

**EXPLANATION****A By-law to amend  
Zoning and Development By-law No. 3575  
regarding patios**

Following the Public Hearing on February 14, 2023, Council resolved to amend the Zoning and Development By-law to make temporary regulations permanent for patios for businesses on private property. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
March 7, 2023

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

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.

2. In section 10, Council strikes out Section 10.35 “Temporary Patio” in its entirety.

3. In the RM-5, RM-5A, RM-5B, RM-5C, and RM-5D District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All uses listed in section **2.1** of this schedule, other than dwelling uses, must be carried on wholly within a completely enclosed building, except for the following:

- (a) child day care facility;
- (b) display of flowers, plants, fruit and vegetables;
- (c) farmers’ market;
- (d) outdoor eating area in combination with a club, grocery or drug store, or neighbourhood grocery store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (e) park or playground;
- (f) parking and loading facilities;
- (g) public bike share;
- (h) restaurant; and
- (i) urban farm – class A.”.

4. In the RM-6 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, except for the following:

- (a) child day care facility;
- (b) display of flowers, plants, fruits and vegetables;

- (c) farmers' market;
- (d) gasoline station – split island;
- (e) outdoor eating area in combination with a club, grocery or drug store, neighbourhood grocery store or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (f) park or playground;
- (g) parking and loading facilities;
- (h) public bike share;
- (i) restaurant; and
- (j) urban farm – class A.”.

5. In the C-1 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) farmers’ market;
- (c) gasoline station – full serve;
- (d) gasoline station – split island;
- (e) neighbourhood public house;
- (f) outdoor eating area in combination with a club, grocery or drug store, or retail store;
- (g) parking and loading facilities;
- (h) public bike share;
- (i) restaurant – class 1; and
- (j) urban farm – class B,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having

regard to the types of merchandise, the area and location of the display or eating area with respect to adjoining sites, the hours of operation and the intent of this schedule.”.

6. In the C-2 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) drive-through service;
- (c) farmers’ market;
- (d) gasoline station – full serve;
- (e) gasoline station – split island
- (f) lumber and buildings material establishment;
- (g) neighbourhood public house;
- (h) outdoor eating area in combination with a cabaret, club, grocery or drug store, restaurant – class 2, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (i) parking and loading facilities;
- (j) public bike share;
- (k) restaurant – class 1;
- (l) restaurant – drive-in;
- (m) taxicab or limousine station;
- (n) urban farm – class B; and
- (o) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

7. In the C-2B District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) farmers’ market;
- (c) gasoline station – full serve;
- (d) gasoline station – split island;
- (e) neighbourhood public house;
- (f) outdoor eating area in combination with a club, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (g) parking and loading facilities;
- (h) public bike share;
- (i) restaurant – class 1;
- (j) urban farm – class B; and
- (k) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

8. In the C-2C District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) farmers’ market;
- (c) gasoline station – full serve;

- (d) gasoline station – split island;
- (e) neighbourhood public house;
- (f) outdoor eating area in combination with a club, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (g) parking and loading facilities;
- (h) public bike share;
- (i) restaurant – class 1; and
- (j) urban farm – class B,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

9. In the C-2C1 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

- “2.2.1 All commercial uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:
- (a) display of flowers, plants, fruits and vegetables;
  - (b) drive-through service;
  - (c) farmers’ market;
  - (d) gasoline station – full serve;
  - (e) gasoline station – split island;
  - (f) neighbourhood public house;
  - (g) outdoor eating area in combination with a club, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
  - (h) parking and loading facilities;

- (i) public bike share;
- (j) restaurant – class 1;
- (k) restaurant – drive-in; and
- (l) urban farm – class B,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

10. In the C-3A District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule and all outright approval accessory uses listed in section **2.1** of this schedule, must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) drive-through service;
- (c) farmers’ market;
- (d) gasoline station – full serve;
- (e) gasoline station – split island;
- (f) lumber and buildings material establishment;
- (g) neighbourhood public house;
- (h) outdoor eating area in combination with a cabaret, club, grocery or drug store, restaurant – class 2, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (i) parking and loading facilities;
- (j) public bike share;
- (k) restaurant – class 1;
- (l) restaurant – drive-in;

- (m) taxicab or limousine station;
- (n) urban farm – class B; and
- (o) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

11. In the C-5, C-5A, and C-6 Districts Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All commercial uses listed in section **2.1** of this schedule, and all outright approval accessory uses accessory to the outright commercial uses listed in section **2.1** of this schedule, must be carried on wholly within a completely enclosed building, other than the following:

- (a) child day care facility;
- (b) display of flowers, plants, fruits and vegetables;
- (c) farmers’ market;
- (d) gasoline station – full serve;
- (e) gasoline station – split island;
- (f) neighbourhood public house;
- (g) outdoor eating area in combination with a cabaret, club, grocery or drug store or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (h) parking and loading facilities;
- (i) public bike share;
- (j) restaurant; and
- (k) urban farm – class B.”.

12. In the C-7 and C-8 Districts Schedule, Council strikes out Section 2.2.1 and substitutes the following:



“2.2.1 All outright approval uses listed in section **2.1** of this schedule, and all conditional approval uses listed in section **2.1** of this schedule that are commercial uses, must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) farmers’ market;
- (c) gasoline station – full serve;
- (d) gasoline station – split island;
- (e) neighbourhood public house;
- (f) outdoor eating area in combination with a club, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (g) outside storage for any outright approval use that is not specifically listed as an outright approval use in section **2.1** of this schedule but that was existing as of December 12, 1995;
- (h) parking and loading facilities;
- (i) public bike share;
- (j) restaurant;
- (k) taxicab or limousine station;
- (l) urban farm – class B; and
- (m) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

13. In the FC-1 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All outright approval uses listed in section 2.1 of this schedule, and all conditional approval uses listed in section 2.1 of this schedule that are commercial uses, must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers and vegetables;
- (b) drive-through service;
- (c) farmers’ market;
- (d) gasoline station – full serve;
- (e) gasoline station – split island;
- (f) lumber and building material establishment;
- (g) neighbourhood public house;
- (h) outdoor eating area in combination with a cabaret, club, grocery or drug store, restaurant – class 2, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (i) parking and loading facilities;
- (j) public bike share;
- (k) restaurant – class 1;
- (l) restaurant – drive-in;
- (m) taxicab or limousine station; and
- (n) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers 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 schedule.”.

14. In the FC-2 District Schedule, Council strikes out Section 2.2.1(a) and substitutes the following:

“(a) that are commercial uses, must be carried on wholly within a completely enclosed building, other than the following:

- (i) display of flowers, plants, fruits and vegetables,
- (ii) farmers’ market,
- (iii) neighbourhood grocery store,
- (iv) neighbourhood public house,
- (v) outdoor eating area in combination with a club or neighbourhood grocery store subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule,
- (vi) park or playground,
- (vii) parking and loading facilities,
- (viii) parking uses,
- (ix) public bike share,
- (x) restaurant – class 2,
- (xi) retail store,
- (xii) transportation and storage uses, and
- (xiii) urban farm – class B,

except that the Director of Planning may vary this regulation if appropriate measures are taken, to the satisfaction of the Director of Planning, to minimize any dangerous, injurious, noxious or otherwise objectionable impacts that could adversely affect the surrounding area and adjoining non-industrial districts;”.

15. In the I-1 District Schedule, Council strikes out Section 2.2.1(a) and substitutes the following:

“(a) except for cardlock fuel station, vehicle dealer, transportation and storage uses, and outdoor eating area in combination with a neighbourhood public house or restaurant, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with

respect to adjoining sites, the hours of operation and the intent of this schedule;”.

16. In the I-1 District Schedule, Council strikes out Section 2.2.2(a) and substitutes the following:

- “(a) except for gasoline station – full serve, lumber and building materials establishment, and outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building, except for heating and mechanical equipment, off-street parking and loading, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule; and”.

