

EXPLANATION

A By-law to amend License By-law No. 4450

Enactment of the attached by-law will implement Council's resolutions on May 10, 2023 to amend the License By-law regarding streamlining business types and other miscellaneous amendments, to come into force and take effect on April 1, 2024.

Director of Legal Services
June 13, 2023

BY-LAW NO. ____

**A By-law to amend License By-law No. 4450
regarding streamlining business types and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions of License By-law No. 4450.
2. In the title page of the by-law, Council strikes out “**LICENSE BY-LAW NO. 4450**” and substitutes “**LICENCE BY-LAW NO. 4450**”.
3. Council strikes out “license” wherever the word “license” is as a noun and substitutes “licence”.
4. Council strikes out “Chief License Inspector” wherever it appears and substitutes “Chief Licence Inspector”.
5. Council strikes out “this By-law” wherever it appears and substitutes “this by-law”.
6. Council strikes out section 2 and substitutes a new section 2 as set out in Appendix A attached to this by-law.
7. Council strikes out section 3 and substitutes a new section 3 as set out in Appendix B attached to this by-law.
8. Council strikes out sections 7.1, 7.2, 7.3 and 7.4 and section 8, including the heading, and substitutes the following:
 - “8. Every person who requires any one or more of the following must pay to the City a fee set out in Schedule B to this By-law:
 - (a) a copy of a licence;
 - (b) a change of business name or business trade name under a license;
 - (c) a change of business address under a license;
 - (d) a change of business license category.”.
9. Council strikes out section 9.
10. Council renumbers section 9A.1 as section 9.
11. Council strikes out the heading for section 9 and substitutes:

**“COMMENTS UNDER LIQUOR CONTROL AND LICENSING ACT
AND CANNABIS CONTROL AND LICENSING ACT”.**
12. Council renumbers sections 9A.2(1) through 9A.2(4) as sections 9(5) through 9(8),

respectively.

13. Council renumbers sections 10.3.1A, 10.4 and 10.5 as sections 10.4, 10.5 and 10.6, respectively.

14. Council renumbers sections 10.1 and 10.2 as sections 10.2 and 10.1, respectively.

15. In sections 10.1 and 10.2, including the heading of section 10.2, Council strikes out "Adult Entertainment" wherever it appears and substitutes "Adult Retail".

16. In section 10.5, Council:

- (a) strikes out section 10.5(1);
- (b) renumbers sections 10.5(2) through 10.5(13) as sections 10.5(1) through 10.5(12), respectively; and
- (c) in section 10.5(11), strikes out "subsections (10) and (11)" and substitutes "subsections (9) and (10)".

17. In section 10.6, Council:

(a) strikes out the heading "**AUTO PARKING LOTS**", and substitutes "**AUTO PARKING LOTS, AUTO PARKING LOTS SMALL, AND AUTO PARKING LOTS WITH CHARGING**"; and

(b) strikes out sections 10.6(1) through 10.6(4) and substitutes the following:

"(1) It shall be a condition of the granting of a license to any person to carry on the business of an Auto Parking Lot, Auto Parking Lot Small, and Auto Parking Lot with Charging that one sign shall be posted at each entrance to the parking lot and one sign at each exit of such parking lot, stating in wording clearly legible by day or night, the circumstances under which a vehicle may be removed from the lot and the address of the place at which it may be reclaimed.

(2) Except as hereinafter provided, no person shall cause any motor vehicle to be removed from a parking lot without the authority of the owner of the vehicle.

(3) Subject to the regulations hereinafter provided, an owner, occupier or operator of an Auto Parking Lot Auto Parking Lot Small, or Auto Parking Lot with Charging business, or a duly authorized agent of such owner, occupier or operator, may cause a motor vehicle to be removed from a commercial parking lot if:

(a) there is no contract or permission to park in respect of such vehicle; or

(b) the vehicle constitutes a hazard or an obstruction to the free and normal use of the parking lot; or

- (c) more than twelve hours have elapsed since the expiration time indicated on the ticket purchased to authorize such parking; or
 - (d) the motor vehicle is parked in a space designated, by way of the international symbol of access, for disabled persons parking only and such motor vehicle does not bear a disabled persons parking placard.
- (4) Notwithstanding subsection (3) of this section, where the fee at any parking lot is collected by an approved parking ticket machine, the owner, occupier or operator may cause a motor vehicle to be removed when such vehicle remains parked more than two hours after the expiration time indicated by the ticket.”.

18. Council renumbers sections 11.4, 11.5 and 11.6 as sections 11.5, 11.6 and 11.7, respectively.

19. Council strikes out section 12.2.

20. Council renumbers section 11.3 as section 12.2.

21. Council renumbers section 11.2 as section 11.3, and adds a new section 11.2 as follows:

“BANK MACHINE

- 11.2 (1) No person owning or occupying any building or premises shall keep or permit to be kept therein or thereon any bank machine unless such machine is licensed under the provisions of this by-law.
- (2) No owner or occupier of any premises shall permit the number of bank machines owned or kept upon the premises to be increased without first notifying the Inspector in writing of the increase in number.”.

22. Council strikes out section 11.3 and substitutes the following:

“BARBER SHOP OR BEAUTY SALON

- 11.3 A person carrying on the business or trade of a barber shop or beauty salon must only do so on premises licensed for such purposes, except that this section shall not apply where it can be shown that the customer was unable to attend at the licensed premises by reason of age, illness or infirmity.”.

23. Council renumbers section 23.4 as section 11.4.

24. Council strikes out section 11.5 and substitutes the following:

“BILLIARD HALL

- 11.5 No person carrying on the business of a billiard hall shall permit any person to play on the billiard or pool table between the hours of 1:00 a.m. and 6:00 a.m.”.

25. In section 11.6, Council:
- (a) strikes out section 11.6(2); and
 - (b) renumbers sections 11.6(3) through 11.6(10) as sections 11.6(2) through 11.6(9), respectively.

26. Council strikes out section 12.1 and substitutes the following:

“CONSTRUCTION

12.1 A person must not attend at any residential premises for the purposes of soliciting business connected with home repairs or alterations, unless invited to do so by the owner or occupier of the residential premises.”.

27. In section 13, Council:

- (a) renumbers sections 13.1 and 13.2 as sections 13.2 and 13.1, respectively;
- (b) in section 13.1(1), strikes out “Except as provided in subsection 14 of this section no person” and substitutes “No person”;
- (c) strikes out sections 13.3(4) and 13.3(6);
- (d) renumbers sections 13.3(5) as section 13.3(4); and
- (e) in section 13.4,
 - (i) in subsection (4)(vi), adds “subclause” after “identified under”,
 - (ii) in subsection (7)(d), adds “subsection” after “submitted under”,
 - (iii) strikes out “**DOGS**”; and
 - (iv) strikes out “DELETED”.

28. In section 14.2(9), Council strikes out “in this section 14.1” and substitutes “in this section”.

29. In section 15, Council:

- (a) renumbers section 15.1 as section 15.1(1);
- (b) renumbers section 15.2 as section 15.1(2);
- (c) renumbers 15.5 as section 15.2;
- (d) in section 15.2(2), strikes out “Section 15.5(1)” and substitutes “Subsection (1)”;
- (e) renumbers section 15.2(2)(c) as section 15.2(2)(b); and
- (f) strikes out section 15.3.

30. Council renumbers section 16.2A as section 16.3.

31. Council strikes out section 17.2.

32. Council:

- (a) renumbers sections 19.1, 19.2, 19.2A, 19.2B, and 19.3 as sections 21.1, 21.2, 21.3, 21.4 and 21.5, respectively;
- (b) renumbers section 20.1 as section 22.1;

- (c) renumbers section 21.1 as section 23.1;
- (d) renumbers section 22 as section 24;
- (e) renumbers sections 23.1, 23.2, and 23.3 as sections 25.2, 25.3, and 25.5, respectively;
- (f) renumbers section 24.1 as section 25.6;
- (g) renumbers sections 24.2, 24.3, and 24.4 as sections 27.1, 27.2, and 27.3, respectively;
- (h) renumbers sections 25.1, 25.1A, 25.2, 25.3, 25.4, 25.5, 25.5A, and 25.6 as sections 28.2, 28.3, 28.5, 28.6, 28.7, 28.8, 28.9, and 28.10, respectively;
- (i) renumbers sections 26.1, 26.2, 26.3, 26.4, and 26.5 as sections 29.1, 29.2, 29.3, 30.1, and 25.1, respectively;
- (j) renumbers sections 27.1, 27.1A, and 27.2 as sections 31.1, 31.2, and 31.3, respectively; and
- (k) renumbers sections 28, 29, 29A, 30, and 31 as sections 36, 37, 38, 39, and 40, respectively.

33. Council adds the following as sections 19 and 20:

“19. [Reserved]

20. [Reserved]”.

34. In section 21.1(1), Council strikes out “residential rental accommodation” and substitutes “long-term rentals”.

35. In section 21.3, Council:

- (a) in section 21.3(1)(e), strikes out “section 19.2A(1)(d)” and substitutes “clause (d);
- (b) in section 21.3(3)(b), strikes out “section 19.2A(3)(a)” and substitutes “clause (a)”;
- (c) in section 21.4(b), strikes out “subsection (a)” and substitutes “clause (a)”;
- (d) in section 21.3(8)(b), strikes out “subsection (a)” and substitutes “clause (a)”;
- (e) in section 21.3(8)(c), strikes out “subsection (a)” and substitutes “clause (a)”;
- (f) in section 21.3(10)(a), strikes out “subsection 8 or 9” and substitutes “subsection (8) or (9).”

36. Council adds a new section 22.2 as follows:

“MONEY SERVICES

22.2 No person carrying on money services shall charge different fees for the cashing of a cheque or negotiable instrument depending on the payor or payee thereof, and no person shall supplement, discount, or otherwise vary the uniform rate charged for such services.”.

37. Council strikes out “24. [Reserved]”.

38. Council renumbers:

- (a) section 15.4 as section 24.1;
- (b) section 15.6 as section 25.4;

- (c) section 15.9 as section 28.1;
 - (d) section 15.7 as section 28.4.
39. In section 25.3, Council:
- (a) in section 25.3(q), strikes out “subsection 23.3(p)” and substitutes “subsection (p)”;
 - (b) in section 25.3(x), strikes out “subsection 23.2(cc)(ii)” and substitutes “clause (cc)(ii)”;
 - (c) in section 25.3(y), strikes out “subsection 23.2(v)” and substitutes “subsection (v)”;
 - (d) in section 25.3(z), strikes out “subsection 23.2(x)(iii)” and substitutes “clause (x)(iii)”.
40. In section 25.4, Council:
- (a) in section 25.4(2), renumbers clauses (i) and (ii) as clauses (a) and (b), respectively;
 - (b) in section 25.4(3), strikes out “Subsection 15.6(1) and (2)” and substitutes “Subsections (1) and (2); and
 - (c) strikes out section 25.4(4).
41. In section 25.6 and section 28.2, Council:
- (a) strikes out “Short Term Rental Accommodation” wherever it appears, other than in the heading in section 28.2, and substitutes “short term rental accommodation”; and
 - (b) strikes out “Short Term Rental Accommodation Operator” wherever it appears and substitutes “short term rental accommodation operator”.
42. In section 25.6, Council strikes out “Short Term Rental Accommodations” wherever it appears, and substitutes “short term rental accommodations”.
43. Council adds a new section 26 as follows:
- “26. [Reserved]”.
44. Council strikes out section 27.1, including the heading, and renumbers sections 27.2 and 27.3 as sections 27.1 and 27.2, respectively.
45. In section 27.1, Council strikes out section 27.1(1) and renumbers sections 27.1(2) and 27.1(3) as sections 27.1(1) and 27.1(2), respectively.
46. In section 27.2(2), Council strikes out “transient dealer” and substitutes “transient trader”.
47. In section 28.1, Council:
- (a) in subsection 3(c)(i), strikes out “15 cents” and substitutes “25 cents”;
 - (b) in subsection 3(c)(ii), strikes out “\$1” and substitutes “\$2”;
 - (c) in subsection (6), strikes out “Subsections 15.9 (1) to (5)” and substitutes “Subsections (1) to (5)”;

- (d) in subsection (7), strikes out “Subsections 15.9 (3)(c), (4) and (5)” and substitutes “Subsections (3)(c), (4) and (5)”; and
 - (e) strikes out subsections (8), (9), and (10).
48. In section 28.2, Council:
- (a) strikes out “Market” wherever it appears and substitutes “market”; and
 - (b) in section 28.2(3), strikes out “Principal Residence Unit” and substitutes “principal residence unit”.
49. In section 28.3, Council strikes out the heading and substitutes the following:
- “SINGLE ROOM ACCOMMODATION OPERATORS”.**
50. In section 28.3(3)(c), Council strikes out “in accordance with (3)(a) or (3)(b), until the rent reaches \$500 per month and is governed by (2)”, and substitutes “in accordance with clauses (a) or (b), until the rent reaches \$500 per month and is governed by subsection (2)”.
51. In section 28.4, Council:
- (a) in section 28.4(1), renumbers clauses (i), (ii) and (iii) as clauses (a), (b) and (c), respectively; and
 - (b) in section 28.4(2), strikes out “Subsection 15.7 (1)” and substitutes “Subsection (1)”.
52. In section 28.6, Council strikes out “Social Escort Services” wherever it appears, including the heading, and substitutes “Social Escort Agency”.
53. Council strikes out section 28.9 and renumbers section 28.10 as 28.9.
54. In section 28.9, Council:
- (a) strikes out the heading “**STEAMBATH AND MASSAGE PARLOUR**” and substitutes “**STEAM BATH**”;
 - (b) strikes out “bath, steam bath or massage parlour” wherever they appear and substitutes “steam bath”; and
 - (c) in section 28.9(3), strikes out “PROVIDED” and substitutes “Provided”.
55. Council strikes out section 31.1, including the title, and renumbers 31.2 as 31.1.
56. Council strikes out section 31.3, including the title.
57. Council adds new sections 32, 33, 34 and 35 as follows:
- “32. [Reserved]
 - 33. [Reserved]
 - 34. [Reserved]
 - 35. [Reserved]”.

58. Council strikes out section 36 and substitutes the following:

“36. No person holding or required to hold a license for the carrying on of any trade, business or occupation under the provisions of any by-law of the City of Vancouver shall refuse to sell any goods or furnish any service, or supply any accommodation, to a person by reason only of such person’s Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age.”.

59. In section 37(5), Council strikes out “vending machine” and substitutes “bank machine”.

60. In section 38, Council renumbers subsections (2A) and (3) as subsections (3) and (4), respectively.

61. In section 39(5), Council:

- (a) strikes out “section 29A. (2A)” and substitutes “section 38(3); and
- (b) strikes out “sections 24.5, 25.1, or 25.3” and substitutes “sections 28.2 or 28.6”.

62. This by-law is to come into force and take effect on April 1, 2024.

ENACTED by Council this day of , 2023

Mayor

Acting City Clerk

APPENDIX A

DEFINITIONS

2. Whenever the following words occur in this by-law, they shall have the following meaning, unless a contrary intention appears or unless such meaning is inconsistent with the context:

Accessible Passenger Directed Vehicle has the same meaning as in the *Passenger Transportation Act*.

Accessible Straw means a single-use beverage straw made wholly from plastic derive from fossil fuels, such as polypropylene, that has a corrugated section that allows the straw to bend and maintain its position at various angles and is individually wrapped in paper.

Adult Motion Picture means a motion picture that comes within the definition of "Adult Motion Picture" contained in the *Motion Picture Act*.

Adult Oriented Services is a licence category that includes **Adult Retail Store** and **Adult Services**.

Adult Publication means any book, pamphlet, magazine or printed matter however produced which contains a visual image or representation of a person or portion of the human body depicting nudity, sexual conduct, or sadomasochistic behaviour.

Adult Retail Store means a business renting, selling or offering for rent or sale Graphic Sexual Material or Sex Paraphernalia.

Adult Services means a business providing services to and/or employing people 19 years of age or older only, including exotic dancer or stripper, Body-rub Parlour, Body-painting Studio, Model Studio, Social Escort, or Social Escort Agency.

Adult Theatre means a theatre used to display Adult Motion Pictures only.

Agriculture is a licence category that includes an **Urban Farm**.

Amusement Park means any premises where mechanical, electrical or other devices or exhibits, designed for the entertainment of the public, are permanently affixed.

Animal means a mammal, reptile, amphibian, or bird.

Animal Services means a business providing services related to the care and wellness of animals including **Veterinarian**.

Annual Rent Increase means an annual rent increase authorized pursuant to section 22 of the Residential Rental Regulation and the *Residential Tenancy Act*.

Antique Dealer means a person who carries on the business of retailing or wholesaling articles, except for alcohol, produced or crafted more than 50 years before the date of the retail or wholesale sale.

Apartment has the same meaning as in the Zoning and Development By-law.

Applicant means any person who makes an application for any license under the provisions of this by-law.

Approved Parking Ticket Machine means a machine in an Auto Parking, Auto Parking Small and Auto Parking with Charging parking lot that issues a ticket or receipt indicating the date and time of issuance, in exchange for a fee.

Arcade means any premises containing four or more machines on which mechanical, electrical, automatic or computerized games are played for amusement or entertainment and for which a coin or token must be inserted or a fee is charged for use, but does not include **Entertainment Centre**.

Architectural and Engineering Services means a business providing architectural, engineering, surveying, environmental design or similar services.

Artist means a person producing original work in craft, literary, media, performing or visual arts for commercial purposes, but does not include **Artist Studio** or **Photography, Production and Rehearsal Studio**.

Artist Agency means a business that acts as an agent on behalf of artists with regard to their profession, including booking agency, talent agency or model agency.

Artist Live-Work Studio means the use of premises for the production of dance, live music, moving or still photography, video, creative writing, painting, drawing, pottery, or sculpture, in combination with a Dwelling Unit.

Artist Studio means an Artist Studio - Class A, Artist Studio - Class B, and Artist Live-Work Studio, but does not include **Artist** or **Photography, Production and Rehearsal Studio**.

Artist Studio - Class A has the same meaning as in the Zoning and Development By-law.

Artist Studio - Class B has the same meaning as in the Zoning and Development By-law.

Arts and Creative Instruction means a business providing instruction in artistic or creative skills including cooking, craft, drama, language, music, sewing, and writing.

Arts and Culture Indoor Event means an event of an artistic or cultural nature, including visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons, with or without liquor service, that occurs not more than three days per month in a building not approved for assembly occupancy.

