

EXPLANATION

A By-law to amend Animal Control By-law No. 9150 regarding aggressive dogs

Council resolved on April 13, 2022 to amend the Animal Control By-law regarding aggressive dogs. Enactment of this by-law will implement that resolution.

Director of Legal Services
December 6, 2022

BY-LAW NO. _____

**A By-law to amend Animal Control By-law No. 9150
regarding aggressive dogs**

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

1. This By-law amends the indicated provisions of the Animal Control By-law.
2. Council strikes the definition of “aggressive dog” in section 1.2 and replaces it with:
““aggressive dog” means a dog that has, without provocation, displayed aggressive behaviour or bitten another domestic animal or a person.”.
3. Council strikes the definition of “run at large” in section 1.2 and replaces it with:
““run at large” means:
 - (a) being elsewhere than on the property of the owner, the person who keeps the dog, or of a person who has care, custody or control of the dog, and not being under the immediate care and control of a responsible person; or
 - (b) being in a public place, and not secured by a leash to a responsible and competent person.”.
4. Council adds the following definitions to section 1.2 in correct alphabetical order:
““aggressive behaviour” means any hostile attack by a dog on a person or domestic animal, including pursuing a person or domestic animal in a hostile manner.”;
““animal control officer” has the same meaning as in section 324.1 of the Vancouver Charter;’ and
““permanent identification” means identification for an animal in the form of a microchip that contains the current contact information of the owner;”.
5. Council adds a new section 2.3 as follows:
“Designation of animal control officers
2.3 Council designates all animal control officers employed by the City of Vancouver as animal control officers for the purposes of carrying out the provisions of section 324.1 of the Vancouver Charter.”
6. Council strikes section 4.14 and replaces it as follows:

“Aggressive behaviour

4.14 No person shall permit, suffer or allow a dog to:

- (a) display unprovoked aggressive behaviour towards a person or another domestic animal; or
- (b) bite, attack or injure a person or domestic animal.”

7. Council adds a new section 4A as follows:

**“SECTION 4A
AGGRESSIVE DOGS**

Aggressive Dog Notice

4A.1 If an Animal Control Officer has reasonable grounds to consider a dog is an aggressive dog, the Animal Control Officer may deliver a written notice to the registered owner of that dog advising the owner of the requirements of this By-law regarding aggressive dogs.

Review before notice

4A.2 Before delivering a notice under section 4A.1, an Animal Control Officer must consider the available history of the dog and the dog’s owner, any available witness statements, and any available reports from qualified professionals.

Aggressive dog licence

4A.3 Every owner of an aggressive dog must hold an aggressive dog licence for that dog.

Order to obtain licence

4A.4 The Poundkeeper may issue an order, in writing, requiring an owner of an aggressive dog to acquire an aggressive dog licence.

Time to acquire licence

4A.5 Every owner who is issued an order to acquire an aggressive dog licence must acquire an aggressive dog licence for the dog within 14 days of delivery of the order.

Reviewing Aggressive Dog Notices

4A.6 Every owner of an aggressive dog may apply to the Poundkeeper, pursuant to sections 4A.7 and 4A.8, for a determination that the dog is no longer an aggressive dog.

Written reasons

4A.7 Every application for relief from a determination that a dog is an aggressive dog must include written reasons why the owner considers the dog is no longer an aggressive dog.

Ceasing to be aggressive

4A.8 An aggressive dog ceases to be considered an aggressive dog under this By-law if:

- (a) there have been no aggressive dog complaints regarding the dog that were investigated and verified by an animal control officer in the previous 12 months;
- (b) all the terms of the aggressive dog licence were complied with for the previous 12 months; and
- (c) the owner provides written proof that the dog has successfully completed an animal behaviour modification course in the previous 12 months that is acceptable to the Poundkeeper; or
- (d) in the case where the dog was considered aggressive because it had injured a person or another domestic animal, a qualified professional concludes, in writing, that the dog should no longer be considered an aggressive dog.