17. In the I-1A District Schedule, Council strikes out Section 2.2.1(a) and substitutes the following:

- “(a) except for cardlock fuel station, vehicle dealer, transportation and storage uses, and outdoor eating area in combination with a neighbourhood public house or restaurant, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;”.

18. In the I-1A District Schedule, Council strikes out Section 2.2.2(a) and substitutes the following:

- “(a) except for gasoline station – full serve, lumber and building materials establishment, and outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building, except for heating and mechanical equipment, off-street parking and loading, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule; and”.

19. In the I-1B District Schedule, Council strikes out Section 2.2.1(a) and substitutes the following:

- “(a) except for cardlock fuel station, vehicle dealer, transportation and storage uses, and outdoor eating area in combination with a neighbourhood public house or restaurant, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;”.

20. In the I-1B District Schedule, Council strikes out Section 2.2.2 (a) and substitutes the following:

- “(a) except for gasoline station – full serve, lumber and building materials establishment, and outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building, except for heating and mechanical equipment, off-street parking and loading, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule; and”.

21. In the I-1C District Schedule, Council strikes out Section 2.2.1 (a) and substitutes the following:

- “(a) except for park or playground, aircraft landing place, and outdoor eating area in combination with a grocery or drug store, neighbourhood public house, or restaurant, or retail store, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;”.

22. In the I-1C District Schedule, Council strikes out Section 2.2.2 (a) and substitutes the following:

- “(a) except for outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building, except for heating and mechanical equipment, off-street parking and loading, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule; and”.

23. In the I-3 District Schedule, Council strikes out Section 2.2.1 (a) and substitutes the following:

- “(a) except for gasoline station, parking uses, transportation and storage uses, vehicle dealer, and outdoor eating area in combination with a neighbourhood grocery store, restaurant, or retail store, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;”.

24. In the IC-1 and IC-2 Districts Schedule, Council strikes out Section 2.2.1 (a) and substitutes the following:

- “(a) except for cardlock fuel station, gasoline station – split island, and outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;”.

25. In the IC-1 and IC-2 Districts Schedule, Council strikes out Section 2.2.2 (a) and substitutes the following:

- “(a) except for gasoline station – full serve, lumber and building materials establishment, and outdoor eating area in combination with a restaurant or retail store, must be carried on wholly within a completely enclosed building, except for off-street parking and loading, heating or mechanical equipment, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule; and”.

26. In section 4.2.5 of the IC-1 and IC-2 Districts Schedule, Council strikes out “, and cardlock fuel station” and substitutes “, cardlock fuel station, and outdoor eating area”.

27. In the IC-3 District Schedule, Council strikes out Section 2.2.1 (a) and substitutes the following:

- “(a) except for cardlock fuel station, transportation and storage uses, and outdoor eating area in combination with a restaurant, must be carried on wholly within a completely enclosed building unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;”.

28. In the IC-3 District Schedule, Council strikes out Section 2.2.2 (a) and substitutes the following:

- “(a) except for retail store and lumber, building materials establishment, and outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building, except for off-street parking and loading, heating and mechanical equipment, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule; and”.

29. In section 4.2.4 of the IC-3 District Schedule, Council strikes out “Any use that is not carried on wholly within a completely enclosed building” and substitutes “Except for outdoor eating area, any use that is not carried on wholly within a completely enclosed building”.

30. In the MC-1 and MC-2 Districts Schedule, Council strikes out Section 2.2.1 (c) and substitutes the following:

- “(c) must be carried on wholly within a completely enclosed building, except for the following:
- (i) display of flowers, plants, fruits and vegetables,
  - (ii) farmers’ market,
  - (iii) gasoline station – full serve,
  - (iv) gasoline station – split island,
  - (v) lumber and building materials establishment,
  - (vi) neighbourhood public house,
  - (vii) outdoor eating area in combination with a club, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule,

- (viii) parking and loading facilities,
- (ix) public bike share,
- (x) transportation and storage uses,
- (xi) urban farm – class B, and
- (xii) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation, and the intent of this schedule and all applicable Council policies and guidelines; and”.

31. In the MC-1 and MC-2 Districts Schedule, Council strikes out Section 2.2.2 (c) and substitutes the following:

- “(c) must be carried on wholly within a completely enclosed building, except for the following:
  - (i) display of flowers, plants, fruits and vegetables,
  - (ii) gasoline station – full serve,
  - (iii) gasoline station – split island,
  - (iv) lumber and building materials establishment,
  - (v) neighbourhood public house,
  - (vi) outdoor eating area in combination with a grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule,
  - (vii) parking and loading facilities,
  - (viii) restaurant,
  - (ix) transportation and storage uses, and
  - (x) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having regard to the type of



merchandise, the area and location of the display with respect to adjoining sites, the hours of operation, and the intent of this schedule and all applicable Council policies and guidelines; and”.

32. In the HA-1 and HA-1A Districts Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All non-dwelling uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) gas station – split island;
- (c) farmers’ market;
- (d) neighbourhood public house;
- (e) outdoor eating area in combination with a cabaret, club, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (f) park or playground;
- (g) parking and loading facilities;
- (h) public bike share; and
- (i) restaurant and refreshment facilities,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation, the intent of this schedule and all applicable Council policies and guidelines, and the submission of any advisory group, property owner or tenant.”.

33. In the HA-2 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All non-dwelling conditional approval uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) farmers’ market;

- (c) neighbourhood public house;
- (d) outdoor eating area in combination with a grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (e) parking and loading facilities;
- (f) public bike share; and
- (g) restaurant,

except that the Director of Planning may vary these conditions for restaurant and refreshment facilities and retail uses, and the Director of Planning may impose any conditions that the Director of Planning considers necessary, if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines, and the submission of any advisory group.”.

34. In the HA-2 District Schedule, Council strikes out Section 2.2.2 and substitutes the following:

“2.2.2 All non-dwelling outright approval uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables;
- (b) outdoor eating area in combination with a cabaret, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (c) parking and loading facilities; and
- (d) restaurant and refreshment facilities,

except that the Director of Planning may vary these conditions for restaurant and refreshment facilities and retail uses, and the Director of Planning may impose any conditions that the Director of Planning considers necessary, if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines, and the submission of any advisory group.”.

35. In the HA-3 District Schedule, Council strikes out Section 2.2.1 and substitutes the following:

“2.2.1 All non-dwelling uses listed in section **2.1** of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) grocery store or drug store;
- (b) farmers’ market;
- (c) neighbourhood public house;
- (d) outdoor eating area in combination with a club, grocery or drug store, or restaurant – class 2, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (e) park or playground;
- (f) parking and loading facilities;
- (g) public bike share;
- (h) restaurant – class 1; and
- (i) retail store.”.

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

ENACTED by Council this       day of       , 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting City Clerk

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

Following the Public Hearing on February 14, 2023, Council resolved to amend the Zoning and Development By-law regarding green building regulations. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
March 7, 2023

**BY-LAW NO. \_\_\_\_\_**

## A By-law to amend Zoning and Development By-law No. 3575 Regarding Green Building Regulations

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
  - (a) in subsection (d), adds “and” after the semicolon at the end of the subsection;
  - (b) in subsection (e), strikes out “; and” and substitutes “.”; and
  - (c) strikes out subsection (f).
2. In section 3.1 of the C-2 District Schedule, the C-2B District Schedule, the C-2C District Schedule, and the C-2C1 District Schedule, Council:
  - (a) in subsection (d), adds “and” after the semicolon at the end of the subsection;
  - (b) in subsection (e), strikes out “; and” and substitutes “.”; and
  - (c) strikes out subsection (f).
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 March 15, 2023.