Arts, Culture and Creative Industries is a licence category that includes **Artist Agency, Artist, Artist Studio, Design Services, Creative Products Manufacturer, Hall or Spectator Sports Venue, Photography, Production and Rehearsal Studio, Publishing and Journalism Services, Exhibition Centre, Theatre and Temporary Filming Company.**

Association or Society means a society incorporated and in good standing under the *Society Act*, a society or organization registered as a charitable organization under the *Income Tax Act*, or a Club.

Auction Sale means offering or putting up for sale any real or personal property whereat the public is invited to make competitive bids for the property offered for sale.

Auctioneer means a person who conducts auctions by accepting bids and declaring goods sold.

Authorized Identification means any one or more of the following, provided it is valid and is integrated with a photograph of the bearer:

- (a) driver's licence;
- (b) identity card issued by a Canadian province or territory;
- (c) Indigenous status card;
- (d) passport;
- (e) any other form of provincial or federal identification.

Auto Parking Lot means premises used for the purpose of providing paid parking for 60 or more motor vehicles.

Auto Parking Lot Small means premises used for the purpose of providing paid parking for 59 or fewer motor vehicles.

Auto Parking Lot with Charging means Auto Parking that has the capacity to provide electricity to motor vehicles at a rate not less than 26.6 kW.

Backyard Pay Parking means the use of residential premises for the purpose of providing, for a fee, 2 or more spaces for the parking of motor vehicles which are not the property of a resident of the residential premises.

Bank Machine means any machine which permits a customer to access and use certain financial services customarily associated with a financial institution except for bank machines physically located in or affixed to the premises in which a financial institution operates its principal business.

Barber Shop or Beauty Salon means any premises where the primary purpose is the styling, cutting, or chemical treatment of hair.

Base Rent means the rent used to calculate rent increases permitted by section 28.3 of this by-law, and is the last monthly rent lawfully required to be paid by a tenant, including all increases allowed by the *Residential Tenancy Act* and this by-law, before the designated room was subject to a period of vacancy.

Bear Spray means a device containing capsaicin and other related capsaicinoids that is designed and labeled for use as a deterrent from attacks by bears or other animals.

Beauty and Wellness Centre means the use of premises to improve beauty and wellness through styling, cutting, or chemical treatment of hair or through skin and body treatments, including pedicures, manicures, facials, microdermabrasion, electrolysis, waxing, laser, hydrotherapy, anti-aging, skin rejuvenation therapy, aromatherapy, stone therapy massage, and relaxation massage, but not including **Fitness Centre**.

Beauty Services means a business providing beauty and wellness services, and includes Barber Shop or Beauty Salon, Beauty and Wellness Centre or Tanning Salon or Tattoo and Piercing Studio.

Bed and Breakfast Accommodation means the use of a dwelling unit as temporary accommodation for tourists or transients where the room rate includes breakfast provided on the premises.

Billiard Hall means any premises where customers may use billiard or pool tables for a fee.

Bin Owner means the person, charity, trust, partnership or organization that owns or operates a donation bin.

Bingo Hall means the use of premises for the purpose of playing bingo and where the operation is conducted and managed by, and the proceeds are distributed to, one or more charitable organizations, but does not include bingo where the player is not playing the same game and responding to the same caller as and with other players in the hall or the use of player-operated video lottery terminals or slot machines.

Bingo Hall/Casino/Horse Racing means a business carried on by any person where bingo or other games of chance or mixed chance and skill are played, including horse racing, Bingo Hall, Casino - Class 1 or Casino - Class 2.

Body-painting Studio includes any premises or part thereof where, directly or indirectly, a fee is paid for any activity involving the application of paint, powder, or similar materials to the body of another person.

Body-rub Parlour includes any premises where services related to manipulating, touching or stimulating a person's body are provided, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licensed or registered under any statute of the Province of British Columbia governing such activities, or **Therapeutic Touch Technique Practitioner**.

Bottle Depot means any premises where bottles are submitted for a deposit refund, but does not include a grocery store or a liquor retail store.

Brokerage Services means a business that acts as an intermediary to facilitate transactions between buyers and sellers and charges a commission for its services, and includes art broker, customs broker, ticket broker, manufacturer's agent and Auctioneer, but does not include brokerage services provided by **Financial Services** or **Insurance Services**.

Building Repair and Maintenance Services means a business providing repair, cleaning or maintenance services for buildings, including pest control, but does not include **General Contractor** or **Trade Contractor**.

Business and Vocational Instruction means a business offering instruction in business, vocational or trade skills, including automotive, barbering, beauty, culture, bookkeeping, broadcasting, construction or other trade, computer programming, driving, general sales skills, hairdressing, metalworking, piloting, salesmanship in a particular vocation, technical occupations, woodworking or a Business or Trade School.

Business or Trade School means any premises used to carry on the business of offering instruction in any business, vocational or trade skills.

Business Support Services means a business providing support services to professionals and businesses, including answering and paging, evaluation, employment, interpreting or translating, recruiting, referral, researching, secretarial, technical writing or word processing services.

Cardlock Fuel Station has the same meaning as in the Zoning and Development By-law.

Casino - Class 1 has the same meaning as in the Zoning and Development By-law.

Casino - Class 2 has the same meaning as in the Zoning and Development By-law.

Cat means a domestic cat, regardless of age or sex.

Caterer means business preparing food at one location for consumption at another location, including a catering food truck, but does not include **Street Vendor**.

Charitable Food Services means the provision of food or prepared food for free or at low cost by an organization incorporated and in good standing under the *Society Act*, or registered as a charitable organization under the federal *Income Tax Act*.

Cheque Cashing Centre means any premises where the business of cashing cheques or negotiable instruments for a fee charged or chargeable to the payee of the cheque or the payee's agent is carried on, but does not include **Financial Institution**.

Chief Constable means the Chief Constable of the Police Department of the City and includes any member of the Police Department authorized to act on behalf of the Chief Constable.

City means the City of Vancouver.

City Land means land for which the City is the registered owner in fee simple or leasehold, but does not include any street.

Clean Wood Waste has the same meaning as in the Solid Waste By-law.

Club means an incorporated or unincorporated organization that is not for profit, that is organized solely for the promotion of some common object, and that is operated for club members and their guests only, but does not include Liquor Establishment – Class 7.

Collection Agent means a person who offers or undertakes to collect debts for others, and includes a bailiff.

Community Food Market means a business operating an open air or fully or partly covered market for the sale of fresh or locally-prepared fruits and vegetables operated as a non-profit program or activity in conjunction with social service centres, churches, neighbourhood houses, community centres, and social housing sites.

Construction is a licence category that includes **General Contractor** and **Trade Contractor**.

Consulting and Management Services means a business providing professional advice or specialized consulting and management services including business system or improvement implementation, environmental, immigration, interim business change, operations management, public policy or strategy consultation.

Core Area means all that part of the City north of False Creek east of English Bay south of Burrard Inlet and west of Carrall Street and specifically includes all of District Lot One hundred and eighty-five (D.L. 185) and all of District Lot Five hundred and forty one (D.L. 541) and all of old Granville Townsite.

Creative Products Manufacturer means a business providing development, prototyping, testing and ancillary marketing of products to be produced in a physical form, although the product does not have to be produced on the premises, and includes clothing design, furniture design, industrial product design, and similar businesses, but does not include **Design Services**.

Dance Hall means any building, room, or place where public or private dances are held or permitted for hire or profit.

Dating Service means any person carrying on the business of providing information to persons desirous of meeting other persons for the purpose of social outings.

Design Services means a business providing general design services, including graphic design, and interior design and decorating, but does not include **Creative Products Manufacturer** or **Architectural and Engineering Services**.

Designated Room means a residential room in any building designated as single room accommodation pursuant to the Single Room Accommodation By-law.

Digital Entertainment and Information Communication Technology is a licence category that includes **Digital Entertainment and Interactive Technology** and **Information Communication Technology**.

Digital Entertainment and Interactive Technology means a business preparing digital content that can be transmitted over internet or computer networks for games, communication, social media or education.

Dining and Drinking Establishment is a licence category that includes **Limited Service Food Establishment, Liquor Establishment, Restaurant and Venue**.

Director means the director appointed under section 8 of the *Residential Tenancy Act*.

Discotheque - Teenage means a **Dance Hall** exclusively for patrons of a minimum age of thirteen years and under the age of nineteen years.

Dog means a domestic dog, regardless of age or sex.

Donation Bin means any receptacle designed and used for the purpose of collecting clothing, shoes or linens from the public for resale or distribution.

Drug Paraphernalia means any product, equipment, thing or material of any kind primarily used or intended to be primarily used to produce, process, package, store, inject, ingest, inhale or otherwise introduce into the human body a controlled substance as defined in the *Controlled Drugs and Substances Act*, R.S.C.

Duplex has the same meaning as in the Zoning and Development By-law.

Dwelling Unit has the same meaning as in the Zoning and Development By-law.

Education/Instruction is a licence category that includes **Arts and Creative Instruction, Business and Vocational Instruction, Private School or College, and Sports and Fitness Instruction**.

Electronic Cigarettes means electronic cigarettes, electronic pipes, electronic hookahs, or similar devices that can be used to deliver nicotine or other substances, and replaceable cartridges and refills used with those devices.

Eligible Capital Expenditure means an expenditure that qualifies for an additional rent increase pursuant to Part 4 of the Residential Rent Regulation.

Enclosure means a cage, kennel, tank, container, receptacle, or other enclosure used to contain or confine animals.

Entertainment Centre means premises where no less than 55 percent of the total floor area is used for simulated sports or games and similar activities and associated circulation space, and the remaining floor area is used for administration, sale of food and other products, and vending machines offering games for amusement or entertainment.

Entertainment Facility means a business providing entertainment services, including bowling alley, curling rink, driving range, golf course, skating rink, Arcade, Billiard Hall, Entertainment Centre and Shooting Gallery.

Exhibition Centre means premises used for displaying exhibits for the enjoyment or education of the public, including aquarium, botanical garden, gallery, museum or zoo.

Extended Hours means the difference between the time at which any particular class of **Standard Hours** liquor establishment opens or closes for business in any particular area, and the time at which the same class of extended hours liquor establishment

opens or closes for business in the same area as provided by the Business Premises Regulation of Hours By-law.

Extended Hours Liquor Establishment means an Extended Hours Liquor Establishment– Class 1, Extended Hours Liquor Establishment – Class 2, Extended Hours Liquor Establishment – Class 3, Extended Hours Liquor Establishment – Class 4, Extended Hours Liquor Establishment – Class 5, Extended Hours Liquor Establishment – Class 6, and Extended Hours Liquor Establishment – Class 7.

Extended Hours Liquor Establishment – Class 1 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 65, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Extended Hours Liquor Establishment – Class 2 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 150, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Extended Hours Liquor Establishment – Class 3 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 300, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Extended Hours Liquor Establishment – Class 4 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 500, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Extended Hours Liquor Establishment – Class 5 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 950, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Extended Hours Liquor Establishment – Class 6 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity exceeds 950, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Extended Hours Liquor Establishment – Class 7 means a business located in a club which includes the sale and service of alcoholic drinks to customers for consumption on the premises, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Farmers' Market means a business operating an open air or fully or partly covered market, for the sale directly by producers or by their representatives who are involved in production, of: local fresh, dried or frozen fruit and vegetables; local dried or frozen meat and seafood; local eggs; local dairy products; local plants; local prepared foods; local ready-to-eat foods; local artisan crafts; or local wine, cider, beer or spirits.

Film Viewer means a machine that shows film, video, tape or electronic medium to a customer for a fee.

Financial Institution means a bank, credit union, trust company, or other similar business.

Financial Services means a business providing services related to finances, and includes accountant, auditor, bookkeeper, financial agent, financial executor, financial planner, investment company, mortgage broker or company, stockbroker, trustee, Collection Agent, Professional Fund Raiser and Tax Buyer, but does not include **Financial Institution**.

Fitness Centre means **Fitness Centre - Class 1** and **Fitness Centre - Class 2**.

Fitness Centre – Class 1 has the same meaning as in the Zoning and Development By-law.

Fitness Centre – Class 2 has the same meaning as in the Zoning and Development By-law.

Food Manufacturing, Processing and Assembly means a business manufacturing, assembling, preparing, processing and/or repackaging food or beverage items, including alcohol, for sale to wholesalers, retailers or for further manufacturing use.

Food Market means Farmers' Market and Community Food Market, but does not include a Public Market.

Food Service Ware means products used for serving or transporting prepared food or beverages, including plates, cups, bowls, trays, cartons and hinged or lidded containers.

Food Vendor means a holder of a licence issued under this by-law who sells prepared food or provides charitable food services.

Food Waste has the same meaning as in the Solid Waste By-law.

Forestry Services means a business providing services related to the forest industry, including tree planting, logging, and the production or sale of forest products, but does not include a lumber and building materials establishment or woods product manufacturing.

Gasoline Station means any real property used or equipped to be used for the retail sale of motor fuels and motor oils in or upon which the dispensing of motor fuels and motor oils is or is intended to be carried out by an attendant or by the customer, and may include the retail sale of electricity dispensed by the customer or the attendant for the purpose of charging motor vehicles and includes Cardlock Fuel Station.

Gasoline Station with Charging means any **Gasoline Station** that has the capacity to provide electricity sales for motor vehicles at a rate not less than 50 kW.

General Contractor means a business related to construction project development or management, excavation, demolition, construction, renovation, or any other associated work or service, but does not include **Trade Contractor**.

General Repair and Maintenance Services means a business repairing, cleaning, restoring or maintaining materials, items or art, including art restoration, boot and shoe repairing, carpet or upholstery cleaning, furniture refinishing, key cutting, engraving, piano tuning, shoe shining, and tool filing or sharpening, but does not include **Building Repair and Maintenance Services**.

Graphic Sexual Material means any book, magazine, film, movie or videotape which depicts a person or persons engaging in real or simulated sex acts.

Grocery Store means a business selling commodities including foodstuffs directly to the public and whose business customarily includes two or more of a bakery, butcher, delicatessen, and food service (snack bar), and includes a **Market Outlet** selling food.

Hall or Spectator Sports Venue means premises used to hold public or private dances, meetings, spectator sports events or other events, including arena, assembly hall, convention centre, stadium and **Dance Hall**.

Health and Beauty is a licence category that includes **Beauty Services**, **Health Enhancement Services** and **Tanning Salon/Tattoo and Piercing Studio**.

Health Care or Social Assistance Facility means a business providing health care or social assistance services to patrons, including community care facility, detoxification centre, personal care home, private hospital, recovery home, shelter or social service centre.

Health Care and Social Assistance is a licence category that includes **Health Care Facility** and **Health Care Professionals and Services**.

Health Care Professionals and Services means a business providing medical services related to physical or mental health, including, but not limited to: acupuncturist, art therapist, audiologist, dentist, denturist, dance therapist, first aid service provider, herbalist, home care provider, hygienist, laser therapist, massage therapist, midwife, naturopathic doctor, nurse, occupational therapist, oculist, eye surgeon, optometrist, optician, physical therapist, physician, surgeon, podiatrist, psychiatrist, psychologist, social worker, speech pathologist or traditional Chinese medicine practitioner.

Health Enhancement Services means a business providing services to enhance health through therapeutic touch techniques or steam bath, including Therapeutic Touch Technique Practitioner, Health Enhancement Centre and Steam Bath.

Health Enhancement Centre means the use of premises to provide services to enhance health through therapeutic touch techniques, including shiatsu, reflexology, bio-kinesiology, hellework, polarity, reiki, rolfing, and trager but does not include **Fitness Centre** or **Beauty and Wellness Centre**.

Hotel or Motel means premises providing temporary accommodation by way of furnished sleeping, housekeeping or dwelling units, and includes temporary accommodation that may be designated as single room accommodation in accordance with the Single Room Accommodation By-law No. 8733, but does not include **Bed and Breakfast** or **Short-term Rental Operator**.

Housekeeping Unit has the same meaning as in the Zoning and Development By-law.

Housing Agreement means a housing agreement authorized by section 565.2 of the *Vancouver Charter*.

Inflation Rate means the 12 month average percent change in the all-items Consumer Price Index for Vancouver, as published by the Province of British Columbia, ending in the month that is most recently available for the calendar year for which a rent increase takes effect.

Information Communication Technology means a business developing and using technology to process digital information including business intelligence, communications, cloud computing, computer hardware, data processing, data/database management, data centre & security, e-commerce and computer services, electronics, information services, integrations services, information technology infrastructure services, networking, programming, semiconductors, software design, telecom equipment or telecommunication service.

Inspector means the person appointed from time to time as Chief License Inspector of the City of Vancouver.

Insurance Services means a business selling, soliciting, negotiating, adjusting or providing insurance coverage, or appraising goods, including goods appraiser, insurance adjuster, insurance broker, insurance agent or insurance company.

Inter-municipal Business Licence means a business licence issued in accordance with an inter-municipal licensing scheme, but does not include a business licence issued in accordance with an inter-municipal licensing scheme for transportation network services.

Inter-municipal TNS Business License means a business license issued in accordance with an inter-municipal licensing scheme for transportation network services.

Junk includes any of the following used articles or things: rubber, tires, metal, paper, sacks, wire, ropes, rags or machinery.

Laboratory Services means a business providing analytical, research or testing services including biotechnologies, energy or environmental technologies, medical, diagnostic and other testing laboratories or research and development laboratories.

Laneway House has the same meaning as in the Zoning and Development By-law.

Late Night Dance Event means an event involving dance or music any part of which occurs between the hours of 2:00 a.m. and 6:00 a.m. on any day, but does not include an event taking place in a private residence.

Late Night Dance Event Permit means a permit issued under section 5 of this by-law.

Laundry Services means a business collecting, laundering, or distributing laundered items or providing public coin-operated washing and drying machines.

Legal Services means a business providing services related to the practice of law as defined in the *Legal Professions Act*, the practice of a notary public as described in the *Notaries Act*, or the service of legal documents.

Licence Holder means any person or organization required to obtain a licence under subsection 3(1) of this by-law.

Limited Service Food Establishment means a business that primarily sells food and beverages prepared on the premises, and that has no more than sixteen indoor or outdoor seats, and does not sell alcohol.

Liquor Delivery Service means any person who delivers alcoholic beverages to residential and commercial premises.

Liquor Establishment means a **Standard Hours Liquor Establishment** and an **Extended Hours Liquor Establishment**.