No further review

4A.9 Notwithstanding section 4A.6, if after ceasing to be an aggressive dog under section 4A.8 the dog's owner is sent another notice under section 4A.1, the owner may not apply for a determination that the dog is no longer an aggressive dog.

Conditions on Aggressive Dog Licence

4A.10 In addition to the requirements imposed on aggressive dogs by sections 4.3 and 4.5 of this By-law, the Poundkeeper or an Animal Control Officer may, at any time and for any duration, impose conditions on an aggressive dog's licence regarding the care and control of the dog, including any combination of the following:

- (a) when the dog is not on the owner's property, the owner shall secure the dog by a collar and leash that is no more than one (1) metre in length;
- (b) the owner shall ensure the dog does not run at large;
- (c) the owner shall ensure the dog is muzzled when in a designated off-leash area;
- (d) the owner shall ensure that the dog is not in a designated off-leash area in the city at any time;
- (e) the owner shall ensure the dog is muzzled when not on the owner's property, to prevent it from biting another domestic animal or person;
- (f) the owner shall ensure the dog has permanent identification and provide the permanent identification information to the Poundkeeper;

- (g) the owner shall post a clearly visible sign on the owner's property saying "Beware of Dog";
- (h) the owner shall, at all times while the dog is on the owner's property, confine the dog in the residence or in an enclosed section of the yard;
- (i) the owner shall supply to the Poundkeeper, within 30 days of being informed of this licence condition, written confirmation from a licensed veterinarian that the dog has been neutered or spayed;
- (j) the owner shall supply to the Poundkeeper written confirmation within a specified time that an animal trainer or qualified professional has been retained to provide behavioural remediation; and
- (k) the owner shall supply to the Poundkeeper written confirmation within a specified time that the owner has obtained a policy of liability insurance covering any damages for injuries caused by the dog in an amount not less than five hundred thousand dollars.

Recommend revocation or suspension

4A.11 The Chief Licence Inspector may recommend to Council, or a delegation of Council, that Council revoke or suspend an aggressive dog licence if the conditions on the licence are being breached.

4A.12 After considering a recommendation that an aggressive dog licence be revoked or suspended, the Council may revoke or suspend the licence for any period of time and subject to any conditions concerning the care and control of the aggressive dog that Council deems fit.

4A.13 Every dog that qualified as an aggressive dog prior to the enactment of the amendments to this By-law on December 6, 2022, remains an aggressive dog, unless the dog ceases to be an aggressive dog pursuant to sections 4A.6 to 4A.8 of this By-law."

8. Council strikes section 6.1 and replaces it as follows:

"Seizing dogs under this By-law

6.1 The Poundkeeper or a police officer may seize a dog:

- (a) in respect of whom the person who keeps the dog does not have a licence, or aggressive dog licence;
- (b) in respect of whom payment of the licence fee referred to in section 3.3 is in arrears;
- (c) who is not wearing the dog tag referred to in section 3.5;
- (d) who is on a street or other public place unlawfully, including running at large;

- (e) who has bitten or who is alleged to have bitten a person or a domestic animal; or
- (f) who has had its aggressive dog licence revoked or suspended for breaching a condition of the licence.”.

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

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

ENACTED by Council this day of , 2022

Mayor

Acting City Clerk

EXPLANATION

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12839
Re: 2538 Birch Street**

This amendment to the Housing Agreement for 2538 Birch Street, which was authorized by By-law 12839 on November 24, 2020 and was required as a condition of rezoning bylaw enactment with respect to the lands, modifies such Housing Agreement by, *inter alia*, replacing the rent roll attached to the Housing Agreement with an updated rent roll.

