lot 658, Plan 1810 from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

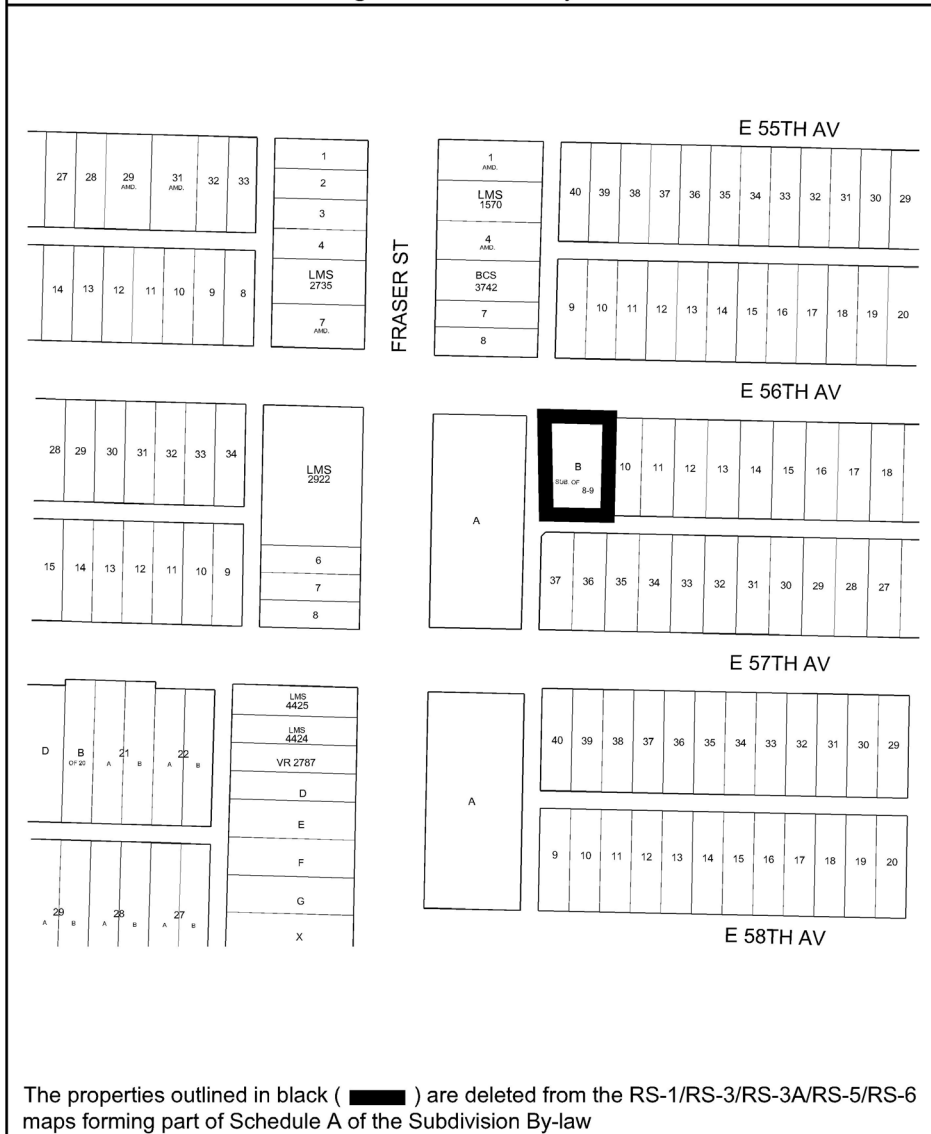
ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

724 East 56th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-17

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 146-186 West 41st Avenue and 5726 Columbia Street**

Enactment of the attached By-law will delete 146-186 West 41st Avenue and 5726 Columbia Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 17, 2018, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

146-186 West 41st Avenue and
5726 Columbia Street

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 010-254-633, LOT A BLOCK 1023 DISTRICT LOT 526 PLAN 8085;
- (b) PID: 010-254-641, LOT B BLOCK 1023 DISTRICT LOT 526 PLAN 8085
- (c) PID: 010-254-650; LOT C BLOCK 1023 DISTRICT LOT 526 PLAN 8085;
- (d) PID: 008-755-914; LOT D BLOCK 1023 DISTRICT LOT 526 PLAN 8085;
- (e) PID: 010-254-668; LOT E BLOCK 1023 DISTRICT LOT 526 PLAN 8085;
- (f) PID: 010-254-684; LOT F BLOCK 1023 DISTRICT LOT 526 PLAN 8085; and
- (g) PID: 010-255-052; AMENDED LOT G (SEE 330115L) BLOCK 1023 DISTRICT LOT 526 PLAN 8085.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

146-186 West 41st Avenue and 5726 Columbia Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-11

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 564-570 West 49th Avenue**

Enactment of the attached By-law will delete 564-570 West 49th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of October 6, 2020, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

564-570 West 49th Avenue

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

(a) PID: 009-595-945; Lot 9, Block 895, District Lot 526, Plan 9908; and

(b) PID: 009-595-961; Lot 10, Block 895, District Lot 526, Plan 9908.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 3449 – 3479 West 41st Avenue and 5664 Collingwood Street**

Enactment of the attached By-law will delete 3449-3479 West 41st Avenue and 5664 Collingwood Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 21 and 23, 2021, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

3449-3479 West 41st Avenue
and 5664 Collingwood Street

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 013-224-751; Lot 3, Blocks 6 and 7, District Lot 2027, Plan 2070;
- (b) PID 007-340-257; Lot A, Blocks 6 and 7, District Lot 2027, Plan 16886;
- (c) PID 007-340-290; Lot B, Blocks 6 and 7, District Lot 2027, Plan 16886; and
- (d) PID: 007-340-346; Lot C, Blocks 6 and 7, District Lot 2027, Plan 16886.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208 being the Subdivision By-law																																																																																																																							
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EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6869-6909 Ash Street**

Enactment of the attached By-law will delete 6869-6909 Ash Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of on May 18, 2021 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
November 15, 2022

6869-6909 Ash Street

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting the following properties from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID 009-443-371; Lot 11 Block 886 District Lot 526 Plan 10043;
- (b) PID 009-527-192; Lot 12 Block 886 District Lot 526 Plan 10043; and
- (c) PID 009-527-222; Lot 13 Block 886 District Lot 526 Plan 10043.

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

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

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

6869-6909 Ash Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2022-10-11