Liquor Retail Store means a business that sells liquor at retail to customers for consumption off the premises, and includes a U-brew.

Live-aboard Boat includes any vessel, houseboat, floathouse, raft, float, dock or similar structure that floats or that is designed to float upon the water and which is equipped and fitted as a place of human abode but does not include a tugboat, fishing boat, pile driver, dredger, scow, barge or cargo-carrying vessel which is primarily used for non-residential purposes and does not include any structure which is taxed as an improvement under Part XX of the *Vancouver Charter*.

Lodging House means any building or separate portion thereof with 3 or more units or rooms that are separately occupied or intended to be occupied as rental living accommodation, and includes a Rooming House but does not include a Single Detached House, Duplex, Triplex, Townhouse, or a building comprised exclusively of dwelling units each with its own kitchen sink and bathroom.

Logistics Services means a business providing services related to the planning, assembling and movement of goods, including couriating, food or liquor delivery, freight forwarding, mailing, moving, transferring or shipping service.

Long Term Rental means a business providing residential rental accommodation for a period of not less than one month in Single Detached House, Laneway House, Lodging House, Rooming House, Multiple Conversion Dwelling, Multiple Dwelling, Non-profit Housing or Secondary Suite.

Manufacturing and Catering is a licence category that includes **Non-Food Manufacturing, Assembling and Processing, Food Manufacturing, Assembling and Processing, and Caterer**.

Marina means any place where a marina operator carries on business.

Marina Operator includes any person who is in the business of providing moorage, dockage or berthage for one or more boats, but does not include a privately incorporated yacht club.

Marine Service Station means any real property or land above water used for the sale of motor fuels for the operation of boats and other marine vessels, and may include the retail sale of electricity dispensed for the purpose of charging boats or other marine vessels.

Market means offer for sale, promote, canvass, solicit, advertise, or facilitate **Short Term Rental Accommodation**, and includes placing, posting or erecting advertisements physically or online, but does not include the mere provision of a neutral space or location for such marketing in newspapers, bulletin boards, or online.

Market Outlet means a business selling commodities including foodstuffs directly to the public on premises with a total floor area greater than 4,645 square metres.

Marketing/Public Relations/Advertising/Event Promotion Services means a business providing advertising, marketing, event coordinating or promoting, or public relations services, including advertising agent, event promoter or telecom marketer.

Maximum Occupant Load means the lesser of the number of persons that may be permitted in premises under the provisions of the Fire By-law, the Building By-law, or the Health By-law.

Mining means a business related to geological exploration or the mining, quarrying, processing or refining of rocks or minerals.

Mobility Aid has the same meaning as in the *Passenger Transportation Act*.

Model Studio means any premises where a fee is charged for the provision of models who pose in the nude for the purpose of being sketched, painted, photographed, or otherwise depicted, but does not include any studio which is an educational institution authorized by provincial legislation or which provides models who are sketched, painted, photographed or otherwise depicted for commercial or artistic purposes.

Money Services means a business providing services related to cashing cheques or negotiable instruments, or transmitting, lending or converting currency, including money exchanger or **Cheque Cashing Centre**, but does not include **Financial Institution**.

Multiple Conversion Dwelling has the same meaning as in the Zoning and Development By-law.

Multiple Dwelling has the same meaning as in the Zoning and Development By-law.

Neighbourhood Grocery Store has the same meaning as in the Zoning and Development By-law.

Neighbourhood Theatre means a theatre not situated in the Core Area of the City that is situated less than 150 feet from property zoned for residential use.

Non-Food Manufacturing, Assembling and Processing means a business manufacturing, assembling, preparing, processing and/or repackaging non-food items including textiles, metal, wood or other products for sale to wholesalers, retailers, or for further manufacturing use.

Non-Profit is a licence category that includes **Association or Society** and **Soliciting for Charity**.

Non-Profit Housing means a non-profit, rental housing project on a site, designed for independent living, owned by a government, society, or housing cooperative, where the ability of residents to pay, rather than the market, determines rents.

Non-residential Recyclable Materials has the same meaning as in the Solid Waste By-law.

Non-residential Recyclable Materials Diversion Program has the same meaning as in the Solid Waste By-law.

Nudity means the showing of the human genitals or pubic area with less than a full opaque covering.

Occupied Live-aboard Boat means any live-aboard boat that is used as a place of abode within the City by one or more persons for a minimum of sixty consecutive or non-consecutive days, during a calendar year.

Oil, Gas and Other Fuels Services means a business related to the exploration, extraction and production of oil, petroleum, gas, biofuels, biomass and other fuels.

Organic Waste Diversion Plan has the same meaning as in the Solid Waste By-law.

Other Services is a licence category that includes **Animal Services, Laundry Services, Money Services, Personal Services, Printing, Imaging and Photo Services, Rental Services, Security Services** and **Tourism Services**.

Paper Shopping Bag means a shopping bag made out of paper and contains at least 40% recycled paper content, that displays the words “recyclable” and “made of 40% recycled content” or “made of 40% post-consumer recycled content” or other applicable amount on the outside of the bag.

Parking Area or Garage means Auto Lot Parking, Auto Lot Parking Small, Auto Parking Lot with Charging and Backyard Pay Parking.

Passenger Directed Vehicles means taxis, limousines, and vehicles operated under a license held by a transportation network service provider under the *Passenger Transportation Act*.

Passenger Directed Vehicle Services means a person carrying on the business of providing passenger directed vehicles.

Pawnbroker means a person who carries on the business of taking property in pawn, or who operates a pawnbroker's premises.

Peddler means a person who offers to sell or sells merchandise other than foodstuffs door to door but does not include a person who delivers groceries, dairy products or bakery products, Peddler – Food, or Transient Peddler.

Peddler - Food means a person who offers to sell or sells foodstuffs door to door but does not include Peddler or Transient Peddler.

Period of Vacancy means the juncture between the tenancies of two permanent residents in a designated room, or the time that elapses between occupancy by two permanent residents in a designated room.

Permanent Resident means an individual who, in return for rent, occupies or usually occupies a room as their residence, and does so for at least 30 days.

Personal Services means a business providing personalized services to clients, including accommodation finding, cooking, decorating, errand duties, funeral service, home cleaning, personal driving service, sewing, shopping, wedding chapel and services, Dating Service, Psychic or Fortune Teller and Tenant Listing Service.

Pet Store means the use of premises to offer to sell or to sell, at retail or wholesale, animals, except for animal shelters and commercial kennels.

Pharmacy means a business selling drugs, pharmaceutical products and foodstuffs directly to the public, including **Small-scale Pharmacy**, but does not include **Market Outlet** or **Grocery Store**.

Photography, Production and Rehearsal Studio means premises used for the production of photography, motion pictures, videos, television or radio programs, or sound recordings, or for the rehearsal of dance, music or drama, none of which involve the presence of an audience, but does not include **Artist Studio** or **Theatre**.

Picture Identification means any one or more of the following provided it is integrated with a photograph of the bearer:

- (a) valid Driver's Licence issued by a Canadian province or territory;
- (b) identity card issued by a Canadian province or territory;
- (c) passport issued by the Government of origin;
- (d) Certificate of Indian Status issued by the Government of Canada;
- (e) Certificate of Canadian Citizenship issued by the Government of Canada;
- (f) Conditional Release Card issued by Correctional Services Canada.

Plastic Shopping Bag means a shopping bag made wholly or partially from either plastic derived from fossil fuels or plastic derived from biomass, including corn, sugarcane or other plants, but does not include a Reusable Shopping Bag.

Polystyrene Foam means blown polystyrene and expanded and extruded foams composed of thermoplastic petrochemical materials containing a styrene monomer and processed by any technique, including fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Postal Box means a box or other receptacle suitable for containing postal mail.

Postal Rental Agency means any premises where postal boxes are rented or leased to the public and mail is received for delivery or pick up but does not include premises operated by Canada Post.

Prepared Food means any food or beverage prepared for consumption on or off a holder of a license's premises, using any cooking or food preparation technique. Prepared food does not include any raw uncooked food, including meat, poultry, fish, seafood, eggs or vegetables unless provided for consumption without further food preparation.

Principal Residence Unit means the usual dwelling unit where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bill and, for the purposes of this by-law, a person may only have one principal residence unit.

Printing, Imaging and Photo Services means a business providing printing, imaging and/or photo services, but does not include a **Photography, Production or Rehearsal Studio**.

Private School or College means a business providing education accepted as equivalent to that furnished in a public school, college or university but does not include a Business or Trade School.

Prize Game means a game or automatic machine, the successful playing of which entitles the player to money, goods, wares or merchandise and the player pays money or other valuable consideration to play the game or machine.

Professional Fund Raiser means a person who assists registered non-profit groups to raise funds.

Professional, Scientific and Business Related Services is a licence category that includes **Architectural and Engineering Services, Business Support Services, Consulting and Management Services, Financial Institution, Financial Services, Insurance Services, Laboratory Services, Legal Services, Marketing/Public Relations/Advertising/Event Promotion Services** and **Real Estate Services**.

Property Manager means:

- (a) an individual or business licensed pursuant to the *Real Estate Services Act* to provide rental property management services on behalf of owners of real estate; and
- (b) an individual or business that carries on the business of managing **Short Term Rental Accommodation** on behalf of **Short Term Rental Operators**, including marketing the **Short Term Rental Accommodation**, but does not include an individual or business managing or marketing one **Short Term Rental Accommodation**.

Psychic or Fortune Teller means any person who provides services in palm reading, fortune telling, psychic readings, astrology, or any other field in which supernatural powers are professed to be used.

Public Bike Share means a service that provides the general public with an opportunity to rent bicycles through an automated system, on a short-term basis for use within the city as part of a network comprised of no fewer than 50 Public Bike Share Stations located on separate sites.

Public Bike Share Station means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment necessary for or appurtenant to the operation of a Public Bike Share.

Public Market means any building or premises containing stalls, tables, spaces, divisions or compartments individually rented, occupied or operated for the purpose of displaying or selling merchandise, but does not include **Food Market**.

Publishing and Journalism Services means a business providing services related to publishing or journalism, including a journalist, desk-top publisher, publisher, press reporter, or media reporter but does not include a printing company.

Rabbit means a domestic rabbit, regardless of age or sex.

Real Estate Services means a business providing services related to the sale, rental, management, appraisal or inspection of real property, including **Property Manager**, real estate appraisal, auction, development or investment, real estate agency, or fire safety or home inspection services.

Recreation is a licence category that includes **Amusement Park, Bingo Hall/Casino/Horse Racing, Entertainment Facility** and **Fitness Centre**.

Recycling and Resource Recovery Services means a business collecting, sorting, buying, selling and recycling paper, newspapers, plastics, clothing, cans, scrap metal, wrecked or decommissioned vehicles, organics or similar residential or commercial waste, including paper depot, bottle depot, scrap metal depot, Donation Bin, and auto wrecker.

Recycling and Waste Collection/Hauling is a licence category that includes **Recycling and Resource Recovery Services** and **Waste Collection and Hauling**.

Rental Accommodation is a licence category that includes **Bed and Breakfast, Short-term Rental Operator, Hotel or Motel** and **Long Term Rental**.

Rental Services means a business renting or leasing commodities or services directly to the public, including computer time rental where four or more computer terminals are provided on the premise, equipment, party supplies, video rental and **Postal Rental Agency** but does not include vehicle rental or **Arcade**.

Repair and Maintenance is a licence category that includes **General Repair and Maintenance Services, Building Repair and Maintenance Services,** and **Vehicle Repair, Detailing and Washing Services**.

Residential Recyclable Materials has the same meaning as in the Solid Waste By-law.

Residential Recyclable Materials Diversion Program has the same meaning as in the Solid Waste By-law.

Resource Industry is a licence category that includes **Forestry Services, Mining,** and **Oil, Gas and Other Fuel Services**.

Restaurant means **Restaurant – Class 1, Restaurant – Class 1 with Liquor Service, Restaurant – Class 2,** and **Restaurant – Class 2 with Liquor Service**.

Restaurant – Class 1 means **Restaurant Use** that does not include customer participation such as karaoke, dancing, or open microphone performing, or the sale, or offering for sale, of liquor.

Restaurant – Class 1 with Liquor Service means **Restaurant Use** that does not include customer participation in karaoke, dancing or open microphone performing, and does include the sale, or offering for sale, of liquor for consumption on the premises, as part of a meal, or in a lounge approved by endorsement, pursuant to a food primary licence under Liquor Control and Licensing B.C. Regulation No. 244/2002.

Restaurant – Class 2 means **Restaurant Use** that includes customer participation such as karaoke, dancing, or open microphone performing, and does not include the sale or offering for sale of liquor.

Restaurant – Class 2 with Liquor Service means **Restaurant Use** that includes customer participation in karaoke, dancing or open microphone performing, and includes the sale, or offering for sale, of liquor for consumption on the premises, as part of a meal, or in a lounge approved by endorsement, pursuant to a food primary licence under Liquor Control and Licensing B.C. Regulation No. 244/2002.

Restaurant Use means the use of premises for the primary purpose of selling and serving prepared food to the public during all hours of operation, where the premises include at least 17 indoor or outdoor seats for customers consuming food purchased on the premises, and where live entertainment, including the use of non-amplified or amplified musical instruments and disc jockey mixing turntables may be available.

Retail Dealer means a business selling commodities other than foodstuffs directly to the public, including Antique Dealer, Peddler, Pet Store, Public Market, Transient Peddler, Transient Trader or Market Outlet that does not sell food, but does not include **Retail Dealer – Food, Retail Dealer – Cannabis, and Retail Dealer – Used Goods.**

Retail Dealer – Cannabis means any person not otherwise herein defined who carries on the business of selling cannabis, including any products containing cannabis, directly to the public.

Retail Dealer - Food means a business selling prepackaged foodstuffs to the public, including Peddler – Food and Neighbourhood Grocery Store, but does not include **Grocery Store or Pharmacy.**

Retail Dealer– Used Goods means a business providing collateral loans for taking goods in pawn, or selling used goods or goods and chattels in pawn, including Pawnbroker, Secondhand Dealer – Class 1, Secondhand Dealer – Class 2, Secondhand Dealer – Class 3, Secondhand Dealer – Class 4, Secondhand Dealer – Class 5 and Secondhand Dealer – Class 6.

Retail Trade is a licence category that includes **Food Market, Gasoline Station, Grocery Store, Liquor Retail Store, Pharmacy, Retail Dealer, Retail Dealer – Cannabis, Retail Dealer – Food, Retail Dealer – Used Goods** and **Street Vendor.**

Reusable Shopping Bag means a shopping bag designed and manufactured to be capable of at least 100 uses, and primarily made of fabric.

Rodent means each species of chinchilla, degu, hamster, gerbil, hedgehog, mouse, or rat.

Rooming House means a building not being a hotel or motel containing rooms used exclusively as sleeping units where lodging for three or more persons is provided.

School means an elementary school or a secondary school providing an educational programme in accordance with the *School Act* of British Columbia.

Secondary Suite has the same meaning as in the Zoning and Development By-law.

Secondhand Dealer - Class 1 means a person who carries on the business of retailing or wholesaling a variety of used property, including:

- (a) used electronic equipment including audio or visual equipment or accessories, computers, printers, or fax machines; or
- (b) two or more of the following types of used property, namely, bicycles, sports equipment, luggage, jewellery, cameras, musical equipment, or tools; but does not include Antique Dealer.

Secondhand Dealer - Class 2 means a person who carries on the business of retailing or wholesaling only one type of used property, except for used electronic equipment, including audio or visual equipment or accessories, computers, printers, or facsimile transmission machines, but does not include Antique Dealer.

Secondhand Dealer - Class 3 means a person who carries on the business of retailing or wholesaling used property limited to compact discs (“CD’s”), digital video discs (“DVD’s”), video tapes, cassette tapes, video games, or music, concert, movie, or television memorabilia, but does not include Antique Dealer.

Secondhand Dealer - Class 4 means a person who carries on the business of retailing or wholesaling used property limited to used furniture, clothing, costume jewellery, knickknacks, footwear, and houseware items such as dishes, pots, pans, cooking utensils, and cutlery, but does not include Antique Dealer.

Secondhand Dealer - Class 5 means a person who carries on the business of retailing or wholesaling used property limited to used clothing, furniture, costume jewellery, footwear, and houseware items such as dishes, pots, pans, cooking utensils, and cutlery, and who obtains all such property only from or through a “registered charity” defined under the *Income Tax Act (Canada)* or by donation.

Secondhand Dealer - Class 6 means a person who carries on the business of retailing new property but who takes in trade or buys used property that is similar to the new property being retailed, but does not include Antique Dealer.

Security Services means a business providing services related to the security of a person or real property.

Self-Serve Station means an area on the licensed premises where customers may obtain utensils for themselves.

Sex Paraphernalia means any item that simulates or is a reproduction of any human sex organ and includes dildos, vibrators, marital aids, or any other item designed to promote or assist any type of sexual activity.

Sexual Conduct means sexual intercourse or physical contact with a person's clothed or unclothed genitals or pubic area.

Shooting Gallery means any building, room or place where the shooting or firing of any gun, rifle, or similar device is permitted for hire or gain, whether the said building, room or place is devoted exclusively to the shooting of guns, rifles or similar devices or not.

Shopping Bag means a bag used for the purpose of transporting items sold or otherwise provided to a customer by a licence holder, including take-out and to-go food, delivery of food, and leftovers from a meal, and customarily provided by a licence holder at the point of sale or when items ordered by telephone or internet-based ordering platforms are retrieved from the licence holder by the customer or a delivery service, but does not include:

- (a) bags used to:
 - (i) contain loose bulk items such as fruit, vegetables, nuts, grains, or candy,
 - (ii) contain loose small hardware items such as nails and bolts,
 - (iii) protect bakery goods that are not pre-packaged prior to the point of sale,

- (iv) contain or wrap frozen foods, meat, poultry, or fish, whether pre-packaged prior to the point of sale or not,
 - (v) wrap flowers or potted plants,
 - (vi) transport live fish,
 - (vii) protect newspapers or other printed material intended to be left at the customer's residence or place of business, or
 - (viii) protect clothes after professional laundering or dry cleaning; or
- (b) packages of at least 5 bags sold for use at the customer's home or business, including garbage bags, bin liners and pet waste bags.

Short Term Rental Accommodation means temporary accommodation in a dwelling unit, or in a bedroom or bedrooms in a dwelling unit, but does not include temporary accommodation in any **Bed and Breakfast Accommodation** or any **Hotel or Motel**.