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

Director of Legal Services
December 6, 2022

2538 Birch Street

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12839**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 12839 enacted November 24, 2020, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 2538 Birch Street (the "**Housing Agreement**") and thereafter the Housing Agreement was registered at the Land Title Office under registration nos. CA8600160 – CA8600161; and

AND WHEREAS

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

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

1. Council authorizes amendment of the Housing Agreement in substantially the form and substance of the modification agreement attached to this By-law as Schedule A and authorizes the Director of Legal Services to execute the modification agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2022

Mayor

Acting City Clerk

**TERMS OF INSTRUMENT - PART 2
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING
(the "Modification")**

Introduction

- A. The Transferor, 1061511 B.C. Ltd., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application for a text amendment of rezoning bylaw CD-1 (708) and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "Housing Agreement") with the City which was registered at the Land Title Office on November 26, 2020 under numbers CA8600160 to CA8600161; and
- E. The City and the Owner have agreed to enter into this Modification of the Housing Agreement to revise the Moderate Income Rental Housing Units Rent Roll set out in Schedule A of the Housing Agreement on the terms and conditions herein (the "Modification").

Consideration

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

1. Definitions

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

2. Modification of the Housing Agreement

The Owner and the City agree that the Housing Agreement shall be amended by:

- (a) deleting Section 2.1(p)(ii) in its entirety and replacing it with the following:

“(ii) the rents to be charged by the Owner to the first Tenants of each of the Moderate Income Housing Rental Units in the New Building following issuance of the Occupancy Permit are as set forth in the rent roll attached hereto as Schedule A, except that such rent roll including the unit numbers, unit types, number of units and rents may be amended by the Owner prior to the issuance of the Development Permit and/or prior

to the issuance of the Occupancy Permit, provided always that such rent roll complies with this Agreement and is satisfactory to the General Manager of Planning, Urban Design and Sustainability, as required in Sections 3.1(a)(i) and 4.1(a)(i), respectively; and”;

- (b) deleting Schedule A in its entirety and replacing it with the Moderate Income Rental Housing Units Rent Roll attached hereto as Schedule A.

3. Housing Agreement Ratified and Confirmed

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

4. Amendment

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

5. Binding Effect

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

6. Time

Time shall be of the essence of this Modification.

7. Conflict

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

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

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

| Unit # | Unit Type | Monthly Starting Rate (\$) |
|--------|-----------|----------------------------------|
| 403 | 1-bed | \$1,200 |
| 404 | 1-bed | \$1,200 |
| 407 | Studio | \$950 |
| 408 | 1-bed | \$1,200 |
| 409 | 1-bed | \$1,200 |
| 410 | 1-bed | \$1,200 |
| 411 | 2-bed | \$1,600 |
| 501 | 3-bed +1 | \$2,000 |
| 502 | Studio | \$950 |
| 504 | Studio | \$950 |
| 505 | 1-bed | \$1,200 |
| 506 | 3-bed +1 | \$2,000 |
| 507 | Studio | \$950 |
| 508 | 1-bed | \$1,200 |
| 509 | 1-bed | \$1,200 |
| 510 | 1-bed | \$1,200 |
| 511 | 2-bed | \$1,600 |
| 512 | 2-bed | \$1,600 |
| 513 | 2-bed | \$1,600 |
| 601 | 3-bed +1 | \$2,000 |
| 602 | Studio | \$950 |
| 604 | Studio | \$950 |
| 605 | 1-bed | \$1,200 |
| 606 | 3-bed +1 | \$2,000 |
| 607 | Studio | \$950 |
| 608 | 1-bed | \$1,200 |
| 609 | 1-bed | \$1,200 |
| 610 | 1-bed | \$1,200 |
| 611 | 2-bed | \$1,600 |
| 612 | 2-bed | \$1,600 |
| 613 | 2-bed | \$1,600 |
| 701 | 3-bed +1 | \$2,000 |
| 704 | Studio | \$950 |
| 705 | 1-bed | \$1,200 |
| 707 | Studio | \$950 |

| | | |
|------|----------|---------|
| 708 | 1-bed | \$1,200 |
| 711 | 2-bed | \$1,600 |
| 712 | 2-bed | \$1,600 |
| 713 | 2-bed | \$1,600 |
| 801 | 3-bed +1 | \$2,000 |
| 804 | Studio | \$950 |
| 805 | 1-bed | \$1,200 |
| 806 | 3-bed +1 | \$2,000 |
| 807 | Studio | \$950 |
| 808 | 1-bed | \$1,200 |
| 811 | 2-bed | \$1,600 |
| 812 | 2-bed | \$1,600 |
| 813 | 2-bed | \$1,600 |
| 904 | 1-bed | \$1,200 |
| 905 | 1-bed | \$1,200 |
| 907 | 2-bed | \$1,600 |
| 908 | 2-bed | \$1,600 |
| 1006 | 1-bed | \$1,200 |
| 1007 | 1-bed | \$1,200 |
| 1106 | 1-bed | \$1,200 |
| 1107 | 1-bed | \$1,200 |
| 1206 | 1-bed | \$1,200 |
| 1207 | 1-bed | \$1,200 |