ENACTED by Council this            day of            , 2023

Mayor

Acting City Clerk

**EXPLANATION****A By-law to amend Building By-law No. 12511  
Regarding Housekeeping and Miscellaneous Amendments**

The attached By-law will implement Council's resolution of February 14, 2023 to amend the Building By-law regarding housekeeping and miscellaneous amendments, and includes a few minor formatting changes that were identified after the meeting.

Director of Legal Services  
March 7, 2023

**BY-LAW NO. \_\_\_\_**

**A By-law to amend Building By-law No. 12511  
Regarding Housekeeping and Miscellaneous Amendments**

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, Article 1.3.1.2., in Table 1.3.1.2. Council deletes the following row:

“

ASHRAE	ANSI/ASHRAE 90.1-2016	Energy Standard for Buildings Except Low-Rise Residential Buildings	<u>10.2.2.2.(1)</u> <u>Table 10.2.2.5.A</u> 11.7.1.1.(3)
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”

and substitutes the following:

“

ASHRAE	ANSI/ASHRAE 90.1-2016	Energy Standard for Buildings Except Low-Rise Residential Buildings	<u>10.2.2.2.(1)</u> 11.7.1.1.(3)
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”

3. In Book I, Division B, Article 3.1.11.7., in Sentence (6), Council strikes out “Sentences (1) to (4)” and substitutes “Sentences (1) to (5)”.
4. In Book I, Division B, Article 3.1.11.7., in Sentence (7), Council strikes out “Sentences (1) to (4)” and substitutes “Sentences (1) to (5)”.
5. In Book I, Division B, Article 3.2.2.50., in Clause (1)(c), Council:
  - (a) adds a comma after “uppermost floor level”; and
  - (b) strikes out “that does not serve a rooftop enclosure for elevator machinery, a stairway or a *service room* used only for service to the *building*”.
6. In Book I, Division B, Article 3.2.2.58., in Clause (1)(c), Council:
  - (a) adds a comma after “uppermost floor level”; and
  - (b) strikes out “that does not serve a rooftop enclosure for elevator machinery, a stairway or a *service room* used only for service to the *building*”.

7. In Book I, Division B, Article 3.2.3.13., in Subclause 3.2.3.13.(5)(c)(ii), Council strikes out “within 300 mm of the ceiling” and substitutes “within 300 mm of a smooth horizontal ceiling”.

8. In Book I, Division B, in Article 3.2.7.9., Council strikes out Clause (1)(a) and substitutes the following:

“a) every elevator serving *storeys* above the *first storey* in a *building* that is more than 18 m high measured between *grade* and the floor level of the top *storey*, other than in a *building* complying with Sentence 3.2.6.1.(2), and every elevator for firefighters in conformance with Sentence (2).”.

9. In Book I, Division B, Article 3.8.2.1., in Sentence (1), Council strikes out “this Section” and substitutes “Subsections 3.8.2. through 3.8.4.”.

10. In Book I, Division B, in Article 3.8.5.5., Council strikes out Sentence (1) and substitutes the following:

“

**1)** At least one bathroom in an *adaptable dwelling unit* that includes a floor level exceeding 40 m<sup>2</sup> shall

- a) have a washbasin,
- b) have a toilet,
- c) have either a bathtub, shower, or be configured to accommodate the future installation of a low barrier shower and shall be constructed with
  - i) the addition of structural reinforcement of framed construction to accommodate the subsequent change in load, or the removal or reduction of the capacity of structural elements to facilitate the future installation of a low barrier shower,
  - ii) pre-plumbing of a drain connection the greatest extent permitted by this Code to facilitate the future installation of a low barrier shower where it passes through a concrete floor or floor topping, or
  - iii) alternative measures to the satisfaction of the *Chief Building Official* where it can be demonstrated that the future installation of a low barrier shower can be installed without substantial changes to the *building* structure or layout,
- d) be arranged so as to provide a minimum clear floor space of 750 mm by 1200 mm in front of a washbasin, toilet, bathtub or shower required by Clause (c), and
- e) be located on
  - i) the principal floor exceeding 40 m<sup>2</sup> containing living space with level access to an entry at the adjacent ground level, or
  - ii) a floor provided with features that in the opinion of the *Chief Building Official* can readily be modified to facilitate future use by persons with limited mobility (see Note A-3.8.5.5.(1)).

11. In Book I, Division B, note to Part 3 A-3.8.3.1.(2), in the title to Figure A-3.8.3.1.(2)(i)-A and Figure A-3.8.3.1.(2)(i)-B, Council strikes out “Signs indicating accessible facilities”.



12. In Book I, Division B, in the Notes Part 3, Council inserts, in correct numerical order, the following:

**“A-3.8.3.4.(1) Passenger-Loading Zones.** The provision of the VBBL regarding Passenger-Loading Zones are applicable to dedicated spaces for the loading and unloading of passengers from vehicles which may require additional clearances due the use of lifts, or a larger than usual door swing to facilitate accessibility.

Sentence 3.8.3.4.(1) is intended to be applied to space for the standing of a vehicle for the purpose of discharging or taking on passengers – exterior on-site with direct grade level access such as a porte-cochere or covered loading area, or interior within the building floor area, where a bus, accessible passenger directed vehicle, or similar commercial passenger vehicle may be expected to be present. As such, this aligns with the requirements of the Parking By-law, where Passenger Class B or larger loading spaces are required by Section 7, or as otherwise required by the Director of Planning, in consultation with the City Engineer.

Note that the design of vehicular access, ingress and egress routes to and from these loading areas, are required to comply with the appropriate provision of the Parking By-law.”.

13. In Book I, Division B, Article 8.2.1.3., in Sentence (1), Council strikes out “2 m or more from a street, fencing, boarding or barricades” and substitutes “2 m or less from a *street*, fencing, boarding or barricades”.

14. In Book I, Division B, Article 9.9.6.4., Council adds in correct numerical order, the following:

**“6)** Except as *acceptable* to the *Chief Building Official*, overhead garage doors shall not be used a *means of egress* except where designed to swing on a vertical axis.”.

15. In Book I, Division B, Article 9.10.18.2., in Sentence (1), Council strikes out “Sentences (3) and (4)” and substitutes “Sentences (3), (4) and (5)”.

16. In Book I, Division B, Article 9.10.20.3., in Sentence (8), Council:

- (a) strikes out “residential *building*” and substitutes “single detached house or duplex”;
- (b) strikes out “containing not more than 2 principal *dwelling units*,”; and
- (c) strikes out “no less than” and substitutes “not more than”.

17. In Book I, Division B, Sentence 10.2.1.1.(2), Council strikes out “Chief Building Official” and substitutes “*Chief Building Official*”.

18. In Book I, Division B, Sentence 10.2.1.1.(6), Council strikes out “principle” and substitutes “principal”.

19. In Book I, Division B, Article 10.2.1.2., in Clause (1)(i), Council strikes out “gas-fired fire places” and substitutes “domestic gas-fired fireplace”.

20. In Book I, Division B, Sentence 10.2.1.5.(2), Council:

- (a) In Subclause (a)(i) after the words “Sentences 10.2.2.15.(1) through (4)” inserts “and (6)”, and
- (b) In Clause (2)(m) adds “and” at the end of the clause.

21. In Book I, Division B, Article 10.2.2.10., in Sentence (1), Council strikes out Clause (b) and substitutes:

“b) a switch near the principal entrance of each residential *suite* that controls all non high-efficiency lighting fixtures within the *suite*, except lights serving corridors, stairs, washrooms, and rooms with no exterior window.”.

22. In Book I, Division B, Article 10.2.2.12., Council strikes out Sentence (1) and substitutes the following:

“1) In a *building* required to comply with this Article, water heating appliances shall be electrically operated except as permitted by Sentence (2), and shall comply with

- a) CSA C191-04, “Performance of electric storage tank water heaters for domestic hot water service”, or
- b) CAN/CSA-C745 “Energy Efficiency of Electric Storage Tank Water Heaters and Heat Pump Water Heaters”, or
- c) CAN/CSA-P.9 Combined space- and water-heating systems.”.