Short Term Rental Accommodation Operator means a person who carries on the business of providing **Short Term Rental Accommodation**.

Simulated Games means machines or activities that simulate an experience, and includes virtual reality experiences, but does not include Simulated Sports or games or machines displaying a sex object.

Simulated Sports means games or activities involving the use of baseball batting cages, basketball courts, hockey rinks, golf simulators, miniature golf, climbing walls and similar sports related games and activities.

Single Detached House has the same meaning as in the Zoning and Development By-law.

Single Room Accommodation Operator means a person who provides rental housing to tenants in designated rooms.

Single-Use Plastic Beverage Straw means a tube made wholly or partially from either plastic derived from fossil fuels or plastic derived from biomass, including corn, sugarcane or other plants, used to transfer a beverage from a container to the mouth of the person drinking the beverage and ordinarily or customarily used for its intended purpose only once before being disposed as solid waste.

Single-Use Utensil includes a spoon, fork, knife or chopstick made from any materials and ordinarily or customarily used for its intended purpose only once before being disposed as solid waste.

Sleeping Unit has the same meaning as in the Zoning and Development By-law.

Small Bird means a canary, cockatiel, finch, parakeet, or lovebird.

Small Paper Bag means any bag made out of paper that is less than 15 centimetres by 20 centimetres when flat.

Small-scale Pharmacy means a **Pharmacy** that has a total gross store area of less than 600 m².

Social Escort means any person who, for a fee or other form of payment, escorts or accompanies another person, but does not mean a person providing assistance to another person because of that other person's age or disability.

Social Escort Agency means any business that carries on the business of providing, or offering to provide, the services or the names of persons to act as escorts for other persons.

Soliciting for Charity means the act of canvassing or soliciting for the purpose of collecting or receiving money or property of any kind, the whole or any part of which either directly or indirectly is, or is intended to be, used or disposed of for any charity, relief or benefit, or any philanthropic, patriotic, religious or educational purpose.

Solid Waste has the same meaning as in the Solid Waste By-law.

Special Events means the use of premises for a one-time special event or infrequently occurring special event, including combat sports, circus or rodeo, concerts, contests, fairs, games, dance events, lectures, musical or theatrical performances or shows, Arts and Culture Indoor Event and Late Night Dance Event.

Sports and Fitness Instruction means a business providing sports or fitness instruction, but does not include a Fitness Centre.

Standard Hours Liquor Establishment means a **Standard Hours Liquor Establishment – Class 1, Standard Hours Liquor Establishment – Class 2, Standard Hours Liquor Establishment – Class 3, Standard Hours Liquor Establishment – Class 4, Standard Hours Liquor Establishment – Class 5, Standard Hours Liquor Establishment – Class 6, Standard Hours Liquor Establishment – Class 7, and Standard Hours Liquor Establishment – Class 8.**

Standard Hours Liquor Establishment – Class 1 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 65, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 2 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 150, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 3 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 300, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 4 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 500, and to

which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 5 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity does not exceed 950, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 6 means a business the primary purpose of which is the sale and service of alcoholic drinks to customers for consumption on the premises where the person capacity exceeds 950, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 7 means a business located in a club which includes the sale and service of alcoholic drinks to customers for consumption on the premises, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Standard Hours Liquor Establishment – Class 8 means a community association with an arts and culture mandate, or a business the primary purpose of which is the sale of works of art, that includes the sale, or offering for sale, of liquor for consumption on the premises pursuant to a liquor primary licence under the BC Liquor Control and Licensing Regulation, and to which certain impact reduction measures and other requirements set out in section 21.3 apply.

Steam Bath means any premises that provide a Turkish, Russian, vapour, sweat, salt or sauna bath for a fee.

Street Vendor means a business selling food or any other items on a street in accordance with the Street Vending By-law.

Tanning Salon or Tattoo and Piercing Studio means a business using cosmetic skin techniques, including tanning booths, body branding, tattooing or piercing.

Taxbuyer means a person carrying on the business of purchasing or otherwise acquiring, by way of assignment or any other method, another person's right to claim and receive a refund of tax paid pursuant to the *Income Tax Act* of Canada which is due to such other person, but does not include a person licensed under any statute other than the *Vancouver Charter* to perform that or a similar function, nor shall it include a "broker" or "collection agent" as defined in this by-law.

Temporary Filming Company means a business that hires a **Trade Contractor** to do electrical work at a site where filming is taking place.

Tenant Listing Service means any person who, by contract or agreement and for a fee, provides information to landlords respecting persons seeking residential accommodation.

Theatre means premises used for presenting performing arts, motion pictures, other media arts or presentations before a live audience, including **Adult Theatre** and **Neighbourhood Theatre**.

Therapeutic Touch Technique Practitioner means a person who uses therapeutic touch techniques, including shiatsu, reflexology, bio kinesiology, hellework, polarity, reiki, rolfing and the trager approach.

Tourism Services means a business selling, arranging or chartering tours, transportation or accommodation for travellers, or conducting tours.

Townhouse has the same meaning as in the Zoning and Development By-law.

Trade Contractor means a person carrying on the business of performing electrical, gas, plumbing or sprinkler work who is qualified and certified in accordance with applicable provincial and industry requirements.

Transient Peddler means any person who, being an agent for any non-resident manufacturer or dealer, sells any goods, wares or merchandise in the City, or who offers the same for sale by sample or description or otherwise, for or on account of any merchant or other person selling direct to the consumer and not having a principal place of business within the City. Any commercial traveller or canvasser, whether acting by himself or herself or as an agent for any firm or corporation, who takes orders for any goods or for any finished article whatsoever to be delivered to the consumer, and which are to be manufactured, made or completed in some place outside the Province by any merchant or manufacturer or other person not having his or her principal place of business within the City, shall be deemed to be a transient peddler. A bona fide commercial traveller in the ordinary course of business selling or taking orders from bona fide merchants carrying on trade or business either wholesale or retail within the City shall be deemed not to be a transient peddler.

Transient Trader means any person who by themselves or through an agent occupies premises or trades in the City for temporary periods and who offers for sale goods or merchandise of any description by auction or any other manner whatsoever and whether or not such sale is conducted by themselves or a licensed auctioneer.

Transportation and Logistics is a licence category that includes **Parking Area or Garage, Logistics Services, Marina Operator, Transportation and Support Services** and **Warehouse Operation**.

Transportation and Support Services means a business providing goods or passenger transportation and related support services, including air, rail, truck or marine transportation, **Public Bike Share, Passenger Directed Vehicle Services**, cruise ship supplies, parking enforcement services, marine towing, marine maintenance or repair of motorized vessels, navigational services, road support services, ship chandler or stevedore.

Transportation Network Services has the same meaning as in the *Passenger Transportation Act*.

Triplex has the same meaning as in the Zoning and Development By-law.

Urban Farm means **Urban Farm – Class A** and **Urban Farm – Class B**.

Urban Farm - Class A has the same meaning as in the Zoning and Development By-law.

Urban Farm - Class B has the same meaning as in the Zoning and Development By-law.

Vehicle means any device, in, upon or by which any person or property is, or may be transported or drawn upon a street irrespective of the motive power.

Vehicle Dealer means a person who carries on the business of selling or renting motor vehicles, including cars, trucks, motorcycles, mopeds, boats, recreation vehicles, and recreation trailers.

Vehicle Repair, Detailing and Washing Services means a business that repairs, paints or washes vehicles or vehicle parts.

Venue means a business that is located in a stadium, arena, convention center or theater that sells alcoholic drinks to customers for consumption on site.

Veterinarian means a veterinarian registered under the *Veterinarians Act* of British Columbia.

Warehouse Operation means a business that receives and stores foodstuffs or other goods for a fee, and includes packing or packaging related services.

Waste Collection and Hauling a business collecting, removing, transporting, or disposing refuse, garbage, organics, recyclables, sewage or other waste, including junk removal, scavenging, waste collection, hauling and disposal.

Wholesale Dealer means a business selling any commodity to retail dealers, other wholesale dealers, contractors or manufacturers for use in their business.

Yard Waste has the same meaning as in the Solid Waste By-law.

Zero Emission Vehicle means a motor vehicle that is exclusively propelled by electricity or hydrogen from an external source, or a motor vehicle that has been approved by the City Engineer as a zero emission vehicle.

APPENDIX B

DUTIES AND RESPONSIBILITIES

3. (1) No person shall carry on within the City any business, trade, profession or other occupation without holding a subsisting City license therefor.
- (2) Every person applying for a licence shall, at the time of making the application, pay to the City a non-refundable application fee as specified in Schedule "B" of this by-law and the fee for such business, trade, profession or other occupation as specified in Schedule "A" of this by-law.
- (3) Every person who operates more than one store, branch, premises or place of business in respect of any business, trade, profession or other occupation shall take out a separate license in respect of each such separate store, branch, premises or other place of business.
- (4) A person who operates, in a single store, premises or place of business, a business that includes more than one licence type or business activity, must apply for and obtain separate licences in respect of each licence type or business activity carried on in the store, premises or place of business.
- (5) A person who changes the nature of their business to a licence type or business activity that is different than the business for which a business licence has been issued, must apply for and obtain a new or modified business licence and pay the applicable fees.
- (6) A person who is employed on a salary basis by some other person shall be deemed not to be carrying on a profession.
- (7) Notwithstanding any other provision of this by-law, any Tourism Services business that includes chartered boats must also obtain a separate business licence for each chartered boat.
- (8) Notwithstanding any other provision of this by-law, any Retail Dealer business that includes peddlers must also obtain a separate business licence for each peddler.
- (9) Notwithstanding any other provision of this by-law, any Retail Dealer - Food business that includes Peddler - Food must also obtain a separate business licence for each Peddler - Food.
- (10) Notwithstanding any other provision of this by-law, any Marina Operator business that includes live-aboard boats must also obtain a separate business licence for each live-aboard boat.
- (11) Notwithstanding any other provision of this by-law, any Bingo Hall/Casino/Horse Racing business must also obtain a separate business licence for each bingo hall, casino or horse racing business on the premises.

- (12) Notwithstanding any other provision of this by-law, any Retail Dealer business must also obtain a separate business licence for each Retail Dealer – Cannabis Peddler, Pet Store, Public Market, Transient Peddler or Transient Trader on the premises.
- (13) Notwithstanding any other provision of this by-law, any Retail – Used Goods business must also obtain a separate business licence for each Pawnshop, Secondhand Dealer - Class 1, Secondhand Dealer - Class 2, Secondhand Dealer - Class 3, Secondhand Dealer – Class 4, Secondhand Dealer – Class 5 or Secondhand Dealer – Class 6 on the premises.
- (14) Notwithstanding any other provision of this by-law, a public bike share shall only require one license under this by-law to operate any number of public bike share stations.
- (15) Notwithstanding any other provision of this by-law, a street vendor shall only require one licence under this by-law to operate at more than one location on the street in accordance with sections 4.5 and 4.6 of the Street Vending By-law.
- (16) No owner of any premises shall permit, suffer or allow the undertaking of any business, trade, profession or other occupation at said premises unless the person carrying on the business, trade, profession or other occupation holds a subsisting City licence therefor.
- (17) No person shall knowingly provide false or misleading information in an application for a business licence.

EXPLANATION**A By-law to amend the Business Premises Regulation of Hours By-law No. 8022**

Enactment of the attached by-law will implement Council's resolutions on May 10, 2023 to amend the Business Premises Regulation of Hours By-law regarding amendments to streamline business licence categories in the Licence By-law, to come into force and take effect on April 1, 2024.

Director of Legal Services
June 13, 2023

BY-LAW NO. _____

**A By-law to amend the Business Premises Regulation of Hours By-law No. 8022
regarding amendments to streamline business licence categories
in the Licence By-law**

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

1. This by-law amends the indicated provisions of Business Premises Regulation of Hours By-law No. 8022.

2. Council strikes out section 6 and substitutes the following:

“Regulation of hours

6. The following classes of business premises in the following designated areas may remain open for business only during the following hours on the following days, and must otherwise be closed for business:

Class of business premises	Designated Area	Hours and day
Business premises of each of the following businesses as defined in the License By-law: Barber Shop or Beauty Salon Bottle Depot Cheque Cashing Centre Dating Service Fitness Centre Laundry Services Limited Service Food Establishment Postal Rental Agency Restaurant Retail Dealer Retail Dealer Food Social Escort Agency Tanning Salon/Tattoo and Piercing Studio Theatre	Downtown Eastside	6:00 a.m. to 2:00 a.m. each day
Business premises of each of the following businesses as defined in the Secondhand Dealers and Pawnbrokers By-law: Pawnbroker Secondhand Dealer	Downtown Eastside	6:00 a.m. to 2:00 a.m. each day

Business premises of: Standard Hours Liquor Establishment Extended Hours Liquor Establishment	Downtown Eastside (DEOD)	11:00 a.m. to 12:00 a.m. from Sunday to Thursday 11:00 a.m. to 1.00 a.m. on Friday and Saturday
Business premises of: Standard Hours Liquor Establishment	Downtown – Primarily Commercial Non-Downtown – Primarily Commercial and Industrial	11:00 a.m. to 2:00 a.m. each day
Business premises of: Extended Hours Liquor Establishment	Downtown – Primarily Commercial Non-Downtown – Primarily Commercial and Industrial	9:00 a.m. to 3:00 a.m. each day
Business premises of: Standard Hours Liquor Establishment	Downtown – Primarily Mixed Use	11:00 a.m. to 1:00 a.m. from Sunday to Thursday 11:00 a.m. to 2:00 a.m. on Friday and Saturday
Business premises of: Extended Hours Liquor Establishment	Downtown – Primarily Mixed Use	9:00 a.m. to 2:00 a.m. from Sunday to Thursday 9:00 a.m. to 3:00 a.m. on Friday and Saturday
Business premises of: Standard Hours Liquor Establishment	Downtown – Primarily Residential Non-Downtown Primarily Mixed Use Non-Downtown Primarily Residential	11:00 a.m. to 12:00 a.m. from Sunday to Thursday 11:00 a.m. to 1:00 a.m. on Friday and Saturday

Business premises of: Extended Hours Liquor Establishment	Downtown – Primarily Residential Non-Downtown – Primarily Mixed Use Non-Downtown – Primarily Residential	9:00 a.m. to 1:00 a.m. from Sunday to Thursday 9:00 a.m. to 2:00 a.m. on Friday and Saturday

”

3. This by-law is to come into force and take effect on April 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION

A By-law to amend Fire By-law No. 12472

The attached By-law will implement Council's resolution of May 31, 2023 to amend the Fire By-law regarding notice delivery, forms and other miscellaneous amendments.

Director of Legal Services
June 13, 2023

BY-LAW NO.

A By-law to amend Fire By-law No. 12472 Regarding Notice Delivery, Forms and Other Miscellaneous Matters

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

1. This By-law amends the indicated provisions of Fire By-law No. 12472.
2. In Division B, Article 6.1.1.5.(1), Council strikes “fire extinguishing systems” and replaces it with “fire suppression systems, emergency lighting systems, exit sign systems”.
3. In Division A, Article 1.4.1.2, Council strikes the definition of “*Fire Chief*” and replaces it as follows:

“*Fire Chief* means the person appointed as such by Council pursuant to the Vancouver Charter, every Deputy Fire Chief, and every *member* authorized in writing to act on behalf of the *Fire Chief*.”.

4. In Division A, Article 1.4.1.2, Council adds a new definition of “Member” in correct alphabetical order as follows:

“*Member* means every employee of the fire department of the City of Vancouver whose duties include fire suppression, fire inspection, or fire investigation.”.

5. In Division C, Council adds a new Article 1.4.1.6 as follows:

“1.4.1.6 Appointment of Deputies

1) The Fire Chief may appoint one or more Deputy Fire Chiefs as considered necessary from time to time.”.

6. In Division C, Council adds a new Article 1.4.3.2.(2) and (3) as follows:

“2) The *Fire Chief* hereby authorizes every *Member* to issue a Notice of Violation in a form prescribed by the Fire Chief, and as amended by the Fire Chief from time to time.

3) The *Fire Chief* and every *Member* may issue a Fire Watch Order in a form prescribed by the Fire Chief, and as amended by the Fire Chief from time to time.”.

7. In Division C, Council adds after Article 1.4.3.4 a new Article 1.4.3.5 as follows:

“1.4.3.5. Delivery of Notice of Violation or a Fire Watch Order

- 1) A Notice of Violation, or a Fire Watch Order may be delivered by:
 - a) hand to an owner or representative of the owner, or an occupant of the premises,

- b) registered mail to the address of the owner as it appears on the records of the Assessment Authority of British Columbia,
 - c) regular mail to the address of the owner as it appears on the records of the Assessment Authority of British Columbia, and by posting a copy of it on the building, structure, facility or premises,
 - d) electronic mail to the electronic mail address of the owner or a representative of the owner, or
 - e) posting a copy of it on the building, structure, facility or premises.”.
8. 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.
9. 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 the Single Room Accommodation By-law No. 8733**

The attached By-law will implement Council's resolution of May 31, 2023 to amend the Single Room Accommodation By-law regarding miscellaneous amendments.

Director of Legal Services
June 13, 2023

BY-LAW NO. _____

**A By-law to amend the Single Room Accommodation By-law No. 8733
regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions of the Single Room Accommodation By-law No. 8733.

2. Council strikes the definition of “demolition” or “demolish” from section 1.2 and inserts the following in its place:

““demolition” or “demolish” means:

- (a) to pull, knock, or tear down or to raze, wholly or partially, a designated room, or
- (b) to allow a designated room in a building to become uninhabitable as a result of failing to maintain, repair or restore the building, or
- (c) to allow a designated room in a building to become so unsafe or so dilapidated or unclean that it results in the building, or one or more designated rooms in the building, being subject to an order under section 324A of the Vancouver Charter that it be demolished or removed;”.

3. Council strikes “seek issuance of” from section 4.1(a) and replaces it with “obtain”.

4. Council inserts “or the General Manager of Arts, Culture and Community Services” after “Council” in section 4.1(f).

5. Council inserts a new section 4.1A after section 4.1 as follows:

“4.1A A person who converts or demolishes a room must obtain a permit, even if the conversion or demolition occurs before the application for a permit is submitted.”.

6. Council inserts a new section 4.3A after section 4.3 as follows:

“4.3A Despite the provisions of section 4.2, an owner may also apply to the General Manager of Arts, Culture and Community Services for a permit approving the conversion or demolition of designated rooms in a building if the work approved by the permit will result in the loss of no more than 3 designated rooms in the building and the work will, in the opinion of the General Manager, result in improved livability or operations of the building and secure affordability of the converted or demolished rooms.”.