END OF DOCUMENT

1. Application

**Dentons Canada LLP
Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8
6046874460**

565483-4
S.219 Housing Agreement Covenant Modification
WC/mf

2. Description of Land

PID/Plan Number Legal Description

030-417-261 LOT 1 BLOCK 353 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP81033

3. Nature of Interest

| Type | Number | Additional Information |
|---------------------|------------------|------------------------|
| MODIFICATION | CA8600160 | |

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1061511 B.C. LTD. , NO.BC1061511

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD
2022-11-25

1061511 B.C. LTD.
By their Authorized Signatory

PRINT: Thomas Pappajohn

WILFRED CHAN
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

City of Vancouver
By their Authorized Signatory

PRINT NAME:

PRINT NAME:

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 162 Main Street**

On April 8, 2020, the Development Permit Board approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Arts, Culture and Community Services, prior to the issuance of a Development Permit. The Housing Agreement for the above noted lot was approved by Council under By-law No. 12912 and registered on title to the above noted lot under land title registration numbers CA8803282 to CA8803284 (the “**Original Housing Agreement**”).

Subsequently, the land owner made an application for a Minor Amendment to DP-2019-00560 under Development Application Number DP-2022-00487, which Development Application was approved in principle by the Director of Planning on September 29, 2022, subject to, among other things, the amendment or replacement of the Original Housing Agreement (the “**New Housing Agreement**”) to provide for all of the dwelling units in the development to be secured as “social housing”, as defined in the Vancouver Development Cost Levy By-law No.9755.

The New Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the *Vancouver Charter*, to authorize such New Housing Agreement and to authorize the City to enter into the New Housing Agreement with the land owner. Upon registration of this New Housing Agreement on title to the above noted lot, the City will seek a repeal of By-law No. 12912 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
December 6, 2022



1. Application

Wesley Chan
City of Vancouver
453 West 12th Avenue
Vancouver BC V5Y 1V4
6046062757

LS-20-00749
 162 Main Street

2. Description of Land

| PID/Plan Number | Legal Description |
|--------------------|---|
| 031-121-381 | LOT A DISTRICT LOT 196 BLOCK 4 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101555 |

3. Nature of Interest

| Type | Number | Additional Information |
|-----------------|--------|---|
| COVENANT | | Section 219 Covenant Entire Instrument |

4. Terms

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

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)



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

7. Additional or Modified Terms



8. Execution(s)

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

| | | |
|--|--|--|
| Witnessing Officer Signature  <hr/> WESLEY Y. L. CHAN 453 WEST 12 TH AVENUE VANCOUVER, B.C. V5Y 1V4 BARRISTER & SOLICITOR | Execution Date YYYY-MM-DD <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> 2022-11-28 </div> | Transferor / Transferee / Party Signature(s) CITY OF VANCOUVER By their Authorized Signatory  <hr/> Jason Twa |
|--|--|--|

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 <hr/> | Execution Date YYYY-MM-DD <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> | Transferor / Transferee / Party Signature(s) CITY OF VANCOUVER By their Authorized Signatory <hr/> |
|---|---|--|

Officer Certification

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

| | |
|--|--|
| <p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p> | <div style="border: 1px solid black; width: 150px; height: 30px; margin: 0 auto;"></div> |
|--|--|

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

WHEREAS:

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

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

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

C. The previous owner of the Lands made an application to develop the Lands pursuant to Development Application DP-2019-00560 (the "**Development Application**"), which Development Application was approved by the Development Permit Board in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will enter into a Housing Agreement with the City of Vancouver, which Housing Agreement was registered at the Land Title Office under Registration Nos. CA8803282 - CA8803284 (the "**Original Housing Agreement**");