23. In Book I, Division B, Article 10.2.2.15., in Sentence (6), Council strikes out the last period.

24. In Book I, Division B, Sentence 10.2.2.17.(3), Council strikes out Clause (j) and substitutes the following:

- “j) be located in an *accessible* location within the *dwelling unit*, that can be readily accessed for maintenance, and
- i) designed and installed to operate with an acceptable level of weather and freeze protection,
  - ii) in a duplex or single detached house and their contained *ancillary residential units*, be within a *conditioned space* and provided with direct access from at least one of the *dwelling units* that it serves, and
  - iii) have a minimum headroom clearance of 2 m with sufficient room to replace or maintain the heat recovery ventilator.”.

25. In Book I, Division B, Article 10.4.1.1., in Table 10.4.1.1. Council strikes out the following rows:

“

10.3.1.1. Electrical Service and Capacity	
(1)	[F02-OS1.2] [F02-OP1.2]
(2)	[F81-OP1.2]
(3)	[F41-OE1]

”

and substitutes the following:

“

<b>10.3.1.1. Electrical Service and Capacity</b>	
(1)	[F02-OS1.2] [F02-OP1.2]
(2)	[F41-OE1]

”

26. In Book I, Division B, Note A-10.2.2.10., Council strikes out the first paragraph titled “**10.2.2.10.(1)(b) Master Switch.**” and substitutes the following:

**“10.2.2.10.(1)(b) Master Switch.** Except for residences containing only high efficiency light fixtures (LED, etc.) (other than pot lights), the objective is to require a master switch that will permit non-essential lighting to be turned off when an occupant leaves the premises. As this was only intended to consider residential portions of a building, it is acceptable to consider each portion of the building structure located above the parkade slab constructed to Article 3.2.1.2. on an individual basis given that the cost-effectiveness of such energy saving features would not be as significant for smaller structures with proportionally larger exterior wall and roof surface areas relative to their volume.”.

27. In Book I, Division B, Article 11.2.1.2., in Sentence (3), Council strikes out “Sentence (9) and”.

28. In Book I, Division B, Article 11.2.1.2., Council strikes out Clause (8)(a) and substitutes the following:

“a) the change in *major occupancy* is to a single *suite* of not more than 100 m<sup>2</sup>, and the work does not exceed 5% of the *building area*, or ”.

29. In Book I, Division B, Sentence 11.2.1.2.(9), in Table 11.2.1.2.-A, Council:

(a) strikes out the title and substitutes the following:

**“Table 11.2.1.2.-A  
Maximum Aggregate Suite Area  
Forming part of Sentence 11.2.1.2.(9)”;** and

(b) strikes out note (2) and substitutes “(2) Except as *acceptable* to the *Chief Building Official*”.

30. In Book I, Division B, Sentence 11.2.1.3.(3), in Table 11.2.1.3., Council strikes out the title and substitutes the following:

“

**Table 11.2.1.3.**  
**Sprinkler Installation Determination Where**  
**Dwelling Units are Added**  
 Forming part of Sentences 11.2.1.3.(1),(2), and (3)

”.

31. In Book I, Division B, Sentence 11.2.1.4.(1), in Table 11.2.1.4.(1)-A, Council strikes out notes (5) and (6) and substitutes the following:

“(5) All existing wood frame walls to be anchored to existing concrete foundation walls for seismic resistance.

(6) Aggregate increase in floor area less than 25% of the building area (see flow chart #3 of Note A-11.2.1.2).”.

32. In Book I, Division B, Sentence 11.2.1.4.(1), in Table 11.2.1.4.(1)-B, Council strikes out note (7) and substitutes the following:

“(7) Aggregate increase in floor area less than 25% of the building area (see flow chart #3 of Note A-11.2.1.2).”.

33. In Book I, Division B, Sentence 11.2.1.4.(1), in Table 11.2.1.4.(1)-C, Council strikes out note (6) and substitutes the following:

“(6) Aggregate increase in floor area less than 25% of the building area (see flow chart #3 of Note A-11.2.1.2).”.

34. In Book I, Division B, Sentence 11.2.1.4.(2), Council strikes out Table 11.2.1.4. and substitutes the following:

**“Table 11.2.1.4.(2)**  
**Energy Efficiency Upgrade Requirements for Residential Buildings containing not**  
**more than Two Principal Dwelling Units**  
 Forming part of Sentence 11.2.1.4.(2)

	<b>EnerGuide Assessment<sup>(1)</sup></b>	<b>Air tightness upgrades<sup>(2)</sup></b>	<b>Attic and Sloped Roof Insulation<sup>(3)</sup></b>	<b>Electric Space and Hot Water Heating</b>
<b>Alteration construction (\$) value</b>				
\$0.00 to \$19,999	N	N	N	N
\$20,000 to \$74,999	Y	N	N	N
\$75,000 to \$249,999	Y <sup>(1)</sup>	Y	Y	N
≥\$250,000	Y <sup>(1)</sup>	Y	Y	Y
<b>Scope of Work</b>				
Strata Property Conversion <sup>(4)</sup>	Y	Y	Y	Y
Relocation	Y	Y	Y	N

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**Notes to Table 11.2.1.4.(2):**

- (1) An EnerGuide Assessment completed within the last 4 years must be submitted, a post-construction assessment must also be completed where the cost of construction exceeds \$75,000.
- (2) Where EGH>5 air changes per hour, air sealing is required.
- (3) Where attic insulation <R12 (2.11RSI), increase to R28 (4.93RSI); where attic insulation ≥R12 (2.11RSI), increase to R40 (7.04RSI); Insulation in existing attics shall not exceed R43.7 (7.7RSI). All flat roof and cathedral ceiling insulation shall be upgraded to ≥R14 (2.47RSI).
- (4) An *existing building* or parcel converted into 2 or more strata lots.”.

35. In Book I, Division B, Article 11.7.1.3., in Sentence (1), Council strikes out “11.7.1.6.” and substitutes “11.7.1.5.”.

36. In Book I, Division B, Article 11.7.1.5., in Sentence (1), after the words “Except as otherwise required”, Council inserts “by Sentence 11.7.1.1.(7), Table 11.2.1.4.(2), or”.

37. In Book I, Division B, Note A-11.2.1.2., in the second bullet under the subheading “SMALL SUITE” under the heading “REHABILITATION PROJECT TYPE (Flow Chart No. 1)”, Council strikes out “Article 3.1.17.1.(1)(c)” and substitutes “Clause 3.1.17.1.(1)(c)”.

38. In Book I, Division B, Note A-11.2.1.2., in the text under the subheading “Restricted Change of Major Occupancy” under the heading “CHANGE OF MAJOR OCCUPANCY CLASSIFICATION PROJECTS (Flow Chart No. 2)”, Council strikes out “Article 11.2.1.2.(10)” and substitutes “Clause 11.2.1.2.(9)(c)”.

39. In Book I, Division B, Note A-11.2.1.2, in note (1) to Flow Chart No.2, Council strikes out “Article 11.2.1.2.(9) and note” and substitutes “Sentence 11.2.1.2.(9) and Note”.

40. In Book I, Division B, in Note A-11.2.1.2.(9), Council:

- (a) strikes out “Article 11.2.1.2.(9)”, and substitutes “Sentence 11.2.1.2.(9)”; and
- (b) strikes out “table A-11.2.1.2.-B and substitutes “Table A-11.2.1.2.-B”.

41. In Book I, Division B, in Note A-11.6.3.2.(2), Council strikes out the following:

“Fixed term housing or shelters may be consist of temporarily repurposed buildings, or may be constructed as modular factory built structures in accordance with CSA Z240 MH to the extent permitted by Division A (See also note A-1.1.1.1.(3) of Division A) or other regulatory requirements.

The requirements of Sentence 11.6.3.2.(2) and Division C Article 1.6.8.1.(1) require that the term of occupancy be limited. This reflects the potential risk that the form of construction may not be appropriate for permanent use, either as a consequence of the inability to maintain the building due to ongoing use, or due to reduced durability. However, this term may be extended once by the Chief Building Official in accordance with Article 1.6.8.8., provided that it can be shown that the building will be able to support extended use.”,

and substitutes:

“Fixed term housing or shelters may be consist of temporarily repurposed buildings, or may be constructed as modular factory built structures in accordance with CSA Z240 MH to the extent permitted by Division A (See also Note A-1.1.1.1.(3) of Division A) or other regulatory requirements.

The requirements of Sentence 11.6.3.2.(2) and Division C Sentence 1.6.8.1.(1) require that the term of occupancy be limited. This reflects the potential risk that the form of construction may not be appropriate for permanent use, either as a consequence of the inability to maintain the building due to ongoing use, or due to reduced durability. However, this term may be extended once by the *Chief Building Official* in accordance with Article 1.6.8.8., provided that it can be shown that the building will be able to support extended use.”.

42. In Book II, Division A, Sentence 1.4.1.2.(1), Council adds in correct alphabetical order the following definitions:

- (a) “**Riser** means a water distribution pipe that extends through at least one full storey.”; and
- (b) “**Press-Connect** means a permanent mechanical joint incorporating an elastomeric seal or an elastomeric seal and corrosion resistant grip ring, with the joint made with a pressing tool and jaw or ring that complies with the manufacturer’s installation instructions.”.

43. In Book II, Division B, Table 1.3.1.2., Council adds, in correct alphabetical order, the following new rows:

(a)

“

ASME	B16.51-2021	Copper and Copper Alloy Press-Connect Pressure Fittings	2.2.7.8.(1)
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”.

(b)

“

ASTM	F3226/F3226M-19	Standard Specification for Metallic Press-Connect Fittings for Piping and Tubing Systems	2.2.7.8.(1)
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”.

(c)

“

CoV		Standards of Maintenance By-law <sup>(4)</sup>	A-2.4.2.4.(2)
-----	--	--	---------------

”.

(d)

“

CoV		Street and Traffic By-law <sup>(4)</sup>	A-2.4.2.4.(2)
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”, and

(e)

“

IAPMO/ANSI/CAN	Z1117-2022	Press Connections	2.2.7.8.(1)
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”

44. In Book II, Division B, Table 1.3.1.2., Council strikes out the By-law reference for the “IAPMO Water Demand Calculator” and substitutes:

“2.6.3.1.(2)  
2.6.3.2.(5)  
2.6.3.4.(2)  
2.7.6.2.(2)”

45. In Book II, Division B, Subsection 2.2.7., Council:

- (a) renumbers Article 2.2.7.8. as Article 2.2.7.9.; and
- (b) adds a new Article 2.2.7.8. as follows:

**“2.2.7.8. Press-Connect Water Fittings**

- 1)** *Press-Connect* fittings for *water distribution systems* shall conform to
- a) ASME B16.51 "Copper and Copper Alloy Press-Connect Pressure Fittings,"
  - b) ASTM F3226 "Standard Specification for Metallic Press-Connect Fittings for Piping and Tubing Systems," or
  - c) IAPMO/ANSI/CAN Z1117 "Press Connections." ”.

46. In Book II, Division B, Council strikes out Article 2.4.2.4. and substitutes:

**“2.4.2.4. Connections to Storm Drainage Systems**

**1)** Except as provided in Sentence (2), *building* and site drainage shall connect to a *storm drainage system*.

- 2)** *Building* and site drainage need not connect to a *storm drainage system* if
- a) on-site rainwater or *storm water* management practices are employed and overflow is connected to a *storm drainage system*, and
  - b) rainwater or *storm water* does not create a hazardous condition or discharge upon or impact other lands or sites. (See Note A-2.4.2.4.(2).) ”.

47. In Book II, Division B, Council strikes out Sentence 2.6.3.1.(2) and substitutes:

**“2)** *Potable water systems* shall be designed, fabricated and installed in accordance with good engineering practice, such as that described in the ASHRAE Handbooks and ASPE Data Books, and for *dwelling units*, may be sized using the IAPMO Water Demand Calculator. (See Note A-2.6.3.1.(2).) ”.

48. In Book II, Division B, Article 2.6.3.2., Council adds the following new Sentence in the correct numerical order:  
“**5**) Notwithstanding the provisions of Sentences (1) through (4), the determination of hydraulic load is not a requirement for *water distribution systems* in *dwelling units* that have been designed in accordance with the IAPMO Water Demand Calculator.”.
49. In Book II, Division B, Article 2.6.3.4., Council strikes out Sentence (2) and substitutes:  
“**2**) *Water distribution systems* shall be sized in conformance with Table 2.6.3.2.-A, except for *water distribution systems* in *dwelling units*, which shall be sized either in conformance with Table 2.6.3.2.-A or in accordance with the IAPMO Water Demand Calculator.
50. In Book II, Division B, Table 2.8.1.1., Council:
- (a) strikes out “2.2.7.8. Lead Waste Pipe and Fittings” and substitutes “2.2.7.9. Lead Waste Pipe and Fittings”; and
  - (b) adds above the row “2.2.7.9. Lead Waste Pipe and Fittings”, two new rows:  
  
**“2.2.7.8. Press-Connect Water Fittings**  
  
(1) [F20-OP5]”
51. In Book II, Division C, Sentence 1.5.2.10., Council strikes out “plumbing system” and substitutes “*plumbing system*”.
52. In Book II, Division C, Clause 2.2.2.1.(2)(c), Council strikes out “Part 3 or Part 9” and substitutes “Part 3 or Part 9 of Division B of Book I (General) of this By-law”.
53. In Book II, Division C, Sentence 2.2.3.3.(1), Council strikes out “permit” and substitutes “*permit*”.
54. In Book II, Division C, Clauses 2.2.3.4.(1)(a) and (b), Council strikes out “size” wherever it appears and substitutes “*size*”.
55. In Book II, Division C, Clause 2.2.7.1.(1)(a), Council strikes out “Part 3 of Division B” and substitutes “Part 3 of Division B of Book I (General) of this By-law”.
56. In Book II, Division C, Sentence 2.2.7.1.(1), Council strikes out “Part 9 of Division B” wherever it appears and substitutes “Part 9 of Division B of Book I (General) of this By-law”.
57. In Book II, Division C, Clause 2.2.7.1.(1)(b), Council strikes out “Article 1.3.3.4. of Division A” and substitutes “Article 1.3.3.4. of Division A of Book I (General) of this By-law”.
58. In Book II, Division C, Clause 2.2.9.1.(1)(a), Council strikes out “(See A-11.2.1.2. of Div C)” and substitutes “(See Note A-11.2.1.2. of Division B of Book I (General) of this By-law.)”.
59. In Book II, Division B, in the Notes to Part 2, Council adds in correct numeric order the following new note:



**“Note A-2.4.2.4.(2). Water Flow and Hazardous Conditions.** Refer to the *Street and Traffic By-law* and *Standards of Maintenance By-law* for restrictions on water flow to streets, sidewalks, driveways, stairways and landings, and for prohibitions on ponding or entrance of water into a *building*.”.

60. In Book I and II, Division C, Article 1.6.2.7., Council inserts the following new Sentence:

**“2)** Where fees have been submitted to the *City* as part of an application for an alternative solution or an *operating permit*, and the *Chief Building Official* approves, the Director of Finance may refund a portion of the fees related to the application, after deduction of the administrative fee set out in the Schedule of Fees at the end of this Part.”.

61. In Books I and II, Division C, in the Schedule of Fees, Council:

- (a) in “Part A – Building”, in Section 1, strikes out subsection (f);
- (b) in “Part A – Building”, in Section 2, adds the following new subsection in correct alphabetical order:

“(r) For each refund issued pursuant to Sentence 1.6.2.7.(2) of Book I, Division C, and Book II, Division C the administrative fee to be deducted.....\$90.10”;  
and

- (c) strikes out the part titled “Part D – Mechanical Permits”, and substitutes the following:

“

#### **PART D – MECHANICAL PERMITS**

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

For a MECHANICAL PERMIT for a single private residential deck,  
patio, or balcony, in a DWELLING UNIT

\$225.00

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

”.

62. In Book I, Division B, Table T-10.4.1.1., at the end of the table, Council adds the following:

“

<b>10.4.1.2. Low Carbon Materials and Construction</b>	
(1)	[F101-OE2.2]

”

63. 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.

64. This by-law is to come into force and take effect on the date of its enactment except that section 62 will come into force and take effect on July 1, 2023, immediately after the enactment of By-law #13345.

ENACTED by Council this                      day of                      , 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting City Clerk

**EXPLANATION**

**A By-law to amend the Electrical By-law No. 5563  
Regarding Alignment with Changes in the Provincial Electrical Safety Regulations  
and Miscellaneous Amendments**

The attached By-law will implement Council's resolution of February 14, 2023 to amend the Electrical By-law regarding alignment with changes in the Provincial Electrical Safety Regulations and miscellaneous amendments.

Director of Legal Services  
March 7, 2023

**BY-LAW NO. \_\_\_\_**

**A By-law to amend the Electrical By-law No. 5563  
Regarding Alignment with Changes in the Provincial Electrical Safety Regulations  
and Miscellaneous Amendments**

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

1. This by-law amends the indicated provisions and Schedule of Electrical By-law No. 5563.
2. In section 7.1, Council strikes out the words “Canadian Electrical Code, Part I, 24<sup>th</sup> Edition, Safety Standard for Electrical Installations, Canadian Standards Association Standard C22.1-2018”, and substitutes “Canadian Electrical Code, Part I, 25<sup>th</sup> Edition, Safety Standard for Electrical Installations, Canadian Standards Association Standard C22.1:21”.
3. In section 7.3.5, Council strikes out subsection (b) and substitutes the following:

“(b) notwithstanding subsection (a), in a new residential building, a combination panelboard must be provided with a combination subpanel installed in any smaller dwelling unit within a principal dwelling unit;”.
4. Council strikes out section 7.3.7 and substitutes the following:

“7.3.7 Electric Vehicle Charging

Where required by the Building By-law or the Parking By-law, or both, an owner shall comply with the requirements governing electric vehicle charging in that By-law, except where in the opinion of the City Electrician such compliance creates an electrical safety hazard.”.
5. 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.
6. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2023

\_\_\_\_\_  
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 April 12, 2022, Council gave conditional approval to the rezoning of the site at 2406-2484 Renfrew 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  
March 7, 2023

2406-2484 Renfrew Street

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

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

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (846).

**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 (846) 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) Live-Work Use;
- (e) Office Uses;
- (f) Retail Uses;
- (g) Service Uses;
- (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 facing Broadway 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) display of flowers, plants, fruits and vegetables in combination with a permitted use;
- (b) farmers' market;
- (c) neighbourhood public house;
- (d) public bike share; and
- (e) restaurant.

5.5 The Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions that the Director of Planning considers 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 3,276.23 m<sup>2</sup>, 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 4.10.

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
  - (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 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;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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



## **Building Height**

7.1 Building height, measured from base surface to top of parapet, must not exceed 48.6 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 52.2 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 rooftop 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 the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and the minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in section 8.2 means:

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

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

- (a) a bathroom; or

- (b) a kitchen whose floor area is the lesser of:
- (i) 10% or less of the total floor area of the dwelling unit; or
  - (ii) 9.3 m<sup>2</sup>.

### **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.

<b>Portions of dwelling units</b>	<b>Noise levels (Decibels)</b>
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      , 2023

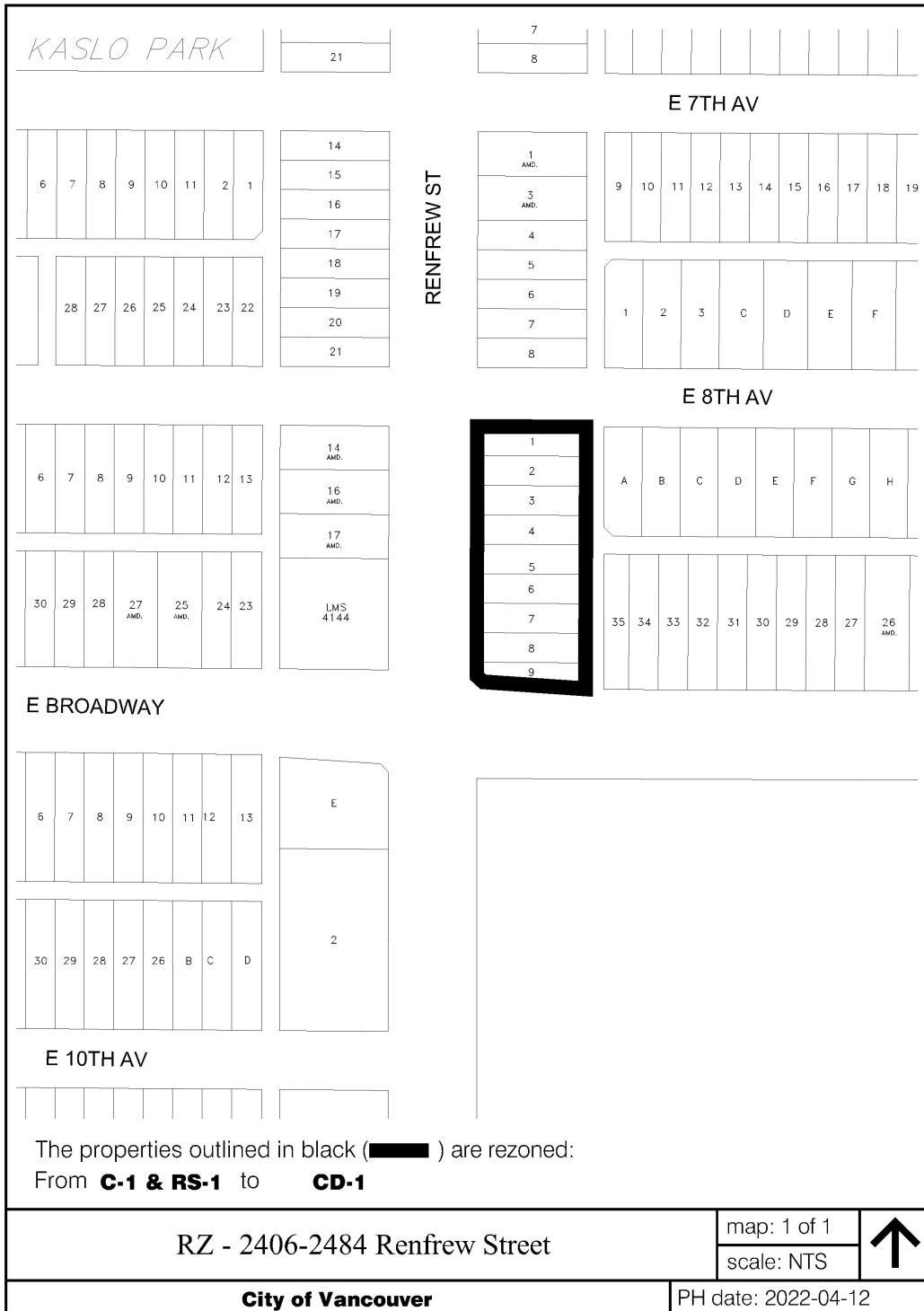
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Mayor

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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 Hearing on July 7, 2022, Council gave conditional approval to the rezoning of the site at 131-163 West 49th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
March 7, 2023

131-163 West 49th Avenue

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

1. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan 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 (847).

**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 (847) 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) Utility and Communication Uses; and
- (h) Accessory Uses customarily ancillary to the uses permitted in this section.

## **Conditions of Use**

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

- (a) be suitable for family housing; and
- (b) include two or more bedrooms, of which:
  - (i) at least 25% of the total dwelling units must be two-bedroom units; and
  - (ii) at least 10% of the total dwelling units must be three-bedroom units.

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

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

- (a) display of flowers, plants, fruits and vegetables in combination with a permitted use;
- (b) farmers' market;
- (c) neighbourhood public house;
- (d) public bike share; and
- (e) restaurant.

4.4 The Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

## **Floor Area and Density**

5.1 Computation of floor area must assume that the site area is 2,868 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 2.5.

5.3 The total floor area for office uses must not be less than 1,000 m<sup>2</sup>.

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

5.5 Computation of floor area must exclude:

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

- (i) the total area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses; and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

### **Building Height**

- 6.1 Building height, measured from base surface, must not exceed 17.7 m.
- 6.2 Despite section 6.1 of this by-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits common indoor rooftop amenity space and mechanical room and appurtenances, the height of the portion of the building used for the common amenity space, mechanical room and appurtenances, elevator overrun and rooftop access structures, must not exceed 21.3 m.

### **Horizontal Angle of Daylight**

- 7.1 Each habitable room must have at least one window on an exterior wall of a building.
- 7.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.
- 7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if:
  - (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and

(b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

(a) any part of the same building excluding permitted projections; or

(b) the largest building permitted under the zoning on any adjoining site.

7.6 A habitable room referred to in section 7.1 does not include:

(a) a bathroom; or

(b) a kitchen whose floor area is the lesser of:

(i) 10% or less of the total floor area of the dwelling unit; or

(ii) 9.3 m<sup>2</sup>.

### **Acoustics**

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

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

### **Severability**

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

### **Force and Effect**

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

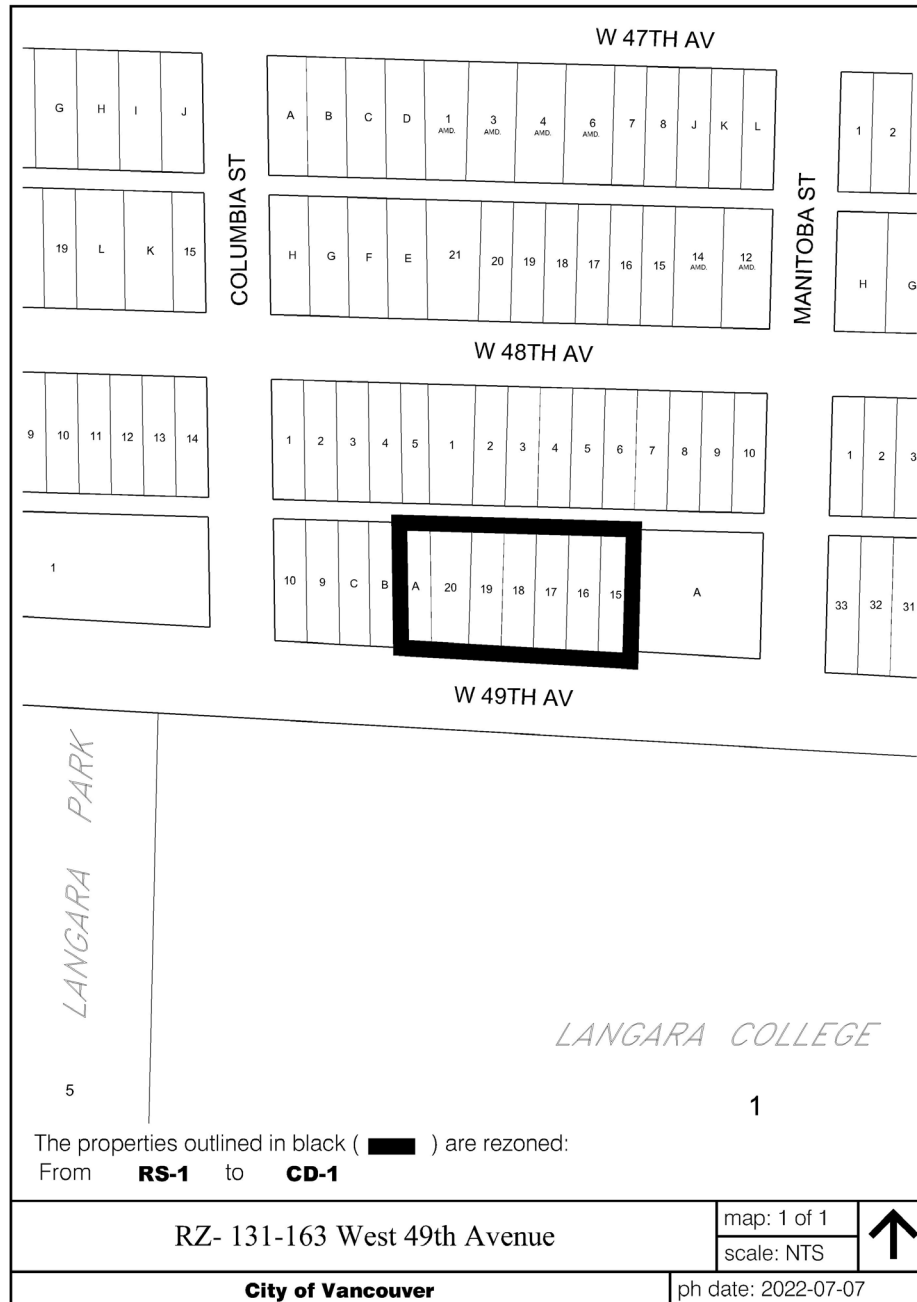
ENACTED by Council this      day of      , 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting City Clerk



**Schedule A**



**EXPLANATION****A By-law to amend  
CD-1 (66) By-law No. 4539**

Following the Public Hearing on January 25, 2022, Council resolved to amend CD-1 (66) for 622-688 Southwest Marine Drive to permit a mixed-use development. 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  
March 7, 2023

622-688 Southwest Marine Drive

**BY-LAW NO. \_\_\_\_**

**A By-law to amend  
CD-1 (66) By-law No. 4539**

1. This by-law amends the indicated provisions of By-law No. 4539.
2. In section 2, Council strikes out “and the only uses permitted within the said area and the only uses for which development permits will be issued are a bank, restaurant (excluding drive-in with or without car service or take out food service), professional offices; recording studio, industrial laboratory, retail. stores including a drug store, marine accessory distributor and sales, subject to such conditions as Council by resolution may prescribe,” and substitutes “.”.
3. Council renumbers section 3 as section 10, and adds new sections 3 to 9 as follows:

**“Definitions**

3. Words in this by-law have the meaning given to them in the Zoning and Development By-law, except that:
  - (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this by-law, “Dwelling Unit Area” is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.5 of this by-law; and
  - (b) “Below Market Rental Housing Units” means dwelling units where the rents are set at rates no higher than the shelter component of income assistance, below Housing Income Limit (HILs) levels, or within a prescribed amount at, above or below city-wide CMHC average rents, all 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 (66) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:
  - (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;
  - (b) Cultural and Recreational Uses;
  - (c) Institutional Uses;

- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Uses customarily ancillary to the uses permitted in this section.

### **Conditions of Use**

- 5.1 A minimum of 20% of the total dwelling unit area must be below market rental housing units.
- 5.2 The design and layout of at least 35% of the total number of below market rental housing 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 facing Southwest Marine Drive 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) display of flowers, plants, fruits and vegetables in combination with a permitted use;
  - (b) farmers' market;
  - (c) neighbourhood public house;
  - (d) public bike share; and
  - (e) restaurant.
- 5.5 The Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions that the Director of Planning considers 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 6,174 m<sup>2</sup>, 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 6.84.
- 6.3 The total floor area for commercial uses must be a minimum of 1,550 m<sup>2</sup>.
- 6.4 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.
- 6.5 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 these exclusions must not exceed 12% of the floor area being provided for dwelling uses; and
    - (ii) the balconies must not be enclosed for the life of the building, except that enclosed balconies may be permitted for units directly fronting onto Marine Drive within the lower six storeys of the building, provided the Director of Planning first approves the design of any such feature.
  - (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
  - (c) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.
- 6.6 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses.
- 6.7 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 below market rental housing units as storage area.

## **Building Height**

- 7.1 Building height, measured from base surface, must not exceed 96.2 m.
- 7.2 Despite section 7.1 of this by-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits common indoor rooftop amenity space, the height of the portion of the building used for the common indoor amenity space must not exceed 100.5 m.
- 7.3 Despite the provisions of section 7.1 of this by-law and section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms, mechanical screens, mechanical rooms or similar features, if the Director of Planning first considers:
- (a) their siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
  - (b) all applicable policies and guidelines adopted by Council,
- except that the Director of Planning must not permit any structure above a maximum height of 104.5 m.

## **Horizontal Angle of Daylight**

- 8.1 Each habitable room must have at least one window on an exterior wall of a building.
- 8.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.
- 8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:
- (a) the minimum distance of unobstructed view is not less than 3.7 m; or
  - (b) the habitable room is within a unit assigned to moderate income households containing a minimum of three bedrooms, where the horizontal angle of daylight requirement is relaxed for no greater than one of the habitable rooms in the unit.
- 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 m<sup>2</sup>.

### **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**

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.

### **Force and effect**

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

ENACTED by Council this      day of      , 2023

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Mayor

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Acting City Clerk

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 601 Beach Crescent**

After a public hearing on September 17 and 30, 2020, Council approved in principle the land owner's application to rezone the above noted property from CD-1 (366) to a new CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
March 7, 2023



**BY-LAW NO.**

## A By-law to enact a Housing Agreement for 601 Beach Crescent

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:

EPP119438

Lot 1 False Creek Group 1 New Westminster District Plan  
EPP119438

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                      , 2023

Mayor

Acting City Clerk



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Majic Greenwood, McCarthy Tétrault LLP**  
**2400-745 Thurlow Street**  
**Vancouver BC V6E 0C5**  
**604-643-5941**

227881/559804

Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number      Legal Description

**EPP119438      LOT 1 FALSE CREEK GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP119438**

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Agreement</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**PINNACLE INTERNATIONAL LANDS INC., NO.BC0890897**

6. Transferee(s)

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

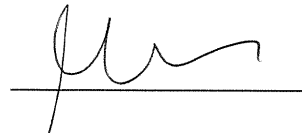
7. Additional or Modified Terms



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

  
**AIDAN CAMERON**  
Barrister & Solicitor  
**McCarthy Tétrault LLP**  
SUITE 2400 - 745 THURLOW STREET  
VANCOUVER, B.C. V6E 0C5  
DIRECT 604-643-5894

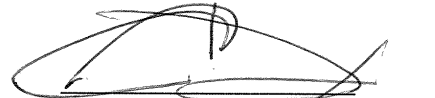
Execution Date

YYYY-MM-DD  
2023-02-16

Transferor / Transferee / Party Signature(s)

**PINNACLE INTERNATIONAL LANDS  
INC.**

By their Authorized Signatory

  
Print Name: Michael De Cotiis

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.

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**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.



Land Title Act

## Charge

General Instrument – Part 1

### Electronic Signature

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

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

WHEREAS:

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

- (i) the Transferor, PINNACLE INTERNATIONAL LANDS INC., 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 owner of the Lands;

C. The Owner made an application to rezone the Lands from CD-1 (366) to a new CD-1 (Comprehensive Development) District to permit construction of a 55-storey residential mixed-use building, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

*"2.19. Make arrangements to the satisfaction of the Director of Legal Services and the General Manager of Arts, Culture and Community Services, to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:*

- (a) A no separate sales covenant;*
- (b) A no stratification covenant;*
- (c) A provision that none of such units will be rented for less than one month at a time;*
- (d) A requirement that all units comply with the definition of "social housing" in the applicable DCL By-law; and*
- (e) 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 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

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

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) “**Agreement**” means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) “**Approving Officer**” means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;
- (c) “**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 submitted to the Land Title Office;
- (g) “**Development**” means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (h) “**Development Permit**” means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (i) “**Director of Legal Services**” means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) “**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;

- (k) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (l) **"Housing Income Limit"** or **"HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **"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;
- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"New Building"** means 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;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (r) **"Owner"** means the Transferor, PINNACLE INTERNATIONAL LANDS INC., and any successors in title to the Lands or a portion of the Lands;
- (s) **"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 arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;

- (t) **"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;
- (u) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (v) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (w) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least 30% of the Dwelling Units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
  - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (x) **"Social Housing Air Space Parcel"** means the air space parcel that will, following the Subdivision, contain all of the Social Housing Units;
- (y) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (z) **"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;
- (aa) **"Subdivision"** means the subdivision of the Lands by the deposit of an air space subdivision plan to enable all of the Social Housing Units to be contained within the Social Housing Air Space Parcel;
- (bb) **"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; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (cc) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, as may be amended or replaced from time to time.



1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this “Agreement” and the words “hereof” “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulation.
- (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 (but will not be required to furnish) within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the “**Social Housing Units**”), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term, the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:
  - (i) occupied only by households with incomes below the then current applicable HIL; and
  - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless (other than by way of mortgage, covenant, right of way or easement):
  - (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) subject to Section 7.1, throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the

Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month at a time;
- (j) after the issuance of the initial Occupancy Permit and thereafter throughout the remainder of the Term, all of the Social Housing Units will be owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of the New Building (except for the Social Housing Units) and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the New Building (except for the Social Housing Units, until such time as:
    - A. the Owner is able to apply for an Occupancy Permit for the Social Housing Units; and
    - B. the Owner has subdivided the Lands to create, *inter alia*, the Social Housing Air Space Parcel pursuant to the terms of this Agreement;
- (b) the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:

- (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
    - (ii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and
  - (c) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

#### **ARTICLE 4 RECORD KEEPING**

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

#### **ARTICLE 5 ENFORCEMENT**

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

#### **ARTICLE 6 RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
    - (i) by reason of the City or City Personnel:
      - A. withholding any permit pursuant to this Agreement; or

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

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

except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or the City Personnel.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 9.1) and integral parts of the Section 219 covenants granted in this Agreement.

#### 6.2 Conduct of Proceedings.

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

- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

## ARTICLE 7 SUBDIVISION OF THE LANDS

- 7.1 Subdivision of the Lands: Notwithstanding Section 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 the Subdivision to enable, *inter alia*, all of the Social Housing Units to be contained within the Social Housing Air Space Parcel; and
- (b) following the Subdivision and the issuance of an Occupancy Permit for the Social Housing Air Space Parcel, the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the Social Housing Air Space Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Social Housing Units or in respect of the Social Housing Air Space Parcel pursuant to this Agreement;

- (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of the any such discharge will be without cost to the City.

#### ARTICLE 8 NOTICES

8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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:

Pinnacle International Lands Inc.  
300 - 911 Homer Street  
Vancouver, British Columbia V6B 2W6

Attention: President

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 Lands or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 9  
MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.

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

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

END OF DOCUMENT