7. Council strikes section 4.3(b), (c), and (d) and replaces them with:

“(b) the conversion or demolition consists of altering a designated room in a manner that requires the relocation of a permanent resident; and

SCHEDULE A

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
1	210 ABBOTT ST.	PARCEL IDENTIFIER: 015-713-237 LOT 7 BLOCK 2 OLD GRANVILLE TOWNSITE PLAN 168	214 & 216 ABBOTT ST.	DOMINION HOTEL
2	320 ABBOTT ST.	PARCEL IDENTIFIER: 006-306-993 THE SOUTH 1/2 OF LOT 8 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 168		METROPOL E HOTEL
3	404 ABBOTT ST.	PARCEL IDENTIFIER: 006-854-796 LOT 1 BLOCK 29 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 006-854-826 LOT 2 BLOCK 29 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 006-854-842 THE WEST 10 FEET OF LOT 3 BLOCK 29 DISTRICT LOT 541 PLAN 210	418, 402 & 420 ABBOTT ST.; 84 W HASTINGS ST.	ABBOTT MANSIONS
4	455 ABBOTT ST.	PARCEL IDENTIFIER: 007-826-991 LOT 22 BLOCK 28 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER:007-827-032 LOT 23 BLOCK 28 DISTRICT LOT 541 PLAN 210		LOTUS HOTEL
5	313 ALEXANDER ST.	PARCEL IDENTIFIER: 015-818-551 LOT 3 BLOCK 39 DISTRICT LOT 196 PLAN 196		ROSS HOUSE

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
6	362 ALEXANDER ST.	PARCEL IDENTIFIER: 015-605-540 LOT 19 BLOCK 40 DISTRICT LOT 196 PLAN 196		EMPRESS ROOMS
7	500 & 502 ALEXANDER ST.	PARCEL IDENTIFIER: 015-602-923 LOT 1 BLOCK 42 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-602-931 LOT 2 BLOCK 42 DISTRICT LOT 196 PLAN 196	120 JACKSON AVE.	IMOUTO HOUSE
8	504 ALEXANDER ST.	PARCEL IDENTIFIER: 015-602-966 LOT 3 BLOCK 42 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-602-991 THE WEST 15 FEET OF LOT 4 BLOCK 42 DISTRICT LOT 196 PLAN 196		DECKER RESIDENCE
9	514 ALEXANDER ST.	PARCEL IDENTIFIER: 015-603-130 LOT 8 BLOCK 42 DISTRICT LOT 196 PLAN 196		PHOENIX APARTMENTS
10	610 ALEXANDER ST.	PARCEL IDENTIFIER: 015-598-136 LOT 2 BLOCK 43 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-598-144 LOT 3 BLOCK 43 DISTRICT LOT 196 PLAN 196	612 ALEXANDER ST.	LAUREL APARTMENTS
11	658 ALEXANDER ST.	PARCEL IDENTIFIER: 015-598-501 LOT 12 BLOCK 43 DISTRICT LOT 196 PLAN 196		STAR BEACH HAVEN
12	688 ALEXANDER ST.	PARCEL IDENTIFIER: 015-598-560 LOT 14 BLOCK 43 DISTRICT LOT 196 PLAN 196		OCEAN ROOMS/TRIPLE SIX
13	58 ALEXANDER ST.	PARCEL IDENTIFIER: 015-705-439 LOT 8 BLOCK 2 DISTRICT LOT 196 PLAN 184	59 POWELL ST.	ALEXANDER RESIDENCE

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
14	310 ALEXANDER ST.	PARCEL IDENTIFIER: 015-605-396 LOT 3 BLOCK 40 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER:015-605-400 LOT 4 BLOCK 40 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER:015-605-418 AMENDED LOT 5 (EXPLANATORY PLAN 3239) BLOCK 40 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-605-426 AMENDED LOT 6 (EXPLANATORY PLAN 3239) BLOCK 40 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-605-434 AMENDED LOT 7 (EXPLANATORY PLAN 3239) BLOCK 40 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-605-451 LOT 8 BLOCK 40 DISTRICT LOT 196 PLAN 196	320 ALEXANDER ST.	VETERANS MEMORIAL MANOR
15	313 CAMBIE ST.	PARCEL IDENTIFIER: 004-253-183 LOT A OF LOTS 10 AND 11 BLOCK 11 DISTRICT LOT 541 PLAN 218; PARCEL IDENTIFIER: 004-253-248 AMENDED LOT B (SEE175514L) OF LOTS 10 AND 11 BLOCK 11 DISTRICT LOT 541 PLAN 218	315, 317,319, 321, 323 & 325 CAMBIE ST.	DANNY'S INN/ROOMS
16	322 CAMBIE ST.	PARCEL IDENTIFIER: 011-747-684 THE SOUTH 25 FEET OF THE WEST 55 FEET OF LOT 8 BLOCK 4 OLD GRANVILLE TOWNSITE PLAN 168	324 CAMBIE ST.	MEVILLE ROOMS
17	340 CAMBIE ST.	PARCEL IDENTIFIER: 015-712-931 LOT D (REFERENCE PLAN 1645) OF LOTS 9 AND 10 BLOCK 4 OLD GRANVILLE TOWNSITE PLAN 168		GASTOWN HOSTEL
18	425 CAMPBELL AVE.	PARCEL IDENTIFIER: 004-766-105 LOT C (REFERENCE PLAN 342) OF LOTS 21 AND 22 BLOCK 66 DISTRICT LOT 181 PLAN 196	427 & 429 CAMPBELL AVE.	ST. ELMO HOTEL/ROOMS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
19	204 CARRALL ST.	PARCEL IDENTIFIER: 014-292-491 THE SOUTH 42 FEET OF LOT 27 BLOCK 7 DISTRICT LOT 196 PLAN 184	202 & 206 CARRALL ST.	GLORY HOTEL
20	309 CARRALL ST.	PARCEL IDENTIFIER: 007-665-610 THE EAST PART OF LOT 1 (REFERENCE PLAN 132) BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 168	307, 313 & 315 CARRALL ST.; 2 & 6 W CORDOVA ST.	RAINIER HOTEL
21	412 CARRALL ST.	PARCEL IDENTIFIER: 003-545-725 LOT 1 BLOCK 13 DISTRICT LOT 196 PLAN 184		PENNSYLVANIA HOTEL
22	488 CARRALL ST.	PARCEL IDENTIFIER: 010-870-679 LOT A BLOCK 13 DISTRICT LOT 196 PLAN 6567		WEST HOTEL
23	189 COLUMBIA ST.	PARCEL IDENTIFIER: 015-705-455 LOT 9 BLOCK 2 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-705-471 LOT 10 BLOCK 2 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-705-544 LOT 11, EXCEPT PART IN REFERENCE PLAN 1441, BLOCK 2 DISTRICT LOT 196 PLAN 184.	103 COLUMBIA ST.; 91 & 99 POWELL ST.	ALEXANDER COURT
24	303 COLUMBIA ST.	PARCEL IDENTIFIER: 015-691-241 LOT 16 BLOCK 8 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-691-276 LOT 17 BLOCK 8 DISTRICT LOT 196 PLAN 184	321 COLUMBIA ST.	NEW COLUMBIA HOTEL
25	351 COLUMBIA ST.	PARCEL IDENTIFIER: 005-320-861, Lot 18 and Parcel Identifier: 014-950-219, Lot 19 and Parcel Identifier: 014-950-481, Lot 20, all of Block 8 District Lot 196 Plan 184	369 & 375 COLUMBIA ST.	EVERGREEN ROOMS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
26	412 COLUMBIA ST.	PARCEL IDENTIFIER: 015-670-775 LOT A (REFERENCE PLAN 213) OF 27 BLOCK 12 DISTRICT LOT 196 PLAN 184.	100 E HASTINGS ST.; 410 COLUMBIA ST.	COSY CORNER INN
27	414 COLUMBIA ST.	PARCEL IDENTIFIER: 005-242-991 THE SOUTH 50 FEET OF LOT 27 BLOCK 12 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER:005-242-983 LOT 28 BLOCK 12 DISTRICT LOT 196 PLAN 184	416 & 420 COLUMBIA ST.; 106 E HASTINGS ST.	YIN PING BENEVOLENT SOC.
28	42 E CORDOVA ST.	PARCEL IDENTIFIER: 015-691-144 LOT 9 BLOCK 8 DISTRICT LOT 196 PLAN 184		CENTRAL RESIDENCE
29	50 E CORDOVA ST.	PARCEL IDENTIFIER: 012-633-861 LOT 11 BLOCK 8 DISTRICT LOT 196 PLAN 184	52 E CORDOVA ST.	WONDER ROOMS
30	54 E CORDOVA ST.	PARCEL IDENTIFIER: 015-691-217 LOT 12 BLOCK 8 DISTRICT LOT 196 PLAN 184	56 E CORDOVA ST.	CORDOVA'S RESIDENCE
31	100 E CORDOVA ST.	PARCEL IDENTIFIER: 024-756-989 PARCEL B BLOCK 9 DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP45079	302 COLUMBIA ST.	BRIDGE HOUSING
32	139 E CORDOVA ST.	PARCEL IDENTIFIER: 004-410-785 LOT 15 BLOCK 6 DISTRICT LOT 196 PLAN 184		UNITED ROOMS
33	512 E CORDOVA ST.	PARCEL IDENTIFIER: 015-584-216 LOT 3 BLOCK 58 DISTRICT LOT 196 PLAN 196		SMILEY'S ROOMS
34	9 W CORDOVA ST.	PARCEL IDENTIFIER: 009-354-492 LOT B BLOCK 2 OLD GRANVILLE TOWNSITE PLAN 10753	1 W CORDOVA ST.	BOULDER ROOMS
35	50 W CORDOVA ST.	PARCEL IDENTIFIER: 015-713-067 LOT 5 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 168		HILDON HOTEL

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
36	57 W CORDOVA ST.	PARCEL IDENTIFIER: 004-776-151 PARCEL A (REFERENCE PLAN 1457) OF LOT 11 BLOCK 2 OLD GRANVILLE TOWNSITE PLAN 168		TRAVELLER'S HOTEL
37	368 E CORDOVA ST.	PARCEL IDENTIFIER: 007-630-671 LOT A BLOCK 56 DISTRICT LOT 196 PLAN 15730		CORDOVA HOUSE
38	420 E CORDOVA ST.	PARCEL IDENTIFIER: 007-209-223 LOT B BLOCK 57 DISTRICT LOT 196 PLAN 18161	412 E CORDOVA ST.	HUGH BIRD RESIDENCE
39	450 E CORDOVA ST.	PARCEL IDENTIFIER: 007-756-836 LOT A BLOCK 57 DISTRICT LOT 196 PLAN 14669		OPPENHEIMER LODGE
40	535 E CORDOVA ST.	PARCEL IDENTIFIER: 007-584-466 LOT A BLOCK 53 DISTRICT LOT 196 PLAN 16055		ANTOINETTE LODGE
41	604 E CORDOVA ST.	PARCEL IDENTIFIER: 023-179-732 PARCEL A DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP24681	616 E CORDOVA ST.	UNION GOSPEL MISSION
42	143 DUNLEVY AVE.	PARCEL IDENTIFIER: 011-948-302 LOT 22 BLOCK 40 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 011-948-311 LOT 23 BLOCK 40 DISTRICT LOT 196 PLAN 196	131,135 & 139 DUNLEVY AVE.; 395, 397 & 399 POWELL ST.	SEREENA'S PLACE
43	500 DUNSMUIR ST.	PARCEL IDENTIFIER: 015-471-594 LOT 37 BLOCK 44 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 015-471-608 LOT 38 BLOCK 44 DISTRICT LOT 541 PLAN 210 ; PARCEL IDENTIFIER: 015-471-616 LOT 39 BLOCK 44 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 015-471-624 LOT 40 BLOCK 44 DISTRICT LOT 541 PLAN 210		DUNSMUIR HOUSE

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
44	208 E GEORGIA ST.	PARCEL IDENTIFIER: 015-644-278 LOT 1 BLOCK 20 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-644-286 LOT 2 BLOCK 20 DISTRICT LOT 196 PLAN 184	212 E GEORGIA ST; 700 MAIN ST.	Aa yin
45	221 E GEORGIA ST.	PARCEL IDENTIFIER: 015-662-128 LOT 12 BLOCK 17 DISTRICT LOT 196 PLAN 184		
46	291 E GEORGIA ST.	PARCEL IDENTIFIER: 015-258-904 LOT D OF LOTS 25 AND 26 BLOCK 17 DISTRICT LOT 196 PLAN 500	293 E GEORGIA ST.	ARNO ROOMS
47	527 E GEORGIA ST.	PARCEL IDENTIFIER: 015-145-638 LOT 26 BLOCK 85 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-145-654 LOT 27 BLOCK 85 DISTRICT LOT 196 PLAN 196	531 & 533 E GEORGIA ST.	METRO RESIDENCE
48	628 E GEORGIA ST.	PARCEL IDENTIFIER: 003-492-745 LOT 6 BLOCK 91 DISTRICT LOT 196 PLAN 196	630 E GEORGIA ST.	
49	634 E GEORGIA ST.	PARCEL IDENTIFIER: 011-697-482 LOT 7 BLOCK 91 DISTRICT LOT 196 PLAN 196		GEORGIA ROOMS
50	1218 E GEORGIA ST.	PARCEL IDENTIFIER: 014-596-601 THE EAST 1/2 OF LOT 2, EXCEPT THE SOUTH 10 FEET NOW LANE, OF LOT 19 BLOCK A DISTRICT LOT 182 PLAN 176		
51	876 GRANVILLE ST.	PARCEL IDENTIFIER: 025-444-638 LOT B BLOCK 63 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP277	872 & 874 GRANVILLE ST.	STATE HOTEL
52	936 GRANVILLE ST.	PARCEL IDENTIFIER: 013-152-637 LOT 8 BLOCK 73 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 013-152-645 LOT 9 BLOCK 73 DISTRICT LOT 541 PLAN 210	932 GRANVILLE ST.	SIESTA ROOMS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
53	1044 GRANVILLE ST.	PARCEL IDENTIFIER: 015-486-559 LOT 8 BLOCK 83 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 015-486-567 LOT 9 BLOCK 83 DISTRICT LOT 541 PLAN 210	1046 & 1048 GRANVILLE ST.	REGAL HOTEL
54	1060 GRANVILLE ST.	PARCEL IDENTIFIER: 015-486-656 LOT 12 BLOCK 83 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER:015-486-672 LOT 13 BLOCK 83 DISTRICT LOT 541 PLAN 210	1062 GRANVILLE ST.	VOGUE HOTEL
55	1125 GRANVILLE ST.	PARCEL IDENTIFIER: 003-533-476 LOT 33 BLOCK 92 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER:003-533-484 LOT 34 BLOCK 92 DISTRICT LOT 541 PLAN 210	1127 GRANVILLE ST.	HOTEL CLIFTON
56	1161 GRANVILLE ST.	PARCEL IDENTIFIER: 012-594-229 LOT 26 BLOCK 92 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 012-594-237 LOT 27 BLOCK 92 DISTRICT LOT 541 PLAN 210	1163 GRANVILLE ST.	ST. HELEN'S HOTEL
57	1261 GRANVILLE ST.	PARCEL IDENTIFIER: 015-476-120 LOT 26 BLOCK 102 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 015-476-197 LOT 27 BLOCK 102 DISTRICT LOT 541 PLAN 210	1259 & 1263 GRANVILLE ST.	GRANVILLE HOTEL
58	1300 GRANVILLE ST.	PARCEL IDENTIFIER: 009-533-419 LOT 1 BLOCK 113 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 009-533-427 LOT 2 BLOCK 113 DISTRICT LOT 541 PLAN 210		YALE HOTEL
59	553 HAMILTON ST.	PARCEL IDENTIFIER: 015-488-098 LOT 18 BLOCK 36 DISTRICT LOT 541 PLAN 210	555 HAMILTON ST.	DEL MAR HOTEL

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
60	25 E HASTINGS ST.	PARCEL IDENTIFIER: 015-691-331 LOT 29 BLOCK 8 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER:015-691-357 LOT 30 BLOCK 8 DISTRICT LOT 196 PLAN 184		DODSON ROOMS
61	101 E HASTINGS ST.	PARCEL IDENTIFIER: 007-252-897 LOT 25 BLOCK 9 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 007-252-927 LOT 26 BLOCK 9 DISTRICT LOT 196 PLAN 184	360 COLUMBIA ST.	SUNRISE HOTEL
62	103 E HASTINGS ST.	PARCEL IDENTIFIER: 010-184-414 AMENDED LOT 24 (SEE 67956K) BLOCK 9 DISTRICT LOT 196 PLAN 184	105 E HASTINGS ST.	ACADEMY HOUSE
63	122 E HASTINGS ST.	PARCEL IDENTIFIER: 004-440-765 LOT 31 BLOCK 12 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 004-440-773 LOT 32 BLOCK 12 DISTRICT LOT 196 PLAN 184		BRANDIZ HOTEL
64	137 E HASTINGS ST.	PARCEL IDENTIFIER: 015-686-647 LOT 18 BLOCK 9 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-686-078 LOT 19 BLOCK 9 DISTRICT LOT 196 PLAN 184	139 E HASTINGS ST.	WEST INN
65	159 E HASTINGS ST.	PARCEL IDENTIFIER: 015-686-531 THE WEST 0.5 FEET OF LOT 13 BLOCK 9 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-685-926 LOT 14 BLOCK 9 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-685-951 LOT 15 BLOCK 9 DISTRICT LOT 196 PLAN 184		BALMORAL HOTEL