D. Following the registration of the Original Housing Agreement at the Land Title Office, a Development Permit was issued, the Owner acquired the Lands and made an application for a minor amendment to the Development Permit, which minor amendment was approved by the Director of Planning in principle, subject to, among other things, fulfillment of the condition that, prior to the amendment to the Development Permit, the Owner will make:

"1.1 arrangements to be made to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement for a term of 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:

- i. a no separate sales covenant;*
- ii. a no stratification covenant;*
- iii. a provision that none of such units will be rented for less than one month at a time;*

- iv. *a requirement that all Dwelling Units in building to comply with the definition of “social housing” as defined in the Vancouver Development Cost Levy By-law No. 9755 (the “Social Housing Units”) of which:*
- a. *not less than 33% of the Social Housing Units (23 units) are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;*
 - b. *the target rents and affordability for the remaining 66% of Social Housing Units (45 units) will be as follows:*
 - 1) *not less than 33% of the Social Housing Units to be occupied only by households with incomes at or below the then current applicable Housing Income Limit(HIL) and each rented at a monthly rate no higher than the amount equal to 30% of the aggregate household annual income of the members of the household occupying such Social Housing Unit (for the immediately previous 12 months) divided by 12months provided that if any such Social Housing Units are Micro Dwelling Units, then such Micro Dwelling Units shall be rented at a monthly rate no higher than the lesser of:*
 - a) *the average market monthly rent for studio apartments in the East Hastings zone (as may be renamed from time to time) as stated annually; and*
 - b) *1/40th of the then current HIL for studio apartments; and*
 - 2) *the remaining Social Housing will be the lesser of Affordable Market Rents and ninety percent (90%) of:*
 - a) *the appraised market rent for a comparable unit in the East Hastings zone (where a “comparable unit” means a unit of the same type, similar sized and in a building with a similar age and quality of construction); or*
 - b) *in the absence of comparable units in the East Hastings zone, CMHC’s Rental Survey for Vancouver by year of construction, 2005+ category, or an equivalent publication (as may be approved by the General Manager of Arts, Culture and Community Services); and*

provided further that if any such Social Housing Units are Micro Dwelling Units, then such Micro Dwelling Units shall be rented at a rate no higher than the average market rents for studio apartments in the East Hastings zone (as may be renamed from time to time) as stated annually in the Canada Mortgage and Housing Corporation’s Annual Rental Market Survey or an

- equivalent publication (as may be approved by the General Manager of Arts, Culture and Community Services);*
- c. *a requirement that all Dwelling Units in the building are contained within a single parcel or air space parcel and legally and beneficially owned by a non-profit corporation, a non-profit cooperative association or by or on behalf of the City, the Province of British Columbia or Canada; and*
 - d. *such other terms and conditions as the General Manager of Arts, Culture, and Community Services and the Director of Legal Services may in their sole discretion require.*

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

(the “**Social Housing Condition**”); and

E. The Owner and the City are now entering into this Agreement to satisfy the Social Housing Condition and by replacing the Original housing Agreement.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) “**Affordable Market Rents**” means the average market rents posted by Canada Mortgage and Housing Corporation applicable to the location of the Lands, provided that such rents do not exceed 90% of: (i) the appraised market rent for a comparable unit in the local area (where a “comparable unit” means a Dwelling Unit of the same type, similar size and in a building with a similar age and quality of construction); or (ii) in the absence of such comparable units in the local area, the market rent for a comparable unit as set out in CMHC’s Rental Survey for Vancouver by year of construction, 2005+ category, or such survey is not available, such other survey or publication approved by the General Planning, Urban Design and Sustainability in his or her sole discretion;
- (b) “**Agreement**” means this housing agreement and building use covenant, including the foregoing Recitals;
- (c) “**City**” and “**City of Vancouver**” are defined in Recital A(ii);
- (d) “**City Manager**” means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development"** means the development on the Lands described in Recital C and approved by the Development Permit;
- (h) **"Development Application"** has the meaning ascribed to it in Recital C;
- (i) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Development Application;
- (j) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (k) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (l) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;
- (m) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (n) **"Housing Income Limit"** or **"HIL"** the income required to pay the average market rent for an appropriately sized unit in the private market, in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as may be approved by the General Manager of Planning, Urban Design and Sustainability);
- (o) **"Income Assistance"** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (p) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250 and all amendments thereto and re-enactments thereof;