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
66	160 E HASTINGS ST.	PARCEL IDENTIFIER: 013-263-072 LOT 39 BLOCK 12 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 013-263-111 LOT 40 BLOCK 12 DISTRICT LOT 196 PLAN 184		REGENT HOTEL
67	166 E HASTINGS ST.	PARCEL IDENTIFIER: 004-568-273 LOT 42 BLOCK 12 DISTRICT LOT 196 PLAN 184		ROOSEVELT HOTEL
68	177 E HASTINGS ST.	PARCEL IDENTIFIER: 015-685-730 LOT 11 BLOCK 9 DISTRICT LOT 196 PLAN 184	179 E HASTINGS ST.	WASHINGTON HOTEL
69	235 E HASTINGS ST.	PARCEL IDENTIFIER: 015-684-091 LOT 11 BLOCK 10 DISTRICT LOT 196 PLAN 184		EMPRESS HOTEL
70	237 E HASTINGS ST.	PARCEL IDENTIFIER: 014-892-553 LOT 12 BLOCK 10 DISTRICT LOT 196 PLAN 184		PHOENIX HOTEL
71	239 E HASTINGS ST.	PARCEL IDENTIFIER: 015-684-105 LOT 13 BLOCK 10 DISTRICT LOT 196 PLAN 184	241 E HASTINGS ST.	BELMONT HOTEL/ROOMS
72	242 E HASTINGS ST.	PARCEL IDENTIFIER: 011-692-103 LOT 32 BLOCK 11 DISTRICT LOT 196 PLAN 184	244 E HASTINGS ST.	MT EVEREST ROOMS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
73	249 E HASTINGS ST.	PARCEL IDENTIFIER: 015-684-121 LOT 15 BLOCK 10 DISTRICT LOT 196 PLAN 184	251 E HASTINGS ST.	AFTON HOTEL ROOMS
74	258 E HASTINGS ST.	PARCEL IDENTIFIER: 015-679-926 LOT 29 BLOCK 11 DISTRICT LOT 196 PLAN 184	260 E HASTINGS ST.	SAVOY HOTEL
75	261 E HASTINGS ST.	PARCEL IDENTIFIER: 002-860-210 LOT 18 BLOCK 10 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 002-860-368 LOT 19 BLOCK 10 DISTRICT LOT 196 PLAN 184	263 & 265 E HASTINGS ST.	WALTON HOTEL
76	341 E HASTINGS ST.	PARCEL IDENTIFIER: 015-584-771 LOT 28 BLOCK 56 DISTRICT LOT 196 PLAN 196	343 E HASTINGS ST.	SUNWEST HOTEL
77	344 E HASTINGS ST.	PARCEL IDENTIFIER: 015-577-015 LOT 9 BLOCK 71 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-577-023 LOT 10 BLOCK 71 DISTRICT LOT 196 PLAN 196	342 & 346 E HASTINGS ST.	HAZELWOOD HOTEL
78	367 E HASTINGS ST.	PARCEL IDENTIFIER: 011-177-225 LOT 23 BLOCK 56 DISTRICT LOT 196 PLAN 196	369 E HASTINGS ST.	HOLBORN HOTEL
79	389 E HASTINGS ST.	PARCEL IDENTIFIER: 015-584-721 LOT 19 BLOCK 56 DISTRICT LOT 196 PLAN 196		

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
80	403 E HASTINGS ST.	PARCEL IDENTIFIER: 012-175-030 LOT 30 BLOCK 57 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 012-175-048 LOT 31 BLOCK 57 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 012-175-056 LOT 32 BLOCK 57 DISTRICT LOT 196 PLAN 196		PATRICIA HOTEL
81	456 E HASTINGS ST.	PARCEL IDENTIFIER: 015-578-054 LOT 11 BLOCK 70 DISTRICT LOT 196 PLAN 196		ORWELL HOTEL
82	561 E HASTINGS ST.	PARCEL IDENTIFIER: 015-584-267 LOT 20 BLOCK 58 DISTRICT LOT 196 PLAN 196	563 E HASTINGS ST.	PATRICK ANTHONY RESIDENCE
83	375 PRINCESS AVE.	PARCEL IDENTIFIER: 015-584-232 LOT 17 BLOCK 58 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-584-241 LOT 18 BLOCK 58 DISTRICT LOT 196 PLAN 196	573 & 577 E HASTINGS ST.; 335 PRINCESS AVE.	CARL ROOMS
84	635 E HASTINGS ST.	PARCEL IDENTIFIER: 007-955-014 LOT 26 BLOCK 59 DISTRICT LOT 196 PLAN 196	637 E HASTINGS ST.	SHAMROCK HOTEL
85	769 E HASTINGS ST.	PARCEL IDENTIFIER: 012-331-791 LOT 26 BLOCK 60 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 012-331-813 LOT 27 BLOCK 60 DISTRICT LOT 181 PLAN 196		ASTORIA HOTEL
86	786 E HASTINGS ST.	PARCEL IDENTIFIER: 014-230-810 LOT 17 BLOCK 67 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 014-230-844 LOT 18 BLOCK 67 DISTRICT LOT 181 PLAN 196	782 & 784 E HASTINGS ST.	WOODBINE HOTEL

	COLUMN 1: MAIN CIVIC ADDRESS(E S)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
87	872 E HASTINGS ST.	PARCEL IDENTIFIER: 015-577-937 LOT 15 BLOCK 66 DISTRICT LOT 181 PLAN 196		
88	1168 E HASTINGS ST.	PARCEL IDENTIFIER: 007-763-301 LOT 14 BLOCK 14 OF BLOCK A DISTRICT LOT 182 PLAN 355		VERNON APARTMENTS
89	1190 E HASTINGS ST.	PARCEL IDENTIFIER: 009-103-732 LOT 17 BLOCK 14 OF BLOCK A DISTRICT LOT 182 PLAN 355	1192 E HASTINGS ST.;; 403, 405 & 407 VERNON DR.	ST. CLAIR NO. 2
90	5 W HASTINGS ST.	PARCEL IDENTIFIER: 014-235-234 THE EAST 26 FEET OF LOT 16 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 168		CANADIAN NORTH STAR
91	7 W HASTINGS ST.	PARCEL IDENTIFIER: 015-713-164 LOT 16, EXCEPT THE EAST 26 FEET, BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 168	9 & 11 W HASTINGS ST.	BEACON HOTEL
92	18 W HASTINGS ST.	PARCEL IDENTIFIER: 015-650-944 LOT 15, EXCEPT PART IN REFERENCE PLAN 895A, BLOCK 29 DISTRICT LOT 541 PLAN 210	16 W HASTINGS ST.	BURNS BLOCK
93	20 W HASTINGS ST.	PARCEL IDENTIFIER: 023-051-442 LOT K BLOCK 29 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP22692	30 W HASTINGS ST.	NEW PORTLAND HOTEL
94	29 W HASTINGS ST.	PARCEL IDENTIFIER: 011-882-093 LOT C OF LOTS 13, 14 AND 15 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 1193	31 W HASTINGS ST.	COSMOPOLITAN HOTEL
95	33 W HASTINGS ST.	PARCEL IDENTIFIER: 011-698-641 LOT B OF LOTS 13 TO 15 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 1193		CHELSEA INN
96	35 W HASTINGS ST.	PARCEL IDENTIFIER: 014-879-697 LOT A OF LOTS 13 TO 15 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 1193	37 W HASTINGS ST.	PALACE HOTEL

	COLUMN 1: MAIN CIVIC ADDRESS(E S)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
97	74 W HASTINGS ST.	PARCEL IDENTIFIER: 015-499-871 LOT 3, EXCEPT THE WEST 10 FEET, BLOCK 29 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 015-499-855 LOT 4 BLOCK 29 DISTRICT LOT 541 PLAN 210	78 W HASTINGS ST.	GRAND UNION HOTEL
98	106 W HASTINGS ST.	PARCEL IDENTIFIER: 003-414-825 THE EAST 24.5 FEET OF LOT 20 BLOCK 28 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 003-413-209 LOT 21 BLOCK 28 DISTRICT LOT 541 PLAN 210	100, 102 & 104 W HASTINGS ST.; 415, 419, 421, 423 & 435 ABBOTT ST.	ARGYLE HOTEL/ARGYLE HOUSE
99	116 W HASTINGS ST.	PARCEL IDENTIFIER: 009-180-061 LOT 16 BLOCK 28 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFICATION: 009-180-079 LOT 17 BLOCK 28 DISTRICT LOT 541 PLAN 210	118 & 120 W HASTINGS ST.	GOLDEN CROWN HOTEL
100	404 HAWKS ST.	PARCEL IDENTIFIER: 015-577- 686 THE NORTH 1/2 OF LOT 1 BLOCK 66 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 015-577-783 THE NORTH 1/2 OF LOT 2 BLOCK 66 DISTRICT LOT 181 PLAN 196	800 & 802 E HASTINGS ST.	RICE BLOCK
101	209 HEATLEY ST.	PARCEL IDENTIFIER:015-587-142 LOT 15 BLOCK 52 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER:015-587-169 LOT 16 BLOCK 52 DISTRICT LOT 196 PLAN 196	686 POWELL ST.	HARBOUR FRONT HOSTEL
102	407 & 417 HEATLEY AVE. ; 684 E HASTINGS ST.	PARCEL IDENTIFIER: 015-576-493 LOT 14 BLOCK 68 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER:015-576-507 LOT 15 BLOCK 68 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-576-515 LOT 16 BLOCK 68 DISTRICT LOT 196 PLAN 196	688, 692, 694 & 696 E HASTINGS ST.; 409 & 419 HEATLEY AVE.	HEATLEY APARTMENTS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
103	1119 HORNBY ST.	PARCEL IDENTIFIER: 008-192-235 LOT 34 BLOCK 90 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 008-192-243 LOT 35 BLOCK 90 DISTRICT LOT 541 PLAN 210	1117 HORNBY ST.	MURRAY HOTEL
104	306 JACKSON AVE.	PARCEL IDENTIFIER: 006-584-969 LOT C BLOCK 58 DISTRICT LOT 196 PLAN 20525	322 JACKSON AVE.; 500 & 508 E CORDOVA ST.	B.C. ROOMS/JACKS ON ROOMS
105	218 KEEFER ST.	PARCEL IDENTIFIER: 006-034-195 LOT 41 BLOCK 17 DISTRICT LOT 196 PLAN 184	222 KEEFER ST.	KEEFER ROOMS
106	240 KEEFER ST.	PARCEL IDENTIFIER: 006-915-566 LOT 38 BLOCK 17 DISTRICT LOT 196 PLAN 184		LUNG JEN BENEVOLENT
107	542 KEEFER ST.	PARCEL IDENTIFIER: 015-565-360 LOT 9 BLOCK 85 DISTRICT LOT 196 PLAN 196		
108	558 KEEFER ST.	PARCEL IDENTIFIER: 015-565-459 LOT 12 BLOCK 85 DISTRICT LOT 196 PLAN 196	560 KEEFER ST.	KEEFER LODGE
109	727 KEEFER ST.	PARCEL IDENTIFIER: 015-576-337 LOT 35 BLOCK 76 DISTRICT LOT 181 PLAN 196		
110	812 KEEFER ST.	PARCEL IDENTIFIER: 004-262-794 LOT 3 BLOCK 82 DISTRICT LOT 181 PLAN 196		
111	117 MAIN ST.	PARCEL IDENTIFIER: 004-207-882 LOT 4 BLOCK 3 DISTRICT LOT 196 PLAN 184	119 MAIN ST.	MAIN HOTEL/ROOMS
112	205 MAIN ST.	PARCEL IDENTIFIER: 008-547-009 LOT 1 BLOCK 6 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 008-547-017 LOT 2 BLOCK 6 DISTRICT LOT 196 PLAN 184	203 MAIN ST.	NO. 5 ORANGE
113	235 MAIN ST.	PARCEL IDENTIFIER: 015-697-266 LOT 7 BLOCK 6 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 006-934-161 LOT 8 BLOCK 6 DISTRICT LOT 196 PLAN 184	233, 237 & 239 MAIN ST.	JUBILEE ROOMS
114	172 E. CORDOVA ST.	PARCEL IDENTIFIER: 002-442-442 LOT 1 BLOCK 9 DISTRICT LOT 196 PLAN 184	305 MAIN ST.; E CORDOVA ST.	JAY ROOMS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
115	307 MAIN ST.	PARCEL IDENTIFIER: 015-685-390 LOT 2 BLOCK 9 DISTRICT LOT 196 PLAN 184	309 & 311 MAIN ST.	VET'S ROOMS
116	507 MAIN ST.	PARCEL IDENTIFIER: 015-666-425 LOT 3 BLOCK 15 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-666-778 THE SOUTH 1 FOOT OF LOT 2 (REFERENCE PLAN 761) LOCK 15 DISTRICT LOT 196 PLAN 184	509 MAIN ST.	PACIFIC ROOMS
117	796 MAIN ST.	PARCEL IDENTIFIER: 015-644-316 LOT 10 BLOCK 20 DISTRICT LOT 196 PLAN 184		CREEKSIDE STUDENTS RESIDENCES
118	917 MAIN ST.	PARCEL IDENTIFIER: 015-642-623 LOT 2 BLOCK 23 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-642-631 LOT 3 BLOCK 23 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-642-640 LOT 4 BLOCK 23 DISTRICT LOT 196 PLAN 184	915 MAIN ST.	COBALT HOTEL
119	928 MAIN ST.	PARCEL IDENTIFIER: 014-568-845 LOT 6 BLOCK 24 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 014-568-853 LOT 7 BLOCK 24 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 014-568-888 THE NORTH 1.5 FEET OF THE EAST 49.42 FEET OF LOT 8 (REFERENCE PLAN 516A) BLOCK 24 DISTRICT LOT 196 PLAN 184	930 MAIN ST.	AMERICAN HOTEL
120	956 MAIN ST.	PARCEL IDENTIFIER: 004-284-968 LOT 12 BLOCK 24 DISTRICT LOT 196 PLAN 184	958 MAIN ST.	THORTON PARK HOTEL
121	1012 MAIN ST.	PARCEL IDENTIFIER: 015-642-488 LOT 18 BLOCK 24 DISTRICT LOT 196 PLAN 184	1014 MAIN ST.	STATION HOTEL

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122	1038 MAIN ST.	PARCEL IDENTIFIER: 007-603-916 LOT 22 BLOCK 24 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 007-603-932 LOT 23 BLOCK 24 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 007-603-967 LOT 24 BLOCK 24 DISTRICT LOT 196 PLAN 184		IVANHOE HOTEL
123	100 E PENDER ST.	PARCEL IDENTIFIER: 015-666-603 LOT 24 BLOCK 15 DISTRICT LOT 196 PLAN 184	102 E PENDER ST.	NEW SUN AH HOTEL
124	110 E PENDER ST.	PARCEL IDENTIFIER: 015-666-611 LOT 26 BLOCK 15 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-666-808 LOT 27 EXCEPT PART IN REFERENCE PLAN 450, BLOCK 15 DISTRICT LOT 196 PLAN 184	112 & 116 E PENDER ST.	CHINESE FREMASON'S
125	137 E PENDER ST.	PARCEL IDENTIFIER: 015-670-554 LOT 15 BLOCK 12 DISTRICT LOT 196 PLAN 184	139 E PENDER ST.	ASIA HOTEL
126	228 E PENDER ST.	PARCEL IDENTIFIER: 015-664-171 LOT 37 BLOCK 16 DISTRICT LOT 196 PLAN 184	230 E PENDER ST.	
127	258 E PENDER ST.	PARCEL IDENTIFIER: 015-664-023 LOT 30 BLOCK 16 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-664-040 LOT 31 BLOCK 16 DISTRICT LOT 196 PLAN 184 ; PARCEL IDENTIFIER: 015-664-066 LOT 32 BLOCK 16 DISTRICT LOT 196 PLAN 184	254, 256, 260,& 262 E PENDER ST.	MAY WAH HOTEL
128	300 E PENDER ST.	PARCEL IDENTIFIER: 008-706-212 LOT A BLOCK 122 DISTRICT LOT 196 PLAN 13208		CHINA VILLA

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
129	349 E PENDER ST.	PARCEL IDENTIFIER: 006-688-381 LOT 21 BLOCK 71 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 006-688-462 THE EAST 1/2 OF LOT 22 BLOCK 71 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 014-685-396 THE WEST 1/2 OF LOT 22 BLOCK 71 DISTRICT LOT 196 PLAN 196	359 E PENDER ST.	
130	431 E PENDER ST.	PARCEL IDENTIFIER: 015-578-771 LOT 26 BLOCK 70 DISTRICT LOT 196 PLAN 196		PINE CRANE VILLA
131	575 E PENDER ST.	PARCEL IDENTIFIER: 015-677-311 LOT 19 BLOCK 69 DISTRICT LOT 196 PLAN 196	577 E PENDER ST.	ARLINGTON ROOMS
132	832 E PENDER ST.	PARCEL IDENTIFIER: 015-574-091 LOT 7 BLOCK 77 DISTRICT LOT 181 PLAN 196	836 E PENDER ST.	PENDER RESIDENCE
133	853 E PENDER ST.	PARCEL IDENTIFIER: 015-578-402 LOT 29 BLOCK 66 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 015-578-411 LOT 30 BLOCK 66 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 015-578-429 LOT 31 BLOCK 66 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER:015-578-437 LOT 32 BLOCK 66 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 015-578-453 LOT 33 BLOCK 66 DISTRICT LOT 181 PLAN 196; PARCEL IDENTIFIER: 015-578-461 LOT 34 BLOCK 66 DISTRICT LOT 181 PLAN 196		ROSE GARDEN CO-OP
134	31 W PENDER ST.	PARCEL IDENTIFIER: 009-432-736 LOT B (SEE 363856L) OF LOT 31 BLOCK 29 DISTRICT LOT 541 PLAN 210		Skwachàys Lodge

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
135	81 W PENDER ST.	PARCEL IDENTIFIER: 006-116-540 LOT 39 BLOCK 29 DISTRICT LOT 541 PLAN 210	83 W PENDER ST.	ARCO HOTEL
136	165 W PENDER ST.	PARCEL IDENTIFIER: 010-401-113 LOT 34 BLOCK 28 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 010-401-130 LOT 35 BLOCK 28 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 015-501-922, LOT 36 BLOCK 28 DISTRICT LOT 541 PLAN 210	163 & 167 W PENDER ST., 175 W. PENDER ST.	AVALON HOTEL / ROOMS
137	429 W PENDER ST.	PARCEL IDENTIFIER: 003-122-620 LOT 16 BLOCK 25 DISTRICT LOT 541 PLAN 210	433 W PENDER ST.	PARK HOTEL APARTMENTS
138	620 W PENDER ST.	PARCEL IDENTIFIER: 009-123-636 LOT 7 BLOCK 33 DISTRICT LOT 541 PLAN 210	622 W PENDER ST.	PENDER PLACE HOTEL
139	43 POWELL ST.	PARCEL IDENTIFIER: 006-926-908 LOT B BLOCK 2 DISTRICT LOT 196 PLAN 19896	41,45 & 49 POWELL ST.	EUROPE HOTEL
140	55 POWELL ST.	PARCEL IDENTIFIER: 015-705-404 LOT 7 BLOCK 2 DISTRICT LOT 196 PLAN 184		GRAND TRUNK ROOMS
141	124 POWELL ST.	PARCEL IDENTIFIER: 015-697-452 LOT 33 BLOCK 6 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 015-697-461 LOT 34 BLOCK 6 DISTRICT LOT 196 PLAN 184	122 POWELL ST.	HAMPTON HOTEL
142	134 POWELL ST.	PARCEL IDENTIFIER: 004-340-353 LOT 36 BLOCK 6 DISTRICT LOT 196 PLAN 184; PARCEL IDENTIFIER: 004-340-370 LOT 37 BLOCK 6 DISTRICT LOT 196 PLAN 184	132 & 136 POWELL ST.	LUCKY LODGE
143	259 POWELL ST.	PARCEL IDENTIFIER: 015-701-476 LOT 17 BLOCK 4 DISTRICT LOT 196 PLAN 184	261 POWELL ST.	YORK ROOMS