- (q) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (r) **"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;
- (s) **"Micro Dwelling Unit"** means a Social Housing Unit which measures no less than 23.2 m² and no more than 29.7 m² and is intended for single occupancy;
- (t) **"New Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (u) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (v) **"Old Age Security"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (w) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (x) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (y) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (z) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (aa) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age

Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;

- (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security for the housing commitments required by the city registered against the freehold or leasehold title, with such priority of registration as the city may require;
- (bb) **“Social Housing Condition”** has the meaning ascribed to that term in Recital C;
 - (cc) **“Social Housing Units”** has the meaning ascribed to that term in Section 2.1(b), and **“Social Housing Unit”** means any one of such Social Housing Units;
 - (dd) **“Term”** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
 - (ee) **“Vancouver Charter”** means the Vancouver Charter S.B.C. 1953, c. 55 and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this **“Agreement”** and the words **“hereof”** **“herein”** and similar words refer to this Agreement as a whole and not to any

section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building not less than sixty-eight (68) Dwelling Units, all of which will be for use only as Social Housing (the “**Social Housing Units**” and for clarity includes, *inter alia*, the Micro Dwelling Units), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term, the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;

- (d) throughout the Term:
- (i) not less than one-third (1/3) of the Social Housing Units (23 Social Housing Units), will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and
 - (ii) the target rents and affordability for the remaining forty-five (45) Social Housing Units will be for:
 - A. not less than one-third (1/3) of the Social Housing Units (23 Social Housing Units) to be occupied only by households with incomes below the then current applicable HIL and each rented at a monthly rate no higher than the amount equal to 30% of the aggregate household annual income of the members of the household occupying such Social Housing Unit (for the immediately previous 12 months) divided by 12 months provided that if any such Social Housing Units are Micro Dwelling Units, then such Micro Dwelling Units shall be rented at a monthly rate no higher than the lesser of:
 - I. the average market monthly rent for studio apartments in the East Hastings zone (as may be renamed from time to time) as stated annually; and
 - II. 1/40th of the then current Housing Income Limit for the applicable type of Social Housing Unit; and
 - B. the remaining Social Housing will be Affordable Market Rents provided that they shall not exceed ninety percent (90%) of:
 - I. The appraised market rent for a comparable unit in the East Hastings zone (where a “comparable unit” means a unit of the same type, similar sized and in a building with a similar age and quality of construction); or
 - II. In the absence of comparable units in the East Hastings zone, CMHC’s Rental Survey for Vancouver by year of construction, 2005+ category, or an equivalent publication (as may be approved by the General Manager of Planning, Urban Design and Sustainability);

and provided further that if any such Social Housing Units are Micro Dwelling Units, then such Micro Dwelling Units shall be rented at a rate no higher than the average market rents for studio apartments in the East Hastings zone (as may be renamed from time to time) as stated annually in the Canada Mortgage and Housing Corporation’s Annual Rental Market Survey or an

equivalent publication (as may be approved by the General Manager of Planning, Urban Design and Sustainability);

- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Social Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be legally and beneficially owned by a non-profit corporation, a non-profit co-operative association or by or on behalf of the City, the Province of British Columbia or Canada as a single legal entity;
- (j) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Social Housing Unit for a term of less than one month at a time;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 **No Occupancy.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a); and

without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

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

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 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. withholding any permit pursuant to this Agreement; or
- B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner 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(b) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

ARTICLE 7 NOTICES

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

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

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

(b) If to the Owner:

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

Attention: Director of Real Estate

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

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.8 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.9 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.
- 8.10 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

END OF DOCUMENT