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
144	316 POWELL ST.	PARCEL IDENTIFIER: 015-601-064 LOT 4 BLOCK 55 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-601-242 LOT 5 BLOCK 55 DISTRICT LOT 196 PLAN 196	318 & 324 POWELL ST.	LION HOTEL
145	326 POWELL ST.	PARCEL IDENTIFIER: 015-601-919 LOT 6 BLOCK 55 DISTRICT LOT 196 PLAN 196	328 POWELL ST.	KING ROOMS
146	346 POWELL ST.	PARCEL IDENTIFIER: 015-601-935 LOT 9 BLOCK 55 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-601-943 LOT 10 BLOCK 55 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-601-951 LOT 11 BLOCK 55 DISTRICT LOT 196 PLAN 196	342,344,348 & 350 POWELL ST.	CENTENNIAL ROOMS
147	376 POWELL ST.	PARCEL IDENTIFIER: 015-602-001 LOT 15 BLOCK 55 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-602-176 LOT 16 BLOCK 55 DISTRICT LOT 196 PLAN 196	374 POWELL ST.	SAKURA-SO
148	390 POWELL ST.	PARCEL IDENTIFIER: 011-924-764 LOT 18 BLOCK 55 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 011-924-772 LOT 19 BLOCK 55 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 011-924-781 LOT 20 BLOCK 55 DISTRICT LOT 196 PLAN 196	394,396 & 398 POWELL ST.; 211 & 215 DUNLEVY AVE.	NEW WORLD HOTEL
149	401 POWELL ST.	PARCEL IDENTIFIER: 003-430-707 LOT 31 BLOCK 41 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 003-430-693 LOT 32 BLOCK 41 DISTRICT LOT 196 PLAN 196	403 POWELL ST.	MARR HOTEL

	COLUMN 1: MAIN CIVIC ADDRESS(ES)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
150	556 POWELL ST.	PARCEL IDENTIFIER: 015-586-057 LOT 12 BLOCK 53 DISTRICT LOT 196 PLAN 196	558 POWELL ST.	POWELL ROOMS
151	566 POWELL ST.	PARCEL IDENTIFIER: 008-373-558 LOT 13 BLOCK 53 DISTRICT LOT 196 PLAN 196		PHOENIX APTS
152	568 POWELL ST.	PARCEL IDENTIFIER: 010-344-063 LOT 14 BLOCK 53 DISTRICT LOT 196 PLAN 196		HAMPTON ROOMS
153	215 PRINCESS AVE.	PARCEL IDENTIFIER: 015-586-073 LOT 15 BLOCK 53 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-586-090 LOT 16 BLOCK 53 DISTRICT LOT 196 PLAN 196	578, 580 & 582 POWELL ST.	PRINCESS LODGE
154	230 PRINCESS AVE.	PARCEL IDENTIFIER: 015-047-105 LOT D OF LOTS 31 AND 32 BLOCK 52 DISTRICT LOT 196 PLAN 971		HARBOUR ROOMS
155	236 PRINCESS AVE.	PARCEL IDENTIFIER: 010-156-518 LOT C OF LOTS 31 AND 32 BLOCK 52 DISTRICT LOT 196 PLAN 971		
156	553 PRIOR ST.	PARCEL IDENTIFIER: 015-562-174 LOT 22, EXCEPT THE NORTH 6 FEET NOW LANE, BLOCK 102 DISTRICT LOT 196 PLAN 196		HING MEE SOCIETY

	COLUMN 1: MAIN CIVIC ADDRESS(E S)	COLUMN 2: LEGAL DESCRIPTION	COLUMN 3: SECONDARY CIVIC ADDRESS(ES)	COLUMN 4: CURRENT NAME OF BUILDING
157	518 RICHARDS ST.	PARCEL IDENTIFIER: 012-520-896 LOT 34, EXCEPT THE SOUTH 0.083 FEET, BLOCK 35 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 012-520-918 LOT 35 BLOCK 35 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 012-520-942 LOT 36 BLOCK 35 DISTRICT LOT 541 PLAN 210		MARBLE ARCH HOTEL
158	1203 SEYMOUR ST.	PARCEL IDENTIFIER: 015-344-835 LOT C (SEE 579565L) OF LOTS 37 AND 38 BLOCK 103 DISTRICT LOT 541 PLAN 210	612 DAVIE ST.	CANADIAN HOTEL
159	716 SMITHE ST.	PARCEL IDENTIFIER: 012-849-235 LOT 37 BLOCK 72 DISTRICT LOT 541 PLAN 210; PARCEL IDENTIFIER: 012-849-243 LOT 38 BLOCK 72 DISTRICT LOT 541 PLAN 210	901 GRANVILLE ST.; 722 SMITHE ST.	GRESHAM
160	320 UNION ST.	PARCEL IDENTIFIER: 015-555-216 LOT 4 BLOCK 104 DISTRICT LOT 196 PLAN 196; PARCEL IDENTIFIER: 015-555-232 THE WEST 1/2 OF LOT 5 BLOCK 104 DISTRICT LOT 196 PLAN 196		
161	406 UNION ST.	PARCEL IDENTIFIER: 011-151-811 LOT A OF LOTS 1 AND 2 BLOCK 103 DISTRICT LOT 196 PLAN 775	408 & 410 UNION ST.	LOW YOUNG COURT
162	468 UNION ST.	PARCEL IDENTIFIER: 013-487-957 LOT 14, EXCEPT THE SOUTH 6 FEET NOW LANE, BLOCK 103 DISTRICT LOT 196 PLAN 196		LUCKY ROOMS
163	112 WATER ST.	PARCEL IDENTIFIER: 015-712-834 THE EAST 1/2 OF LOT 2 BLOCK 5 OLD GRANVILLE TOWNSITE PLAN 168	110 WATER ST	GASTOWN HOTEL
164	122 WATER ST.	PARCEL IDENTIFIER: 014-190- 656 THE WEST 1/2 OF LOT 2 BLOCK 5 OLD GRANVILLE TOWNSITE PLAN 168	114 WATER ST.	COLONIAL RESIDENCE

SCHEDULE B

SCHEDULE B NOTICE OF SINGLE ROOM ACCOMMODATION DESIGNATION



CITY OF VANCOUVER

ALL ROOMS OR
ROOM NUMBERS:

OF THE

(Name of the SRA Designated Building)
AT

(Civic Address of the SRA Designated Building)

MUST PROVIDE SINGLE ROOM ACCOMMODATION TO PERMANENT RESIDENTS AS DESIGNATED BY
THE SINGLE ROOM ACCOMMODATION BY-LAW NO. 8733
ENACTED BY THE CITY OF VANCOUVER ON OCTOBER 21, 2003.

In Accordance with Section 2.2 of the Single Room Accommodation By-law, this Notice must be
permanently posted in a conspicuous location at the front desk or in the lobby or public
entrance of the above building.

NO PERSON SHALL REVERSE, ALTER, DEFACE, COVER, REMOVE OR IN ANY WAY TAMPER WITH
THIS NOTICE UNLESS AUTHORIZED BY THE MANAGING DIRECTOR OF SOCIAL DEVELOPMENT

**For more information on City By-laws contact 311 (vancouver.ca)
Residential Tenancy Branch 604.660.1020 (rtb.gov.bc.ca)
Subsidized Housing Registration - 604.648.4270 or visit 297 E. Hastings
Emergency Shelter and Social Support Services (bc211.ca)
First United Advocacy 604.681.8365 or visit 320 E. Hastings (firstunited.ca)
Vancouver Coastal Health 604.736.2033 (vch.ca)**

SCHEDULE C

(LETTERHEAD: NAME AND ADDRESS OF SRA)

ROOM REGISTRATION FORM

Room No. _____

Occupant's
Name: Mr./Mrs./Ms. _____
(Last name) (First Name) (Middle Initial)

Date of Birth: _____/_____/_____
M D Y

Identification (optional) _____
(e.g., BCID, Birth Certificate, Driver's license, etc)

Date of Arrival or: _____/_____/____/ Date of Departure or: _____/_____/____/

Start of Tenancy M D Y End of Tenancy M D Y

Emergency Contact Information (Optional)
In case of emergency, contact _____
(Name)

Relationship: _____ Tel #: _____

Doctor's Name _____ Tel # _____

Signature of Occupant _____ Date: _____

In accordance with Section 5.2 of the Single Room Accommodation By-law, an owner must maintain within the building, for the then current calendar year and the three immediately preceding calendar years, records pertaining to each of the designated rooms including: (a) a room registration form completed for each occupant of each designated room; and (b) guest ledgers; showing the room number, name of each permanent resident, amount of rent, and period of time to which the rent payment applies.

For more information contact the City of Vancouver **311**

EXPLANATION**A By-law to amend the Water Works By-law No. 4848 regarding exceptions for specific Vancouver Board of Parks and Recreation water features**

Enactment of the attached by-law will implement Council's resolutions on May 31, 2023, to amend the Water Works By-law pertaining to the exception of specific Vancouver Board of Parks and Recreation water features or fountains from recirculation requirements.

Director of Legal Services
June 13, 2023

EXPLANATION**A By-law to amend the Drinking Water Conservation By-law No. 12086
regarding exceptions for specific Vancouver Board of Parks
and Recreation water features**

Enactment of the attached by-law will implement Council's resolutions on May 31, 2023, to amend the Drinking Water Conservation By-law pertaining to the exception of specific Vancouver Board of Parks and Recreation water features or fountains from recirculation requirements.

Director of Legal Services
June 13, 2023

EXPLANATION**A By-law to amend Vehicles for Hire By-law No. 6066**

Enactment of the attached by-law will implement Council's resolutions on May 31, 2023, to amend the Vehicles for Hire By-law regarding increased towing rates and fees.

Director of Legal Services
June 13, 2023

Schedule "C"

Rates and fees for private impounded vehicles (towing fees will have GST added)

1. Towing fees

- (a) Vehicle with a gross vehicle weight of up to 3,000 kg or less
- Regular tow.....\$79.78
 - Plus, for a towing distance greater than 6 km.....\$2.41 per km
 - Plus fuel surcharge of 27% on the above rates
 - Plus, for a tow that requires a dolly\$35
 - Plus, for a tow in a multi-level parkade\$10
- (b) Vehicle with a gross vehicle weight of between 3,000 kg to 6,300 kg
- Regular tow.....\$84.25
 - Plus, for a towing distance greater than 6 km.....\$3.02 per km
 - Plus fuel surcharge of 27% on the above rates
 - Plus, for a tow that requires a dolly\$35
 - Plus, for a tow in a multi-level parkade.....\$10
- (c) Vehicle with a gross vehicle weight of between 6,300 kg to 9,072 kg
- Regular tow.....\$133.56
 - Plus, for a towing distance greater than 6 km.....\$3.41 per km
 - Plus fuel surcharge of 27% on the above rates
- (d) Vehicle with a gross vehicle weight greater than 9,072 kg
- Regular tow.....\$177.64
 - Plus, for a towing distance greater than 6 km.....\$7.26 per km
 - Plus fuel surcharge of 27% on the above rates

2. Release (unhooking) fees

Where towing service has commenced hook-up and the owner or person in charge requests delivery of the vehicle before it is towed:

- (a) Vehicle with a gross vehicle weight of up to 3,000 kg or less
 - (i) Regular tow..... \$39.89
Plus fuel surcharge of 27% on the above rate
 - (ii) Tow with dolly.....\$68.16
 - (iii) Tow in multi-level parkade\$55.66
 - (iv) Tow with dolly in multi-level parkade.....\$73.16
- (b) Vehicle with a gross vehicle weight of between 3,000 kg to 6,300 kg
 - (i) Regular tow.....\$42.13
Plus fuel surcharge of 27% on the above rate
 - (ii) Tow with dolly\$71.01
 - (iii) Tow in multi-level parkade\$58.51
 - (iv) Tow with dolly in multi-level parkade.....\$76.01
- (c) Vehicle with a gross vehicle weight of between 6,300 kg to 9,072 kg
 - Regular tow..... \$66.78
Plus fuel surcharge of 27% on the above rate
- (d) Vehicle with a gross vehicle weight greater than 9,072 kg
 - Regular tow.....\$88.82
Plus fuel surcharge of 27% on the above rate

3. Storage fees

The daily fee for storage of a vehicle at a storage facility before it is released to its owner:

Length of vehicle

- (a) Up to 20' (6.1m)\$23.98
- (b) > 20' (6.1m) to 35' (10.7m)..... \$47.96
- (c) > 35' (10.7m) \$71.94
- (d) Motorcycles..... \$11.99

EXPLANATION**A By-law to repeal Impounding By-law No. 3519
and to enact a new Impounding By-law**

Enactment of the attached by-law will implement Council's resolutions on May 31, 2023, to repeal Impounding By-law No. 3519 and to enact a new Impounding By-law in order to update, streamline and clarify the impounding processes for vehicles and chattels.

Director of Legal Services
June 13, 2023

BY-LAW NO. _____

**A By-law to repeal
Impounding By-law No. 3519
and to enact a new Impounding By-law**

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

1. Council repeals Impounding By-law No. 3519, and enacts the By-law attached as Schedule A to this By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

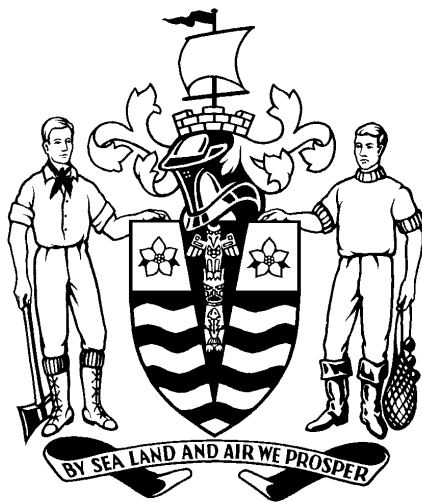
ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

[Schedule A]

**CITY OF VANCOUVER
BRITISH COLUMBIA**



IMPOUNDING BY-LAW NO. _____

IMPOUNDING BY-LAW

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BY-LAW NO _____

A By-law regarding the impounding of vehicles and other chattels from streets

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

PART 1 INTERPRETATION

1.1 Name of by-law

This by-law may be cited as the “Impounding By-law”.

1.2 Definitions

In this by-law:

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

“City Engineer” means the City Engineer appointed as such by Council, the Deputy Engineer and any person authorized to act on behalf of the City Engineer;

“impound” includes the towing, removing, detention and storage of a vehicle or other chattel from a street pursuant to this by-law;

“impounding expenses” includes all applicable towing, removal, storage and other charges; and

“vehicle” means vehicle as defined in the BC *Motor Vehicle Act*.

PART 2 AUTHORITIES

2.1 Application

The provisions of this by-law apply to all vehicles and other chattels impounded from a street, except that this by-law does not apply to a vehicle or other chattel that is seized from a highway as abandoned pursuant to the BC *Transportation Act*, as may be amended or replaced from time to time.

2.2 Authority of the Park Board

Council delegates to the Park Board the powers of Council with respect to the impounding of vehicles or other chattels from streets in parks, as set out in section 317(1)(cc) of the *Vancouver Charter*.

2.3 Authority to impound

The City Engineer may impound, or cause to be impounded, any vehicle, whether being driven or not, or other chattel that is unlawfully placed, left, kept, or driven on a street and may enforce the provisions of this by-law with regard to the impounding of vehicles and chattels.

2.4 Impound lots or storage facilities

The City Engineer may designate premises for the storage of impounded vehicles or other chattels.

2.5 Authority to sell or dispose of impounded vehicles or chattels

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

PART 3 IMPOUNDING OF VEHICLES

3.1 Vehicle unlawfully on a street

A vehicle that is unlawfully placed, left, kept or driven on a street may be impounded.

3.2 Record of impoundment

The City Engineer must keep a record, or cause a record to be kept, of every vehicle impounded in accordance with this by-law, and the record must include the following information:

- (a) a description of the vehicle, including the colour, make and licence plate number;
- (b) the time, date and place where the vehicle was impounded;
- (c) impounding expenses calculated to the date that the vehicle is retrieved by the owner or sold or otherwise disposed of pursuant to this by-law; and
- (d) the date that the vehicle is retrieved, sold or otherwise disposed of.

3.3 Notice of impoundment

The City Engineer must give notice to the owner of an impounded vehicle in the following manner:

- (a) in the case of a vehicle registered in British Columbia, by notice in writing to the address of the owner as shown in the records of the Insurance Corporation of British Columbia within 14 days of the date of impounding; and
- (b) in the case of a vehicle registered outside British Columbia or an unregistered vehicle, if the identity and address of the owner can be ascertained by reasonable

enquiry, by notice in writing to the address of the owner within 21 days of the date of impounding.

3.4 Contents of notice

A notice issued pursuant to section 3.3 of this by-law must contain the following information:

- (a) a description of the vehicle;
- (b) the applicable impounding expenses;
- (c) the address where the vehicle is held or contact information to obtain the address where the vehicle is held; and
- (d) the date after which the vehicle will be sold or disposed of, which date must be no less than 30 days after the vehicle was impounded.

3.5 Notice to lienholder

The City Engineer may also give notice, in accordance with section 3.3, to the holder of a lien on an impounded vehicle.

3.6 Notice to leaseholder

The City Engineer may also give notice, in accordance with section 3.3, to the lessor of an impounded vehicle.

PART 4 IMPOUNDING OF CHATTELS

4.1 Chattel unlawfully on a street

A chattel that is unlawfully placed, left, or kept on a street may be impounded.

4.2 Record of impoundment

Subject to section 4.4, the City Engineer must keep a record of every chattel impounded in accordance with this by-law, and the record must include the following information:

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

4.3 Notice of impoundment

Subject to section 4.4, the City Engineer must make reasonable efforts to ascertain the identity and address of the owner of an impounded chattel and must give notice in writing to the owner of the chattel if it is possible to do so, which notice must contain the following information:

- (a) a description of the chattel;
- (b) the applicable impounding expenses;
- (c) the address where the chattel is held or contact information to obtain the address where the chattel is held; and
- (d) the date after which the chattel will be sold or otherwise disposed of, which date must be no less than 30 days after the chattel was impounded.

4.4 Immediate disposal of certain chattels

Despite the provisions of this Part 4, the City Engineer is authorized to dispose of chattels immediately and without complying with sections 4.2 or 4.3 if, in the opinion of the City Engineer, they pose a health or safety risk, or if they consist of garbage, waste materials, or perishable items.

PART 5 IMPOUNDING EXPENSES

5.1 Recovery of impounded vehicle

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

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

5.2 Recovery of impounded chattel

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

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

5.3 Waiver of expenses for impounded vehicle or chattel

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

PART 6 SALE OR DISPOSAL OF VEHICLES

6.1 Unclaimed vehicle

A vehicle that is unclaimed after the later of 30 days from the date of impoundment or the date stipulated in a notice of impoundment may be sold or disposed of by the City Engineer in accordance with this by-law.

6.2 Sale or disposal of unclaimed vehicle

If a vehicle is unclaimed after the later of 30 days from the date of impoundment or the date stipulated in a notice of impoundment, the City Engineer must estimate the value of the vehicle, and may sell or otherwise dispose of the vehicle in the following manner:

- (a) if the vehicle is estimated to have a value greater than its value as scrap metal and, in the opinion of the City Engineer, the vehicle is saleable at auction, and if ownership of the vehicle can be transferred to the city, then the City Engineer may arrange for the discharge of any outstanding liens, arrange for the transfer of ownership to the city, and sell the vehicle at public auction;
- (b) if the vehicle is estimated to have a value equal to or less than its value as scrap metal or, in the opinion of the City Engineer, the vehicle is otherwise not saleable at auction, the City Engineer may dispose of the vehicle as scrap metal or use some other method of disposal; and
- (c) if the vehicle is estimated to have a value greater than its value as scrap metal but ownership of the vehicle cannot be transferred to the city, the City Engineer may dispose of the vehicle as scrap metal or use some other method of disposal after a period of 90 days from the date the vehicle was impounded.

6.3 Proceeds of sale or disposal

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

- (a) if sold at public auction, all expenses associated with the sale must be deducted from the proceeds;

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

PART 7 SALE OR DISPOSAL OF CHATTELS

7.1 Unclaimed chattel

A chattel that is unclaimed after the later of 30 days from the date of impoundment or the date stipulated in a notice of impoundment, may be sold or disposed of by the City Engineer in accordance with this by-law.

7.2 Sale or disposal of unclaimed chattel

Subject to the provisions of section 7.3, a chattel that is unclaimed after the later of 30 days from the date of impoundment or the date stipulated in a notice of impoundment may be sold or otherwise disposed of by the City Engineer in the following manner:

- (a) by sale at public auction if, in the opinion of the City Engineer, the chattel is saleable; or
- (b) by disposal as scrap or other method of disposal if, in the opinion of the City Engineer, the chattel is not saleable.

7.3 Proceeds of sale or disposal

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

- (a) if sold at public auction, all expenses associated with the sale must be deducted from the proceeds;
- (b) if otherwise disposed of, all expenses associated with the disposal must be deducted from the proceeds
- (c) all outstanding impounding expenses must be deducted from the proceeds; and

Schedule A

**Impounding Expenses for Vehicles
(GST will be added to towing charges)**

1. Towing fees

- (a) Vehicle with a gross vehicle weight of 2,999 kg or less
 - (i) regular tow\$79.78
 - (ii) tow with dolly\$114.78

Plus, for a towing distance greater than 6 km.....\$2.41 per km

Plus fuel surcharge of 27% on the above rates
- (b) Vehicle with a gross vehicle weight of 3,000 kg to 6,300 kg
 - (i) regular tow\$84.25
 - (ii) tow with dolly\$119.25

Plus, for a towing distance greater than 6 km\$3.02 per km

Plus fuel surcharge of 27% on the above rates
- (c) Vehicle with a gross vehicle weight of 6,301 kg to 9,072 kg
 - Regular tow\$133.56

Plus, for a towing distance greater than 6 km.....\$3.41 per km

Plus fuel surcharge of 27% on the above rates
- (d) Vehicle with a gross vehicle weight of 9,073 kg and over
 - Regular tow.....\$177.64

Plus, for a towing distance greater than 6 km.....\$7.26 per km

Plus fuel surcharge of 27% on the above rates

2. Release (unhooking) fees

Where towing service has commenced hook-up and the owner or person in charge requests delivery of the vehicle before it is towed.

- (a) Vehicle with a gross vehicle weight of 2,999 kg or less
 - (i) regular tow.....\$39.89
 - (ii) tow with dolly.....\$57.39

Plus fuel surcharge of 27% on the above rates
- (b) Vehicle with a gross vehicle weight of 3,000 kg to 6,300 kg
 - (i) regular tow \$42.13
 - (ii) tow with dolly\$59.63

Plus fuel surcharge of 27% on the above rates
- (c) Vehicle with a gross vehicle weight of 6,301 kg to 9,072 kg

Regular tow \$66.78

Plus fuel surcharge of 27% on the above rate
- (d) Vehicle with a gross vehicle weight of 9,073 kg and over

Regular tow \$88.82

Plus fuel surcharge of 27% on the above rate

3. Storage charges

For the first day, or portion thereof, and each subsequent day, or portion thereof, that the vehicle is impounded and stored:

- (a) for vehicles up to and including 20 feet in length (6.1 m).....\$23.98
- (b) for vehicles more than 20 feet in length (6.1 metres) up to and including 35 feet in length (10.7 metres).....\$47.96
- (c) for vehicles more than 35 feet in length (10.7 m)\$71.94
- (d) for motorcycles\$11.99

4. Other charges

- (a) discharge of any outstanding liens \$12.50-\$26 per lien
- (b) registered owner search BC \$12.50 per search
- (c) registered owner search outside BC \$12.50 -\$19.00 per search
- (d) registered mail \$10.82
- (e) clearing of grey/black water tanks \$19.47

Schedule B

Impounding Expenses for Chattels

1. Removal Charges

- (a) removal that requires one person and no special equipment
..... \$100.00
- (b) removal that requires two people and no special equipment
..... \$200.00
- (c) removal that requires more than two people, or special equipment, or both
..... \$300.00
- (d) removal that requires the use of a towing service
.....the towing fees set out in section 1 of Schedule A apply

2. Storage Charges

For the storage of an impounded solid waste container, the charge for:

- (a) the first day, or portion thereof, that the solid waste container is impounded shall be\$8.00
- (b) each day after the first day, or portion thereof, that the solid waste container remains impounded shall be.....\$8.00

EXPLANATION**A By-law to amend Street and Traffic By-law No. 2849
regarding miscellaneous amendments**

Enactment of the attached by-law will implement Council's resolutions on May 31, 2023, to amend the Street and Traffic By-law regarding consequential amendments to the new Impounding By-law.

Director of Legal Services
June 13, 2023

BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. Council adds a new section 66A in the correct alphanumeric order as follows:

“PROHIBITION OF OBSTRUCTIONS

- 66A. (1) A person must not abandon, place, leave, or keep any item or object on a street that obstructs, impedes, or interferes with the passage of vehicles or pedestrians unless authorized or permitted to do so under the provisions of this by-law or another City by-law.
- (2) For the purposes of section 66A(1), an item or object is deemed to be abandoned if it is left unattended on a street.”.
3. Council amends section 72A by adding the following new subsection in the correct numerical order:

“(3) A vehicle is deemed to be unlawfully left on a street in contravention of this By-law if:

(i) the vehicle has an automobile security system that is operating in contravention of the Motor Vehicle Noise and Emission Abatement By-law; or

(ii) the vehicle horn sounds audibly for a period of more than 10 minutes.”.
 4. A decision by a Court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
 5. This By-law is to come into force and take effect upon enactment.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 938 Kingsway**

On October 28, 2022, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
June 13, 2023

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 938 Kingsway**

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

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

007-620-276 Lot B Block 65 District Lot 301 Plan 15868

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



1. Application

Chee Dusevic Barristers and Solicitors
2388 - 4720 Kingsway
Burnaby BC V5H 4N2
16044318368

17643/ad Housing Agreement and Building Use Covenant (938 Kingsway)

2. Description of Land

PID/Plan Number	Legal Description
007-620-276	LOT B BLOCK 65 DISTRICT LOT 301 PLAN 15868

3. Nature of Interest

Type	Number	Additional Information
COVENANT		the entire document Section 219 Covenant
PRIORITY AGREEMENT		Granting the above Covenant priority over Mortgage registered under number CA8635557 and Assignment of Rents registered under CA8635558

4. Terms

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

5. Transferor(s)

SKIMA HOLDINGS LTD., NO.BC0419902
CANADIAN IMPERIAL BANK OF COMMERCE, (AS TO PRIORITY AND CONSENT)

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


ANTONY S. DUSEVIC
 Barrister & Solicitor
 2388 - 4720 Kingsway
 Burnaby BC V5H 4N2

YYYY-MM-DD
2023-05-23

SKIMA HOLDINGS LTD.
 By their Authorized Signatory

 Name: Inderjit Mann

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


RANDAL DHALIWAL
 Barrister & Solicitor
 Fasken Martineau DuMoulin LLP
 1800 - 13401 108th Avenue
 Surrey, BC V3T 5T3
 604 631 6472

YYYY-MM-DD
2023-05-31

**CANADIAN IMPERIAL BANK OF
 COMMERCE**
 By their Authorized Signatory

 Name: Gurjot Singh

Name:

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
By their Authorized Signatory

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
938 KINGSWAY

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, SKIMA HOLDINGS LTD., as more particularly defined in Section 1.1 is called the "Owner"; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application for a development permit pursuant to Development Permit Application No. DP-2022-00562 (the "Development Permit Application") to develop on the Lands a six-storey, mixed-use Passive House building, consisting of retail at grade and 31 secured market rental units from the second to sixth storeys, all over one level of underground parking, having vehicular access from the lane;
- D. The Development Permit Application was approved in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* and a Section 219 covenant securing all residential units in the New Building as for-profit affordable rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to the following additional conditions:
- (i) *a no separate-sales covenant;*
 - (ii) *a no stratification covenant;*
 - (iii) *that none of such units will be rented for less than one month at a time;*
 - (iv) *that a rent roll be provided indicating the agreed initial monthly rents for each rental unit when the Housing Agreement is entered into, prior to development permit issuance and again prior to Building Permit issuance;*
 - (v) *that the average initial starting monthly rents for each unit type will be at or below the following proposed starting rents subject to adjustment as contemplated by the Vancouver DCL By-law:*

<i>Unit Type</i>	<i>Proposed Average Starting Rents</i>
<i>Studio</i>	<i>\$1,690</i>

1- bed	\$2,039
2- bed	\$2,724
3-bed	\$3,759

- (vi) *that the average size of each unit type is at or below the limit as contemplated in the Vancouver DCL By-law:*

Unit Type	Maximum Average Unit Size
Studio	42 m ² (450 sq. ft.)
1-bed	56 m ² (600 sq. ft.)
2-bed	77 m ² (830 sq. ft.)
3-bed	97 m ² (1,044 sq. ft.)

- (vii) *that a final rent roll be provided, prior to issuance of an occupancy permit, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, that reflects the agreed initial monthly rents as of occupancy in order to address potential changes in unit mix and/or sizes between the rezoning and development permit issuance, and to allow for the rents to be increased annually from the time of the public hearing to initial occupancy, as per the maximum increases authorized by the Vancouver DCL By-law;*

- (viii) *compliance with the Tenant Relocation Plan; and*

such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.

- E. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);

- (d) "**City Manager**" means the chief administrator from time to time of the City and his successors in function and their respective nominees;
- (e) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "**Development Permit**" means any development permit issued by the City authorizing the development of the Lands as contemplated by the Development Permit Application;
- (g) "**Development Permit Application**" has the meaning ascribed to such term in Recital C;
- (h) "**Director of Legal Services**" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) "**Dwelling Unit**" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (j) "**Effective Date**" means the date as of which this Agreement has been executed by all parties to it;
- (k) "**Eligible Tenants**" means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the Development proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "**Eligible Tenant**" means any one of them;
- (l) "**Existing Building**" means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Development Permit;
- (m) "**For-Profit Affordable Rental Housing**" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Dwelling Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
- (n) "**For-Profit Affordable Rental Housing Units**" has the meaning ascribed to that term in section 2.1(c) and "**For-Profit Affordable Rental Housing Unit**" means any one of such units;
- (o) "**General Manager of Planning, Urban Design and Sustainability**" means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;

- (p) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (q) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (r) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (s) "**New Building**" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (t) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (u) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely Skima Holdings Ltd., and its successors and permitted assigns;
- (v) "**Related Person**" means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) "**Rental Housing**" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (x) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and " Replacement For-Profit Affordable Rental Housing Units" means all of such units;
- (y) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (z) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and "Returning Tenant" means any one of them;
- (aa) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan submitted and approved by the City;
- (bb) "Tenant Relocation Report" means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (cc) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (dd) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (ee) "*Vancouver Charter*" means the Vancouver Charter, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (ff) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way

define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) if it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain not less than 31 Dwelling Units in the New Building, all as approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;

- (d) not less than 25% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;
- (e) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

<u>UNIT TYPE</u>	<u>AVERAGE SIZE (APARTMENT)</u>
Studio	42 square metres
1 Bedroom	56 square metres
2 Bedrooms	77 square metres
3 Bedrooms	97 square metres

- (f) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
- (i) for a studio - \$1,690;
 - (ii) for a one-bedroom - \$2,039;
 - (iii) for a two-bedroom - \$2,724; and
 - (iv) for a three-bedroom - \$3,759,

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

- (g) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (h) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable;
- (i) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (j) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(h), and any subdivision of the Lands

or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(i), 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;

- (k) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (l) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (m) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (n) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (o) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit, referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 RETURNING TENANTS

3.1 **Returning Tenants.** The Owner covenants and agrees with the City in respect of the use of the Lands:

- (a) it will provide each Eligible Tenant with a right of first refusal to occupy a For-Profit Affordable Housing Unit of a similar type (number of bedrooms) to their current unit in the Existing Building or a For-Profit Affordable Housing Unit that is otherwise suitable to their housing needs, in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Tenant Relocation Plan, being a rent that is discounted by 20% of the rent for the respective For-Profit

Affordable Housing Unit, as set out in Schedule A (subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));

- (b) it will provide all Eligible Tenants with the notice, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
- (c) it will in all other respects comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 4 BUILDING PERMIT RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable under the Vancouver DCL By-law to For-Profit Affordable Rental Housing, as of the date on the prior to letter October 28, 2022, subject to adjustment as contemplated by the Vancouver DCL By-law; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final rent roll confirming the rents to be charged to the first

occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and

- (B) a final Tenant Relocation Report and confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City;
 - (C) proof of the insurance, consistent with the requirements of Section 2.1(m), is in force and effect, in form and substance satisfactory to the City; and
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:
- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(m).

ARTICLE 7 ENFORCEMENT

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

**ARTICLE 8
RELEASE AND INDEMNITY**

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

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b),

the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 8.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 8 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 9 NOTICES

- 9.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service

disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

- (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

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

If to the Owner, addressed to:

Skima Holdings Ltd.
#6 - 1490 West Broadway
Vancouver, British Columbia
V6H 1H5

Attention: Sarup Mann

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 10.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 10.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 10.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(g) and 2.1(h), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 10.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 10.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

**Schedule A
Rent Roll**

Unit #	Bedroom Type (select from drop-down menu)	Starting Monthly Rental Rate (\$)	Unit Size (Net area)
			<input type="checkbox"/> m ² <input checked="" type="checkbox"/> ft ²
201 (940 Kingsway)	Studio APT1	1690	441.35
202 (940 Kingsway)	1-bed APT*	2039	572.59
203 (940 Kingsway)	1-bed APT*	2039	572.59
204 (940 Kingsway)	Studio APT1	1690	441.35
205 (940 Kingsway)	2-bed APT	2724	840.36
206 (940 Kingsway)	2-bed APT	2724	792.55
301 (940 Kingsway)	Studio APT1	1690	441.35
302 (940 Kingsway)	1-bed APT*	2039	572.59
303 (940 Kingsway)	1-bed APT*	2039	572.59
304 (940 Kingsway)	Studio APT1	1690	441.35
305 (940 Kingsway)	2-bed APT	2724	840.36
306 (940 Kingsway)	Studio APT1	1690	464.72
307 (940 Kingsway)	2-bed APT	2724	792.55
401 (940 Kingsway)	Studio APT1	1690	441.35
402 (940 Kingsway)	1-bed APT*	2039	572.59
403 (940 Kingsway)	1-bed APT*	2039	572.59
404 (940 Kingsway)	Studio APT1	1690	441.35
405 (940 Kingsway)	2-bed APT	2724	840.36
406 (940 Kingsway)	Studio APT1	1690	464.72
407 (940 Kingsway)	2-bed APT	2724	792.55
501 (940 Kingsway)	Studio APT1	1690	441.35
502 (940 Kingsway)	1-bed APT*	2039	572.59
503 (940 Kingsway)	1-bed APT*	2039	572.59
504 (940 Kingsway)	Studio APT1	1690	441.35
505 (940 Kingsway)	2-bed APT	2724	840.36
506 (940 Kingsway)	Studio APT1	1690	464.72
507 (940 Kingsway)	2-bed APT	2724	792.55
601 (940 Kingsway)	2-bed APT	2724	878.93
602 (940 Kingsway)	2-bed APT	2724	878.93
603 (940 Kingsway)	2-bed APT	2724	872.98
604 (940 Kingsway)	2-bed APT	2724	797.69

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) “Existing Charges” means the Mortgage registered under number CA8635557 and Assignment of Rents registered under number CA8635558;
- (b) “Existing Chargeholder” means Canadian Imperial Bank of Commerce;
- (c) “New Charges” means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT