

EXPLANATION

A By-law to amend License By-law No. 4450 regarding 2024 fee increases

At the Standing Committee on City Finance and Services meeting held on September 13, 2023, Council resolved to amend the License By-law to increase business license fees for 2024. Enactment of the attached by-law will implement Council's resolution, and includes corrections to seven fees that were to be increased from \$171 to \$250 but had been assigned incorrect fees in the draft by-law.

Director of Legal Services
October 17, 2023

BY-LAW NO. ____

**A By-law to amend License By-law No. 4450
regarding 2024 fee increases**

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

1. This by-law amends the indicated schedules of the License By-law.
2. In section 2, Council strikes out the definitions of “Contractor”, “Painter”, “Plumber”, and “Electrician” in their entirety.
3. In section 2, Council adds two new definitions in the correct alphabetical order as follows:
 - (a) ““General Contractor” means a business related to construction project development or management, excavation, demolition, construction, renovation, landscaping, tree removal, or any other associated work or service, but does not include Trade Contractor.”; and
 - (b) ““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.”.
4. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this by-law, which new Schedule A is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule A.
5. Council:
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this by-law, which new Schedule B is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule B.
6. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

SCHEDULE A

Year 2024 Business License Fees

BUSINESS LICENSE FEES

	<u>Licence Term</u>	<u>Licence Fee</u>
Adult Entertainment Store	Per annum	\$451.00
Amusement Park	Per annum	\$6,660.00
Animal/Veterinary Hospital	Per annum	\$335.00
Antique Dealer	Per annum	\$250.00
Apartment Building	Per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)	\$89.00
Arcade, Exhibit or Shooting Gallery	Per annum	\$451.00
Artist Live/Work Studio	Per annum	\$250.00
Arts and Culture Indoor Event		
(a) 31 to 60 persons	Per event or series of up to 3 events in a 30-day period	\$33.00
(b) 61 to 150 persons	Per event or series of up to 3 events in a 30-day period	\$130.00
(c) 151 to 250 persons	Per event or series of up to 3 events in a 30-day period	\$194.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Auto Dealer	Per annum	\$219.00
Auto Paint/Body Shop	Per annum	\$250.00
Auto Parking	Per annum	\$250.00
Auto Parking Small	Per annum	\$250.00
Auto Parking with Charging	Per annum	\$250.00
Auto Washing	Per annum	\$250.00
Backyard Pay Parking	Per annum for the first 2 spaces, and: For each additional space	\$167.00 \$73.00
Bank Machine	Per annum	\$73.00
Barber Shop or Beauty Salon	Per annum	\$331.00
Beauty and Wellness Centre	Per annum	\$426.00
Bed and Breakfast Accommodation	Per annum	\$61.00
Billiard-Room Keeper	Per annum	\$363.00
Body-Rub Parlour, Body-Painting Studio & Model Studio	Per annum	\$13,772.00
Book Agent	Per annum	\$219.00
Bottle Depot	Per annum	\$219.00
Bowling Alley	Per annum	\$335.00
C.N.I.B. Concession Stand	Per annum	\$1.00
Canvasser	Per annum	\$250.00
Carpet/Upholstery Cleaner	Per annum	\$219.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Casino - Class 1	Per annum	\$351.00
Casino - Class 2	Per annum	\$15,764.00
Caterer	Per annum	\$481.00
Chimney Sweep	Per annum	\$219.00
Club	Per annum	\$12.00
Club Manager	Per annum	\$250.00
Coin-Operated Services	Per annum	\$481.00
Community Association	Per annum	\$2.00
Compassion Club	Per annum	\$1,325.00
Courier/Messenger	Per annum	\$250.00
Dairy Delivery Services	Per annum	\$481.00
Dance Hall	Per annum	\$363.00
Dancing Academy	Per annum	\$219.00
Dating Service	Per annum	\$219.00
Donation Bin	Per annum	\$250.00
Dry Cleaner	Per annum	\$250.00
Duplex	Per annum for each dwelling unit (EXCEPT that no licence is required for a dwelling unit that is actually occupied by the owner of the premises)	\$87.00
Dwelling Unit that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A	Per annum	\$87.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Exhibition		
(a) Circus or Rodeo EXCEPT that where the Circus or Rodeo is to be held entirely within a permanent building, the fee shall be	Per day	\$205.00
	Per week	\$413.00
	Per annum	\$3,880.00
(b) Horse Racing	Per annum	\$15,764.00
(c) Automobile or Motorcycle Racing	Per day	\$205.00
	Per week	\$413.00
	Per annum	\$1,578.00
(d) Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, where the capacity of the facility:	(A) does not exceed 500 seats	
	Per day	\$250.00
	Per week	\$355.00
	Per annum	\$3,879.00
	(B) is greater than 500 seats but does not exceed 1000 seats	
	Per day	\$205.00
	Per week	\$413.00
	Per annum	\$3,636.00
	(C) is greater than 1000 seats but does not exceed 2000 seats	
	Per day	\$242.00
	Per week	\$481.00
	Per annum	\$4,847.00
	(D) exceeds 2000 seats	
Per day	\$279.00	
Per week	\$548.00	
Per annum	\$5,583.00	
EXCEPT that where no part of the proceeds from any event listed in (c) or (d) enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be:		
	Per day	\$50.00
	Per week	\$60.00
	Per annum	\$2,425.00

	<u>Licence Term</u>	<u>Licence Fee</u>
(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	Per day	\$206.00
	Per week	\$413.00
	Per annum	\$3,636.00
Extended Hours Liquor Establishment	Per annum per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the number of persons, the minimum fee will be:	\$250.00
	and the	
	maximum fee will be	\$27,545.00
Family Sports and Entertainment Centre	Per annum	\$432.00
Farmers' Market	Per annum	\$12.00
Financial Institution	Per annum	\$1,844.00
Fitness Centre – Class 1	Per annum	\$250.00
Fitness Centre – Class 2	Per annum	\$335.00
Fund Raiser	Per annum	\$219.00
Gasoline Station	Per annum	\$340.00
Gasoline Station with Charging	Per annum	\$340.00
General Contractor	Per annum	\$340.00
Hair Stylist	Per annum per chair	\$250.00
Hairdresser	Per annum per chair	\$250.00
Health Care Office	Per annum	\$250.00
Health Enhancement Centre	Per annum	\$336.00
Homecraft	Per annum	\$91.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Hotel	Per annum, plus	\$91.00
	Per annum per dwelling unit	\$87.00
	Per annum per housekeeping unit	\$64.00
	Per annum per sleeping unit	\$42.00
Inter-municipal Business Licence	Per annum	\$250.00
Inter-municipal TNS Business Licence	Per annum, plus	\$155.00
	For each vehicle except for accessible passenger directed vehicles and zero emission vehicles, plus	\$150.00
	For each zero emission vehicle	\$30.00
Janitor Service	Per annum	\$219.00
Junk Dealer, Mobile	Per annum	\$250.00
Kennel	Per annum	\$250.00
Late Night Dance Event		
(a) with patron capacity of less than 350	Per event	\$394.00
(b) with patron capacity of 350 or more but less than 750	Per event	\$692.00
(c) with patron capacity of 750 or more but less than 2000	Per event	\$1,185.00
(d) with patron capacity of 2000 or more	Per event	\$1,578.00
Laundry (with equipment)	Per annum	\$335.00
Limited Service Food Establishment	Per annum	\$653.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Liquor Delivery Service	Per annum	\$219.00
Liquor Retail Store	Per annum	\$502.00
Livery and Feed Stables	Per annum	\$335.00
Locksmith	Per annum	\$219.00
Manufacturer	Per annum	\$250.00
Manufacturer – Food	Per annum	\$944.00
Marina Operator	Per annum, plus	\$361.00
	For each occupied live-aboard boat 21 feet or less in length, at water line, plus	\$1,780.00
	For each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus	\$2,155.00
	For each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus	\$2,427.00
	For each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus	\$2,767.00
	For each occupied live-aboard boat which is more than 37 feet in length at water line.	\$3,052.00
Marine Service Station	Per annum	\$340.00
Milk Vendor	Per annum	\$335.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Moving Transfer Service	Per annum	\$250.00
Multiple Conversion Dwelling	Per annum per dwelling unit	\$87.00
	Per annum per housekeeping unit	\$64.00
	Per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or housekeeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)	\$42.00
Newspaper Vending Machine	Per annum per machine	\$48.00
Non-Profit Housing	Per annum	\$250.00
Pacific National Exhibition – Annual Fair	Per annum	\$22,078.00
Passenger Directed Vehicle Services excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	Per annum, plus	\$250.00
	For each vehicle except for accessible passenger directed vehicles and zero-emission vehicles	\$117.00
Pawnbroker	Per annum	\$2,801.00
Peddler	Per annum	\$250.00
Peddler- Food	Per annum	\$335.00
Personal Care Home	Per annum per licenced bed	\$42.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Pet Store	Per annum	\$335.00
Property Manager	Per annum	\$250.00
Psychic or Astrological Service	Per annum	\$250.00
Public Bike Share	Per annum	\$2,868.00
Public Market Operator	Per annum	\$1,866.00
Public Market Operator who operates on a temporary basis only	Per day	\$657.00
Rental Dealer	Per annum	\$250.00
Residential Rental Unit	Per annum	\$87.00
Restaurant - Class 1	Per annum	\$944.00
Restaurant – Class 1 with Liquor Service	Per annum, plus Per annum per person, based on the person capacity set out on the Provincial liquor licence for the restaurant	\$944.00 \$12.20
Restaurant - Class 2	Per annum	\$944.00
Restaurant – Class 2 with Liquor Service	Per annum, plus Per annum per person, based on the person capacity set out on the Provincial liquor licence for the restaurant	\$944.00 \$12.20
Retail Dealer	Per annum	\$250.00
Retail Dealer – Food	Per annum	\$335.00
Retail Dealer – Grocery	Per annum	\$1,076.00
Retail Dealer – Market: 50,000 sq. ft. premises	Per annum	\$5,381.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Retail Dealer – Cannabis	Per annum	\$5,300.00
Rooming House	Per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)	\$42.00
Scavenger	Per annum	\$363.00
Schools – Business or Trade	Per annum	\$335.00
Schools – Private	Per annum	\$335.00
Scrap Metal Recycler	Per annum	\$250.00
Secondhand Dealer - Class 1	Per annum	\$2,801.00
Secondhand Dealer - Class 2	Per annum	\$1,537.00
Secondhand Dealer - Class 3	Per annum	\$1,062.00
Secondhand Dealer - Class 4	Per annum	\$402.00
Secondhand Dealer - Class 5	Per annum	\$402.00
Secondhand Dealer - Class 6	Per annum	\$660.00
Short Term Rental Operator	Per annum	\$1,000.00
Single Detached House which is leased to and occupied by persons other than the building's owner	Per annum	\$87.00
Single Room Accommodation Operator	Per annum	deemed
Social Escort	Per annum	\$219.00
Social Escort Service	Per annum	\$1,627.00
Soliciting for Charity	Per annum	\$12.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Specialty Wine Store	Per annum	\$335.00
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; and Standard Hours Liquor Establishment – Class 6	Per annum per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the person capacity, the: Minimum fee will be: and the Maximum fee will be:	\$7.50 \$250.00 \$3,769.00
Standard Hours Liquor Establishment – Class 7; and Standard Hours Liquor Establishment – Class 8	Per annum per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the person capacity, the: Minimum fee will be: and the Maximum fee will be:	\$7.50 \$250.00 \$641.00
Steam Bath/Massage Parlour	Per annum	\$363.00
Street Vendor	Per annum	\$250.00
Swimming Pool located in a hotel, apartment building, club, health spa or other business required to be licenced under this By-law	Per annum	\$970.00
Talent/Model Agency	Per annum	\$217.00
Tanning/Skin Care Salon	Per annum	\$335.00
Tattoo Parlour	Per annum	\$335.00
Taxicab Premises	Per annum	\$250.00
Theatre	Per annum	\$335.00
Trade Contractor	Per annum	\$340.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Trailer Court	Per annum per space	\$305.00
Transient Peddler or Transient Trader	Per week, or	\$897.00
	Per annum	\$4,364.00
Undertaker	Per annum	\$335.00
Urban Farm – Class A	Per annum	\$12.00
Urban Farm – Class B	Per annum	\$250.00
Vending Machine	Per annum per machine	\$22.00
Venue	Per annum per person based on the person capacity set out on the Provincial liquor licence for the venue, except that despite the person capacity, the:	\$7.50
	Minimum fee will be:	\$87.00
	and the	
	Maximum fee will be:	\$582.00
Warehouse Operator	Per annum	\$250.00
Warehouse Operator – Food	Per annum	\$481.00
Wedding Chapel	Per annum	\$473.00
Wholesale Dealer	Per annum	\$250.00
Wholesale Dealer – Food	Per annum	\$481.00
Window Cleaner	Per annum	\$250.00
Any Business, Trade, Profession or other occupation not specified herein	Per annum	\$250.00

	<u>Licence Term</u>	<u>Licence Fee</u>
Transfer of a Licence		\$181.00
Non-Refundable Portion of Fee	Per licence where the applicable fee is greater than \$109.00	\$109.00
Late Payment Fee		\$42.00 or 10% of the original license fee, whichever is greater

SCHEDULE B

MISCELLANEOUS SERVICE FEES

PART 1

Application fees for comments on a new liquor licence or a permanent amendment to a liquor licence:

Base fee	\$1,161.00
Incremental Fees:	
<input type="checkbox"/> Neighbourhood notification	\$1,395.00
<input type="checkbox"/> Staff-held neighbourhood public meeting	\$2,400.00
<input type="checkbox"/> Telephone survey	\$1,313.00

PART 2

Application fees for comments on a temporary amendment to a liquor licence:

Application fee for comments on a temporary amendment to liquor licence requesting later closing hours of operation	Per night per seat except that, despite the number of seats or the number of nights, the	\$0.56
	Minimum fee will be: and the	\$116.00
	Maximum fee will be:	\$775.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license, other than a food primary license, requesting earlier opening hours of operation		\$116.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license requesting any other change to a liquor license		\$116.00
Fee for assessing and providing comments on an application for a permanent or temporary amendment to a food primary license requesting liquor service hours past midnight, or a temporary amendment to a food primary license requesting patron participation entertainment		\$116.00
Fee for assessing and providing comments on an application for the issue or amendment of a cannabis licence		\$2,788.00

PART 3

Miscellaneous Fees and Charges

Application fee (s. 6.3)	\$70.00
Request for copy of licence (s. 7.1)	\$6.00
Request for change of business name or business trade name (s. 7.2)	\$12.00
Request for change of business address under licence (s. 7.3)	\$30.00
Request for change in business licence category (s. 7.4)	\$12.00
Temporary licence fee for standard hours liquor establishment (s. 19.2A)	\$116.00

EXPLANATION

A By-law to amend Zoning and Development By-law No. 3575 regarding missing middle housing and simplifying regulations

Following the Public Hearing on September 14, 2023, Council resolved to amend the Zoning and Development By-law to add missing middle housing, simplify regulations in RS residential zones and make miscellaneous amendments. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding missing middle housing and simplifying regulations**

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

1. This by-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.
2. Council adds a new district schedule, the R1-1 District Schedule, attached to this by-law as Schedule A.
3. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, by striking out all references to the RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 districts and substituting references to the R1-1 district.
4. Sites in the RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 districts are rezoned and moved to the R1-1 district.
5. Council strikes out the RS-1 District Schedule, RS-1A District Schedule, the RS-1B District Schedule, the RS-2 District Schedule, the RS-3 and RS-3A Districts Schedule, the RS-5 District Schedule, the RS-6 District Schedule, and the RS-7 District Schedule.
6. In section 2, Council:
 - (a) in the definition of Basement, strikes out “1.5 m” and substitutes “1.2 m”;
 - (b) in the definition of Cellar, strikes out “1.5 m” and substitutes “1.2 m”;
 - (c) strikes out the definition of Passive House in its entirety; and
 - (d) adds a new definition in the correct alphabetical order as follows:

“

Z

Zero Emission Building

A building that has been designed to meet:

- (a) the Passive House or EnerPHit standard and achieve certification by the Passive House Institute of Darmstadt, Germany, as verified by a Passive House building certifier;
- (b) the Zero Energy standard and achieve certification by the International Living Future Institute, as verified by an ILFI Auditor; or
- (c) an equivalent standard and verification acceptable to the Director of Planning.”

7. In section 4.8.1(g), Council strikes out “RS-1, RS-3, RS-3A, RS-5, RS-6, RS-7” wherever it appears, and substitutes “R1-1”.

8. In section 5, Council:

- (a) in section 5.1.3, strikes out “RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6, RS-7,” and substitutes “R1-1,”;
- (b) strikes out sections 5.2.4 and 5.2.6; and
- (c) renumbers sections 5.2.5, 5.2.7, and 5.2.8 as sections 5.2.4, 5.2.5 and 5.2.6, respectively.

9. In section 9, Council:

- (a) in section 9.1.1:
 - (i) strikes out “RS-1”, “RS-1A”, “RS-1B”, RS-2”, “RS-3”, “RS-3A”, “RS-5”, “RS-6” and “RS-7”,
 - (ii) adds a new classification heading below the Residential classification section as follows:

“Residential Inclusive”, and

- (iii) under the Residential Inclusive classification heading, adds “R1-1”;

- (b) in section 9.3.1(c):

- (i) strikes out “RS” and substitutes “R1”, and
- (ii) strikes out ““RS”” and substitutes ““R1””; and

- (c) in section 9.3.1(f):

- (i) strikes out ““RS”” and substitutes ““R1””, and
- (ii) adds “or numbers or combination thereof” before ““RA””.

10. In section 10, Council:

- (a) in section 10.2.1, strikes out “, RR-3B or RS-1B districts” and substitutes “or RR-3B districts”;
- (b) in section 10.4.1, strikes out “, RS”;
- (c) in section 10.5:

- (i) in the heading, strikes out “RS or”, and
- (ii) in section 10.5.1, strikes out “RS or”;

- (d) in section 10.8:

- (i) strikes out section 10.8.1(c) and substitutes the following:

“(c) balconies on multiple dwellings, if:

- (i) they do not project more than 1.8 m into a required yard and are no less than 2.1 m from an interior side property line, and
- (ii) the safety railing does not extend more than 1.07 m above the floor of the balcony,

except that in the R1-1 district, this section 10.8.1(c) only applies to multiple dwellings that are zero emission buildings;”, and

- (ii) in section 10.8.3, strikes out “, except that in RS districts, the projection must not exceed 30% of the width of the building”;
- (e) in section 10.14:
 - (i) in section 10.14.4(b), strikes out “RS-1, RS-3, RS-3A, RS-5, RS-6, RS-7” and substitutes “R1-1”, and
 - (ii) in section 10.14.8, strikes out “RS-1, RS-3, RS-3A, RS-5, RS-6, RS-7” and substitutes “R1-1”;
- (f) in section 10.18.1, adds “, except where an application is made for any similar exclusion under the provisions of a district schedule” after “heating or hot water”;
- (g) in section 10.20:
 - (i) in section 10.20.1(a), strikes out “1.5 m” and substitutes “1.2 m”, and
 - (ii) in section 10.20.3(b), strikes out “1.5 m” and substitutes “1.2 m”; and
- (h) in section 10.36.1, strikes out “Computation” and substitutes “Despite the computation of floor area regulations in any district schedule, the computation”.

11. Council strikes out section 10.33 in its entirety, and substitutes the following:

“10.33 Zero Emission Building

10.33.1 For a zero emission building with 1 to 8 dwelling units in an RA, R1 or RT district:

- (a) the permitted building height is increased by 0.6 m;
- (b) the permitted building depth is increased by 0.6 m;
- (c) the required rear yard is decreased by 0.6 m;
- (d) the required building separation is decreased by 0.6 m;
- (e) the computation of floor area must exclude 19% of the permitted floor area except that this exclusion does not apply if:

- (i) an exclusion is provided under section 10.15 or 10.33.3,
- (ii) a floor area increase is provided under section 10.19.1,
- (iii) the zero emission building is a single detached house, a single detached house with secondary suite, an infill single detached house, a duplex, a duplex with secondary suite, a multiple conversion dwelling with 2 units or an infill duplex, with a floor area that exceeds 465 m², or
- (iv) the application is made after December 31, 2025; and
- (f) if the Director of Planning first considers the intent of the applicable district schedule and all applicable Council policies and guidelines, the Director of Planning may vary the external design regulations in the applicable district schedule to accommodate building features designed to reduce energy consumption.

10.33.2 For any building not included in section 10.33.1, the Director of Planning may vary any height, yard, or building depth regulation by a maximum of 1.25 m to accommodate building features designed to reduce energy consumption in a zero emission building, if the Director of Planning considers the intent of the applicable district schedule and all applicable Council policies and guidelines.

10.33.3 The Director of Planning may exclude from the computation of floor area any floor area occupied by heat recovery ventilators and connected shafts in a zero emission building that exceeds the floor area required in order for these features to meet the requirements of the Building By-law, to a maximum exclusion of 2% of permitted floor area.”.

12. Council strikes out section 11.3.8 in its entirety, and substitutes the following:

“11.3.8 Laneway House

11.3.8.1 A laneway house is only permitted in combination with a single detached house or single detached house with secondary suite, and only on a site that provides vehicular access from the rear of the site.

11.3.8.2 The floor area for a laneway house must not exceed the lesser of:

- (a) 0.25 multiplied by the site area; and
- (b) 186 m².

11.3.8.3 The minimum site width for a laneway house is 9.8 m, except that the Director of Planning may reduce the minimum site width if:

- (a) the site is at least 7.3 m in width; and
- (b) the Director of Planning considers massing, overlook and impact on

neighbourhood privacy and all applicable Council policies and guidelines.

- 11.3.8.4 The building height for a laneway house must not exceed 8.5 m.
- 11.3.8.5 Despite the maximum permitted site coverage in an applicable district schedule, for a site with a laneway house, the maximum site coverage is 50% of the site area.
- 11.3.8.6 A laneway house must be at least:
- (a) 4.9 m, measured across the width of the site, from the single detached house or single detached house with secondary suite on the site;
 - (b) 0.9 m from the ultimate rear property line; and
 - (c) 1.2 m from each side property line, except that the Director of Planning may reduce this requirement for sites less than 10.1 m in width.
- 11.3.8.7 Except for a laneway house with no separate bedrooms, a laneway house must include:
- (a) 1 main habitable room that is not a bedroom, with a minimum size of 16.7 m² and a minimum dimension of 2.1 m measured between finished wall surfaces; and
 - (b) at least 1 bedroom with a minimum size of 8.4 m² and a minimum dimension of 2.1 m measured between finished wall surfaces.
- 11.3.8.8 Computation of floor area for a laneway house must include:
- (a) all floors, including earthen floor, measured to the extreme outer limits of the building;
 - (b) stairways, fire escapes, elevator shafts and other features that the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
 - (c) where the distance from a floor to the floor above or, where there is no floor above, to the top of the roof joists, exceeds 3.7 m, an amount equal to the area of the floor below the excess height.
- 11.3.8.9 Computation of floor area for a laneway house must exclude:
- (a) floors or portions thereof that are used for off-street parking, provided that each parking space is open on at least 2 sides and does not exceed 7.3 m in length;

- (b) balconies and decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that the total area of these exclusions does not exceed 8% of the permitted floor area;
- (c) entries, porches and verandahs, if:
 - (i) they are open or protected by guard rails that do not exceed the required minimum height,
 - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section 11.3.8.9(b) above, does not exceed 13% of the permitted floor area, and
 - (iii) the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the entry, porch or verandah floor;
- (d) areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, if:
 - (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
 - (ii) the excluded floor area does not exceed 10% of the permitted total floor area;
- (e) areas of undeveloped floors that are located:
 - (i) above the highest storey or partial storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m; and
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m.

11.3.8.10

Decks and roof decks are not permitted above the uppermost level of a laneway house.”.

13. In the RT-5 and RT-5N Districts Schedule, Council strikes out section 4.5.6 and substitutes the following:

“4.5.6 The Director of Planning may vary the requirements of sections 4.5.2, 4.5.4 and 4.5.5 above for a duplex or duplex with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression.”.

14. In the RT-11 and RT-11N Districts Schedule, Council strikes out section 4.6.8 and substitutes the following:

“4.6.8 The Director of Planning may vary the requirements of this section 4.6 if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression.”.

15. In the RM-7, RM-7N and RM-7AN Districts Schedule, Council:

- (a) in section 3.5.2.11, strikes out “Certified Passive House” and substitutes “zero emission building”; and
- (b) in section 4.7.4, strikes out “building designed for certification under the Passive House standard or International Living Future Institute’s Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning” and substitutes “zero emission building”.

16. In the RM-8, RM-8N, RM-8A and RM-8AN Districts Schedule, Council:

- (a) in section 3.4.2.11, strikes out “Certified Passive House” and substitutes “zero emission building”; and
- (b) in section 4.8.3, strikes out “building designed for certification under the Passive House standard or International Living Future Institute’s Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning” and substitutes “zero emission building”.

17. In section 1.1 of the RT-1 and RT-2 District Schedules, Council strikes out “Multiple Conversion Dwelling Guidelines (RS-1A, RS-2, RS-7, RT-1 and RT-2 Districts)” and substitutes “Multiple Conversion Dwelling Guidelines (RT-1 and RT-2 Districts).”.

18. In section 4.1.1 of the RT-1, RT-2, RT-3, RT-4, RT-4A, RT-4N and RT-4AN, RT-5 and RT-5N, RT-6, RT-7, RT-8, RT-9, RM-2, RM-3, RM-3A, RM-4 and RM-4N, RM-6, and FM-1 District Schedules, Council:

- (a) in section 4.1.1(a), adds “and” after “;”;
- (b) in section 4.1.1(b), strikes out “; and” and substitutes “.”; and
- (c) strikes out section 4.1.1(c).

19. In section 4.1.1 of the RT-10 and RT-10N, and RT-11 and RT-11N District Schedules, Council:

- (a) in section 4.1.1(b), adds “and” after “;”;
- (b) in section 4.1.1(c), strikes out “; and” and substitutes “.”; and
- (c) strikes out section 4.1.1(d).

20. In section 4.1.1 of the RM-1 and RM-1N, and RM-7, RM-7N and RM-7AN District Schedules, Council:

- (a) in section 4.1.1(b), adds “and” after “;”;
- (b) in section 4.1.1(c)(ii), strikes out “; and” and substitutes “.”; and
- (c) strikes out section 4.1.1(d).

21. In section 4.2.1 of the RM-5, RM-5A, RM-5B, RM-5C, and RM-5D, RM-9A and RM-9AN, RM-9, RM-9N and RM-9BN, RM-10 and RM-10N, and RM-11 and RM-11N District Schedules, Council:

- (a) in section 4.2.1(a), adds “and” after “;”;
- (b) in section 4.2.1(b), strikes out “; and” and substitutes “.”; and
- (c) strikes out section 4.2.1(c).

22. In section 4.2.1 of the RM-8, RM-8N, RM-8A, and RM-8AN, and RM-12N District Schedules, Council:

- (a) in section 4.2.1(b), adds “and” after “;”;
- (b) in section 4.2.1(c)(ii), strikes out “; and” and substitutes “.”; and
- (c) strikes out section 4.2.1(d).

23. In section 4.1.2(f)(iv) of the RT-5 and RT-5N Districts Schedule and the RT-11 and RT- 11N Districts Schedule, Council strikes out “1.83 m” and substitutes “1.8 m”.

24. In section 4.1.2(h)(iv) of the RM-7, RM-7N and RM-7AN Districts Schedule and the RM-8, RM-8N, RM-8A and RM-8AN Districts Schedule, Council strikes out “1.83 m” and substitutes “1.8 m”.

25. In Schedule F, Council:

- (a) adds the following new rows above the row for RM-8 and RM-8N (Marpole):

“

R1-1 (site area from 306 m ² up to but not including 464 m ² and site frontage from 10.0 m up to but not including 13.4 m)	Sub-area A - \$32.29 per m ² Sub-area B - \$32.29 per m ² Sub-area C - \$32.29 per m ²
R1-1 (site area from 464 m ² up to but not including 557 m ² and site frontage from 13.4 m up to but not including 15.1 m)	Sub-area A - \$699.65 per m ² Sub-area B - \$538.20 per m ² Sub-area C - \$322.92 per m ²
R1-1 (site area from 557 m ² up to but not including 623 m ² and site frontage from 15.1 m up to but not including 17.1 m)	Sub-area A - \$699.65 per m ² Sub-area B - \$538.20 per m ² Sub-area C - \$322.92 per m ²
R1-1 (site area of 623 m ² or greater and site frontage of 17.1 m or greater)	Sub-area A - \$1,506.95 per m ² Sub-area B - \$1,076.39 per m ² Sub-area C - \$753.47 per m ²

”

- (b) adds a heading above the paragraph starting with “For the purposes of this schedule, “amenity” means”, as follows:

“Amenities”;

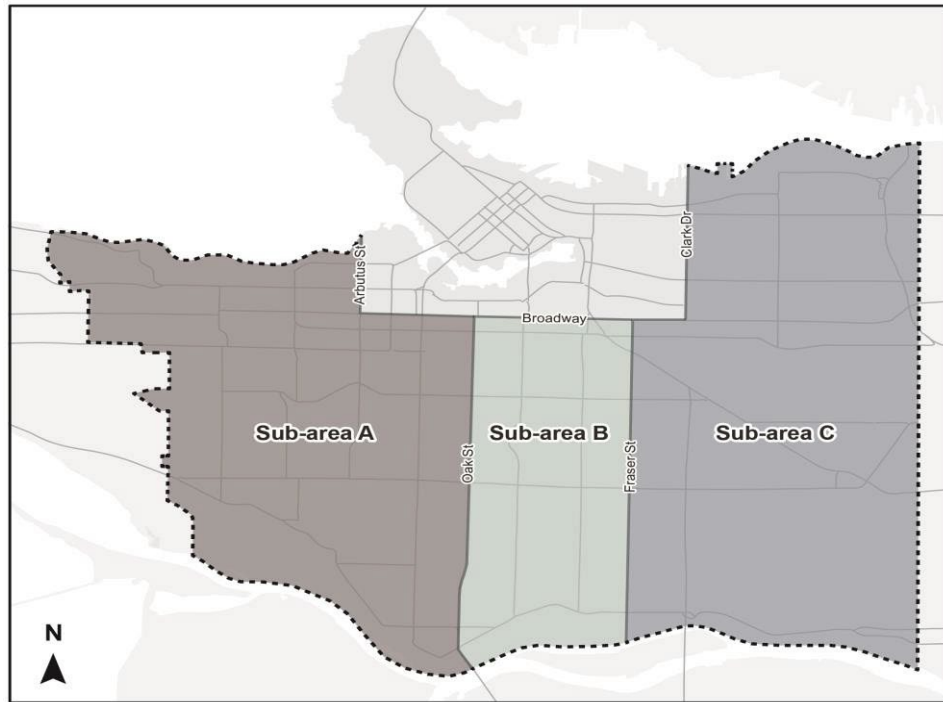
- (c) adds the following new paragraphs below the paragraph starting with “For the purposes of this schedule, “amenity” means”:

“R1-1 Share Costs and Sub-areas

For the purposes of this schedule, if an R1-1 site does not meet both the site area and the site frontage conditions set out in the table above, then the amount applied to the site will be the cost that applies to the site area or site frontage condition met by the site that results in the lower Affordable Housing or Amenity Share cost.

For the purposes of this schedule, sub-areas A, B and C of the R1-1 Zoning District are identified in **Map 1: Sub-areas A, B and C for R1-1 Zoning District Affordable Housing and Amenity Share Costs:**

Map 1: Sub-areas A, B and C for R1-1 Zoning District Affordable Housing and Amenity Share Costs



LEGEND

- Sub-area A
- Sub-area B
- Sub-area C
- Boundaries of the City



”; and

Schedule A

R1-1

District Schedule

1 INTENT AND OVERVIEW

1.1 Intent

The intent of this Residential Inclusive district schedule is to enable a variety of small-scale housing options while retaining the single lot character of the area. Housing options include multiple dwellings (“multiplex” up to 6 dwelling units, or up to 8 rental dwelling units), duplexes and single detached houses. Duplexes and single detached houses may include additional dwelling units such as secondary suites, lock-off units and laneway houses. Retention of character houses is encouraged by permitting infill and multiple conversion dwellings where a character house is retained.

Without limitation, applicable Council policies and guidelines for consideration include the [Guidelines for Additions, Infill and Multiple Conversion Dwelling in Association with the Retention of a Character House in the R1-1 Zone](#) and [Flood Plain Standards and Requirements](#).

1.2 Overview

The table below provides an overview of the outright and conditional approval uses in the R1-1 district, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
557 m ²	Multiple dwelling containing 6, 7 or 8 dwelling units	3.1
464 m ²	Multiple dwelling containing 5 dwelling units	3.1
306 m ²	Multiple dwelling containing 3 or 4 dwelling units	3.1
	Duplex or Duplex with Secondary Suite	3.2
	Single Detached House or Single Detached House with Secondary Suite	3.2
--	Other uses in section 2.1 of this schedule	3.2

2 USE REGULATIONS

2.1 Outright and Conditional Approval Uses

All outright and conditional approval uses are subject to all other provisions of this by-law, including [Section 2](#), [Section 10](#) and [Section 11](#), and compliance with the regulations of this schedule including section [2.2](#).

The uses identified in the table below as outright approval uses are permitted in this district and will be issued a permit.

The uses identified in the table below as conditional approval uses may be approved in this district by the Director of Planning, with or without conditions, if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Uses are listed under their general land use category. Applicable use-specific regulations in section [2.2](#) of this schedule are cross-referenced in the third column. Cross-references to applicable use-specific regulations are provided for information purposes only and do not form part of this by-law.

Use	Approval	Use-Specific Regulations
Agricultural Uses		
Urban Farm - Class A	Conditional	
Cultural and Recreational Uses		
Community Centre or Neighbourhood House	Conditional	
Golf Course or Driving Range	Conditional	
Library, in combination with Community Centre	Conditional	
Marina	Conditional	
Park or Playground	Conditional	
Stadium or Arena	Conditional	
Zoo or Botanical Garden	Conditional	
Dwelling Uses		
Duplex	Outright	
Duplex with Secondary Suite	Conditional	2.2.1 , 2.2.2 , 2.2.3
Infill, in combination with the retention of a character house	Conditional	2.2.1 , 2.2.2
Infill, existing as of October 17, 2023	Conditional	
Laneway House	Conditional	2.2.1 , 2.2.2 , 2.2.4
Mixed-Use Residential Building	Conditional	2.2.5
Multiple Conversion Dwelling, resulting from the conversion of a character house	Conditional	2.2.1 , 2.2.2 , 2.2.6

Use	Approval	Use-Specific Regulations
Multiple Conversion Dwelling, existing as of October 17, 2023	Conditional	
Multiple Dwelling, containing no more than 8 dwelling units	Conditional	2.2.1 , 2.2.2 , 2.2.7 , 2.2.8 , 2.2.9 , 2.2.10
Principal Dwelling Unit with Lock-Off Unit	Conditional	2.2.11
Seniors Supportive or Assisted Housing	Conditional	
Single Detached House	Outright	
Single Detached House with Secondary Suite	Conditional	2.2.1 , 2.2.2
Single Detached House in combination with another Single Detached House, existing as of October 17, 2023	Conditional	
Institutional Uses		
Ambulance Station	Conditional	
Child Day Care Facility	Conditional	
Church	Conditional	
Community Care Facility - Class A	Outright	2.2.12
Community Care Facility - Class B	Conditional	
Group Residence	Conditional	
Hospital	Conditional	
Public Authority Use, essential in this district	Conditional	
School - Elementary or Secondary	Conditional	
Social Service Centre	Conditional	
Office Uses		
Temporary Sales Office	Conditional	
Parking Uses		
Parking Area, ancillary to a principal use on an adjacent site	Conditional	
Retail Uses		
Farmers' Market	Conditional	2.2.13
Neighbourhood Grocery Store	Conditional	
Public Bike Share	Conditional	
Service Uses		
Bed and Breakfast Accommodation	Conditional	
Short Term Rental Accommodation	Conditional	
Utility and Communication Uses		
Public Utility	Conditional	

Use	Approval	Use-Specific Regulations
uncategorized		
Accessory Buildings, customarily ancillary to any use listed in this section 2.1	Outright	2.2.14
Accessory Buildings, customarily ancillary to any use listed in this section 2.1 and not permitted as an outright approval use	Conditional	
Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1	Outright	2.2.15
Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	
Deposition or extraction of material, which alters the configuration of the land	Conditional	

2.2 Use-Specific Regulations

2.2.1 A new multiple dwelling, duplex with secondary suite, single detached house with secondary suite, laneway house, infill in combination with the retention of a character house, or multiple conversion dwelling resulting from the conversion of a character house may only be permitted if:

- (a) on a site less than 15.1 m in width, a minimum of 1 existing tree located in the front yard is retained or, where an existing tree in the front yard cannot be retained or where there are no existing trees in the front yard, a minimum of 1 tree is planted in the front yard; and
- (b) on a site 15.1 m in width or wider, a minimum of 2 existing trees located in the front yard of the site are retained or, where an existing tree in the front yard cannot be retained or where there are no existing trees in the front yard, a minimum of 1 tree in the case where 1 existing tree could be retained, or 2 trees in the case where no trees could be retained or there were no existing trees, are planted in the front yard,

except that for a site without access to a lane, the Director of Planning may vary any requirement in this section [2.2.1](#).

2.2.2 For the purposes of fulfilling the requirements of section [2.2.1](#) above:

- (a) existing trees that are retained must have a trunk or stem the diameter of which, or 2 or more trunks or stems the combined diameter of the 2 or 3 largest trunks or stems of which, measured 1.4 m above the existing grade of the ground adjoining its base, is 20 cm or more; and
- (b) for each tree that must be planted, any of the following may be planted:
 - (i) 1 tree as described in Part 1 of Schedule D of the [Protection of Trees By-law](#),
 - (ii) 2 trees as described in Part 2 of Schedule D of the [Protection of Trees By-law](#), or

(iii) a tree or trees acceptable to the Director of Planning,

except that in the case of a sloping site, 1 tree as described in Part 2 of Schedule D of the **Protection of Trees By-law** may be planted.

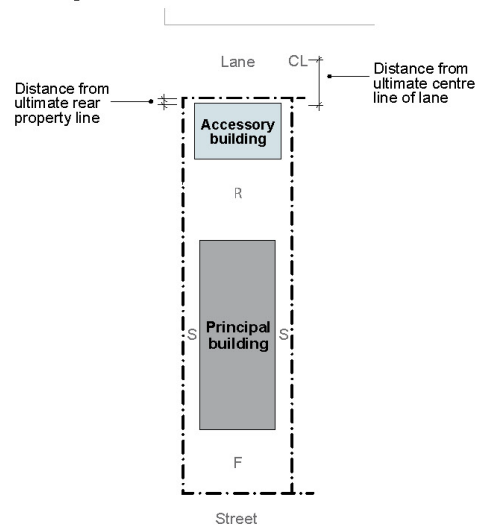
- 2.2.3 Duplex with secondary suite must have no more than 1 secondary suite for each dwelling unit.
- 2.2.4 Laneway house is regulated by **Section 11** of this by-law and sections **3** and **4** of this schedule do not apply.
- 2.2.5 The only non-dwelling use permitted in a mixed-use residential building is neighbourhood grocery store.
- 2.2.6 Multiple conversion dwelling resulting from the conversion of a character house, may be permitted if it contains no housekeeping or sleeping units.
- 2.2.7 Multiple dwelling containing 7 or 8 dwelling units is only permitted where all of the dwelling units are non-stratified and secured as residential rental tenure.
- 2.2.8 Multiple dwelling is only permitted on a site that:
- (a) is a single lot on record in the Land Title Office prior to October 17, 2023;
 - (b) provides vehicular access from the rear of the site; and
 - (c) is not located partially or fully within a designated flood plain.
- 2.2.9 Multiple dwellings containing the number of dwelling units specified in the first column below must have a minimum number of dwelling units with 2 or more bedrooms according to the second or third column below:

Number of dwelling units	Multiple dwellings where all of the dwelling units except a dwelling unit occupied by a registered owner are secured as residential rental tenure	All other multiple dwellings
Multiple dwelling containing 3 dwelling units	1 dwelling unit	2 dwelling units
Multiple dwelling containing 4 dwelling units	1 dwelling unit	2 dwelling units
Multiple dwelling containing 5 dwelling units	2 dwelling units	3 dwelling units
Multiple dwelling containing 6 dwelling units	2 dwelling units	3 dwelling units
Multiple dwelling containing 7 dwelling units	2 dwelling units	Not applicable
Multiple dwelling containing 8 dwelling units	3 dwelling units	Not applicable

- 2.2.10 For multiple dwelling, the Director of Planning may permit more than 1 principal building on a site, if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

- 2.2.11 Principal dwelling unit with lock-off unit may be permitted only in:
- (a) a duplex and there may be no more than 1 lock-off unit for each dwelling unit; and
 - (b) a duplex with secondary suite if there is only 1 secondary suite and only 1 lock-off unit, and the lock-off unit is in the dwelling unit without a secondary suite.
- 2.2.12 Community care facility - class A is subject to the regulations, variations and relaxations that apply to single detached house.
- 2.2.13 Farmers' market may be permitted if the Director of Planning considers the appropriateness of the use with respect to compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility and pedestrian amenity.
- 2.2.14 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule are permitted as an outright approval use if:
- (a) no accessory building exceeds a building height of 4.6 m;
 - (b) all accessory buildings are located at least:
 - (i) 3.1 m from the ultimate centre line of any rear or flanking lane, and
 - (ii) 0.6 m from the ultimate rear property line; and
 - (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, does not exceed 48 m².
- 2.2.15 Accessory parking spaces customarily ancillary to any outright approval use listed in section 2.1 of this schedule must comply with the provisions of section 2.2.14(b) above.

Diagram: Building placement for accessory building



CL	Centre line	F	Front yard
R	Rear yard	- - -	Property line
S	Side yard		

3 DENSITY, FORM AND PLACEMENT REGULATIONS

This section contains density, form and placement regulations organized by use.

3.1 Multiple dwelling, containing no more than 8 dwelling units

Multiple dwelling containing no more than 8 dwelling units is subject to the following regulations.

3.1.1 Density and Floor Area

3.1.1.1 The maximum floor space ratio is 0.70, except that the Director of Planning may increase:

- (a) the permitted floor space ratio to a maximum of 1.00 for multiple dwelling containing no more than 8 dwelling units where all of the dwelling units are secured as residential rental tenure, except that 1 dwelling unit may be occupied by a registered owner of the site;
- (b) the permitted floor space ratio to a maximum of 1.00 for multiple dwelling containing no more than 6 dwelling units where at least 1 dwelling unit is developed as a below-market homeownership unit, if a partnering agreement between the City and the BC Housing Management Commission that establishes terms and conditions related to a below-market homeownership program has been entered into and is in effect; or
- (c) the permitted floor area by 1 m² per amenity share or per affordable housing share provided to the City at no cost to the City, to a maximum floor space ratio of 1.00 for multiple dwelling containing no more than 6 dwelling units,

if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

3.1.1.2 For the purposes of this schedule, below-market homeownership unit means a dwelling unit with:

- (a) at least 2 bedrooms; and
- (b) a floor area of not less than 90 m²,

that is subject to a registered agreement with the BC Housing Management Commission with terms that ensure the dwelling unit will be sold at an initial price of a minimum of 50% below fair market value to purchasers that meet income and other eligibility criteria as specified by the BC Housing Management Commission in consultation with the Director of Planning, and that is in compliance with a partnering agreement between the City and the BC Housing Management Commission.

3.1.1.3 Despite section **3.1.1.1(c)** above, the maximum floor space ratio achievable as a result of the provision of amenity shares or affordable housing shares must otherwise comply in all respects with this schedule and this by-law.

3.1.2 Building Form and Placement

Regulations		R1-1
3.1.2.1	Site area and site frontage for multiple dwelling containing 6 or more dwelling units:	
	(a) minimum site area	557 m ²
	(b) minimum site frontage	15.1 m
3.1.2.2	Site area and site frontage for multiple dwelling containing 5 dwelling units:	
	(a) minimum site area	464 m ²
	(b) minimum site frontage	13.4 m
3.1.2.3	Site area and site frontage for multiple dwelling containing 3 or 4 dwelling units:	
	(a) minimum site area	306 m ²
	(b) minimum site frontage	10.0 m
	(c) maximum site area for multiple dwelling containing 3 dwelling units	463 m ²
	(d) maximum site frontage for multiple dwelling containing 3 dwelling units	13.3 m
3.1.2.4	Minimum site depth for:	
	(a) buildings in a courtyard configuration	33.5 m
	(b) all other buildings	30.4 m
3.1.2.5	Maximum building height for:	
	(a) rear buildings	8.5 m and 2 storeys
	(b) all other buildings	11.5 m and 3 storeys
3.1.2.6	Minimum front yard depth	4.9 m
3.1.2.7	Minimum side yard width	1.2 m
3.1.2.8	Minimum rear yard depth for:	
	(a) buildings in a courtyard configuration	0.9 m

Regulations	R1-1
(b) all other buildings	10.7 m
3.1.2.9 Maximum building depth	19.8 m
3.1.2.10 Maximum building width	17.4 m
3.1.2.11 Minimum separation between:	
(a) buildings located on a site frontage	2.4 m
(b) rear buildings	2.4 m
(c) buildings located on a site frontage and rear buildings	6.1 m

Building Depth

3.1.2.12 For corner sites, the Director of Planning may increase the maximum building depth if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

Building Separation

3.1.2.13 Minimum separation between buildings must be measured from the closest portion of the exterior walls of any other building on the site.

Diagram: Multiple dwelling – courtyard configuration

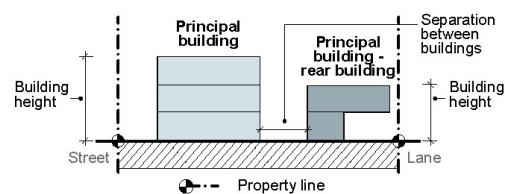


Diagram: Building placement for multiple dwelling in a courtyard configuration

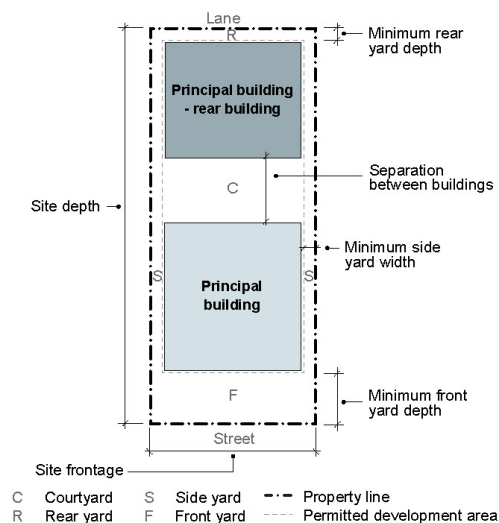


Diagram: Building placement for multiple dwelling on a smaller site frontage

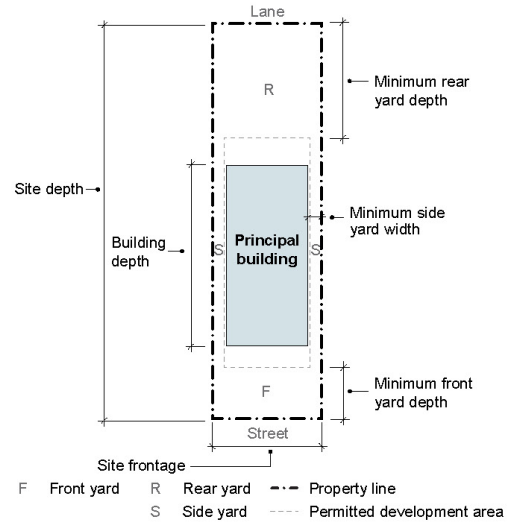
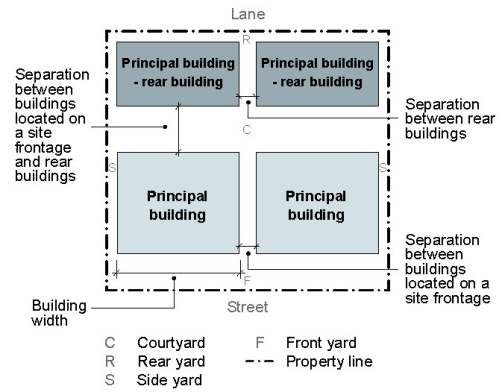


Diagram: Separation between buildings and building width for multiple dwelling in a courtyard configuration on a wider site frontage



3.2 Other Uses

All other uses not regulated by section 3.1 of this schedule are subject to the following regulations.

3.2.1 Density and Floor Area

- 3.2.1.1 The maximum floor space ratio is 0.60, except that for duplex and duplex with secondary suite, the maximum floor space ratio is 0.70.
- 3.2.1.2 Despite section 3.2.1.1 above, the Director of Planning may increase the permitted floor space ratio to a maximum of:
- (a) 0.65 for single detached house and single detached house with secondary suite to facilitate an addition to a character house;
 - (b) 0.75 for multiple conversion dwelling to facilitate an addition to a character house; or
 - (c) 0.85 for infill in combination with the retention of a character house,
- if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

3.2.2 Building Form and Placement

Regulations		R1-1
3.2.2.1	Minimum site area for duplex, duplex with secondary suite, single detached house, and single detached house with secondary suite	306 m ²
3.2.2.2	Minimum site frontage for duplex, duplex with secondary suite, single detached house, and single detached house with secondary suite	7.3 m
3.2.2.3	Maximum building height	11.5 m and 3 storeys
3.2.2.4	Minimum front yard depth	4.9 m
3.2.2.5	Minimum side yard width	1.2 m
3.2.2.6	Minimum rear yard depth	10.7 m
3.2.2.7	Maximum site coverage for all buildings	50% of the site area
3.2.2.8	Maximum area of impermeable materials	75% of the site area

Site Area and Site Frontage

3.2.2.9 The Director of Planning may reduce the minimum site area and minimum site frontage for a building containing a dwelling use if the Director of Planning is satisfied with the liveability of the dwelling units.

Building Height

3.2.2.10 Despite the maximum building height in section 3.2.2.3 above, the third storey must be a partial storey not exceeding 50% of the storey immediately below.

Side Yard

3.2.2.11 For a site frontage less than 10.1 m in width, the Director of Planning may reduce the minimum side yard width to 1.0 m.

3.2.2.12 For sites less than 7.3 m in width, the minimum side yard width will be reduced to permit the construction of a single detached house on an existing lot that was on record in the Land Title Office as of June 24, 2014, if the use was previously approved under issued development or building permits.

Site Coverage and Impermeability

3.2.2.13 Except where the principal use of the site is a parking area, the maximum site coverage for any portion of the site used as a parking area is 30%.

3.2.2.14 The Director of Planning may increase the maximum area of impermeable materials for non-dwelling uses if:

- (a) there is a demonstrated need for increased paved or otherwise impermeable surface area to the satisfaction of the Director of Planning; and

Diagram: Building height

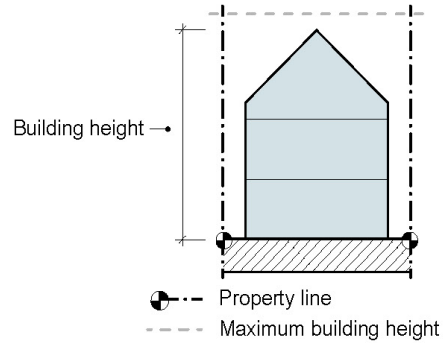
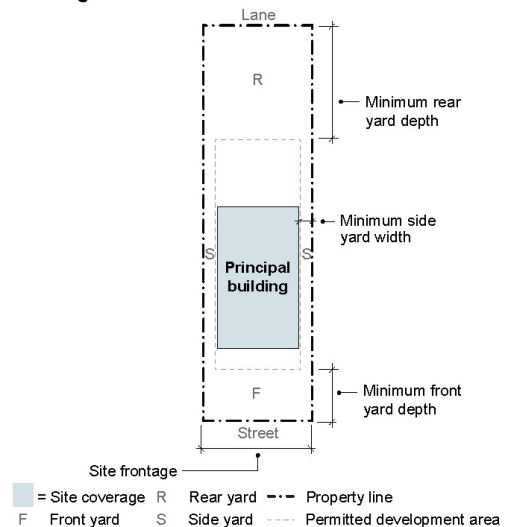


Diagram: Building placement for principal building



- (b) the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

4 GENERAL REGULATIONS

All uses in this district are subject to the following regulations.

4.1 Amenity Shares and Affordable Housing Shares

4.1.1 For the purposes of this schedule, amenity has the meaning set out in [Schedule F: Affordable Housing Share and Amenity Share Cost Schedule](#) of this by-law.

4.1.2 For the purposes of this schedule, the cost of an amenity share or affordable housing share is the amount specified per m² in [Schedule F: Affordable Housing and Amenity Share Cost Schedule](#) of this by-law for the R1-1 zoning district.

4.2 Computation of Floor Area

4.2.1 Computation of floor area must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building including accessory buildings;
- (b) stairways, fire escapes, elevator shafts, and other features that the Director of Planning considers similar to the foregoing, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
- (c) where the distance from a floor to the floor above, or where there is no floor above, to the top of the roof joists, exceeds 3.7 m, an amount equal to the area of the floor below the excess height.

4.2.2 Computation of floor area must exclude:

- (a) the floor area of a laneway house;
- (b) for multiple dwelling, where floors are used for off-street parking or bicycle storage, those floors or portions thereof that are contained within an accessory building or a rear building, provided that:
 - (i) each parking space is open on at least 2 sides and does not exceed 7.3 m in length, and
 - (ii) bicycle storage to a maximum of 24 m²;
- (c) for all other uses, where floors are used for off-street parking, loading and bicycle storage, those floors or portions thereof up to a maximum of 48 m², that are located in:
 - (i) an accessory building or a rear building,
 - (ii) a principal building where a site has no developed secondary access, or
 - (iii) a principal building on a corner site where the rear property line of a site adjoins, without the intervention of a lane, the side yard of a site in an R district,provided that each parking space does not exceed 7.3 m in length;

- (d) for multiple dwelling, floors or portions thereof that are used for heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing, up to a maximum of 3.7 m² per dwelling unit;
- (e) patios and roof decks, if the Director of Planning considers the impact on privacy and overlook;
- (f) balconies and decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that the total area of these exclusions does not exceed:
 - (i) 12% of the permitted floor area for multiple dwelling, and
 - (ii) 8% of the permitted floor area for all other uses;
- (g) entries, porches and verandahs, and covered porches above the first storey, if:
 - (i) they are open or protected by guards that do not exceed the required minimum height,
 - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section 4.2.2(f) above, does not exceed:
 - (A) 16% of the permitted floor area for multiple dwelling, or
 - (B) 13% of the permitted floor area for all other uses,
 - (iii) the depth of the total area being excluded for covered porches above the first storey does not exceed 1.8 m, and
 - (iv) the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the entry, porch or verandah floor;
- (h) unconditioned floor areas with a ceiling height or height to the underside of joists of less than 2.0 m, located below the floors of entries, porches and verandahs complying with section 4.2.2(g) above, to which there is no access from the interior of the building;
- (i) areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, if:
 - (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
 - (ii) the excluded floor area does not exceed 10% of the permitted total floor area,

and despite the definition of "partial storey" in Section 2 of this by-law, for the purposes of this schedule the maximum permitted floor area contained in a partial storey must not include floor area excluded in this section 4.2.2(i);
- (j) areas of undeveloped floors that are located:
 - (i) above the highest storey or partial storey, and to which there is no permanent means of access other than a hatch, or

- (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;
- (k) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (l) despite section **4.2.1(b)** above, for multiple dwelling, where a dwelling unit is located above another dwelling unit in a multiple dwelling, an area of 7.5 m² per dwelling unit for an internal stairway that provides access to the upper dwelling unit and the area located immediately below the internal stairway; and
- (m) child day care facilities to a maximum floor area of 10% of the permitted floor area, if the Director of Planning is satisfied that there is a need for a child day care facility in the immediate neighbourhood.

4.3 Measurements

- 4.3.1 Where a building line has been established pursuant to section **8.1.2** of this by-law, such building line will be deemed to be the southerly boundary of any required rear yard on lands described in "Plan A" of Part III of **Schedule E** to this by-law, despite any dimension contained herein.
- 4.3.2 The maximum area of impermeable materials includes site coverage for all buildings.
- 4.3.3 For the purposes of section **3.1** of this schedule, building depth means the maximum distance from the front exterior wall to the rear exterior wall, except that balconies and entries, porches and verandahs that comply with **Section 10** of this by-law and sections **4.2.2(f)** and **4.2.2(g)** of this schedule may be excluded from the measurement of building depth.

4.4 External Design

- 4.4.1 No portion of the basement or cellar may project horizontally beyond the perimeter of the first storey, including entries, porches and verandahs.
- 4.4.2 The surface of the ground adjoining a building may be lowered only for the purpose of providing:
 - (a) a window well for a basement or a cellar, if the lowered surface does not extend more than 1.0 m from the surface of a wall;
 - (b) a sunken entrance for a basement, if:
 - (i) the portion of the building abutting the lowered surface faces either the front street or the rear property line,
 - (ii) the lowered surface does not extend more than 3.1 m into the required front or rear yard, measured from the street-facing wall and including stair runs or vertical change in grade between the basement and the existing grade, and
 - (iii) the sum of the widths of all lowered surfaces abutting the building is not greater than half the building width or 4.6 m, whichever is the lesser; or
 - (c) a sunken entrance for a cellar in buildings existing prior to June 23, 2020, if:

- (i) it complies with section 4.4.2(b) above, and
- (ii) the depth of the lowered surface does not exceed 1.8 m below the average finished grade,

except that the Director of Planning may vary the requirements of this section 4.4.2 if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression.

- 4.4.3 Exterior windows in a secondary suite or lock-off unit must have a minimum total glazing area of:
 - (a) 10% of the total floor area of the room, in each of the kitchen, living room and dining room; and
 - (b) 5% of the total floor area of the room, in all other rooms, except bathrooms and laundry rooms.
- 4.4.4 For multiple dwelling, no exterior stairway can exceed the length of 2.4 m.
- 4.4.5 For multiple dwelling, a minimum area of 7.4 m² per dwelling unit must be provided in the form of balconies, decks, roof decks, patios, or other outdoor spaces to the satisfaction of the Director of Planning.

EXPLANATION

A By-law to amend Parking By-law No. 6059 regarding missing middle housing and simplifying regulations

Following the Public Hearing on September 14, 2023, Council resolved to amend the Parking By-law to reflect vehicle and bike parking requirements for multiplex projects and update references to RS zones. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
regarding missing middle housing and simplifying regulations**

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

1. This by-law amends the indicated provisions of the Parking By-law.
2. In section 4.2.1.3, Council strikes out the entries for RS-7 and RS-1A in columns 1 and 2.
3. In column 1 of section 4.2.1.3, Council:
 - (a) adds “R1-1,” before “RT-5”; and
 - (b) strikes out “RS-2, RS-4,” before “RT-1”.
4. In section 4.2.1.4, Council:
 - (a) adds a new entry after the entry for DEOD as follows:

“R1 | No requirement.”; and
 - (b) in column 1, strikes out “RS-7,” before “RT-3”.
5. In column 2 of section 4.5.B1, Council adds “No requirement in an R1 district.” as a new entry before the entry “A minimum of 1 space for each 125 m² of gross floor area.”.
6. In section 4.7.2, Council:
 - (a) strikes out “Access to Parking Spaces in RS-1, RS-3, RS-3A, RS-5, RS-6 and RS-7 Districts”, and substitutes “Access to Parking Spaces in the R1-1 District”; and
 - (b) strikes out “Access by a vehicle to any off-street parking space on any site in the RS-1, RS-3, RS-3A, RS-5, RS-6, or RS-7 District must be from a lane abutting the site:” and substitutes “Access by a vehicle to any off-street parking space on any site in the R1-1 District must be from a lane abutting the site.”.
7. Council strikes out section 4.8.6 and renumbers sections 4.8.7 through 4.8.14 as sections 4.8.6 through 4.8.13, respectively.
8. Council strikes out section 4.8.12 and substitutes the following:

“4.8.12 Requirements for Laneway House Parking Space

On a site with a laneway house, there shall be at least one off-street parking space that is open on at least two sides.”.

EXPLANATION**A By-law to amend the Subdivision By-law No. 5208
regarding missing middle housing and simplifying regulations**

Following the Public Hearing on September 14, 2023, Council resolved to amend the Subdivision By-law to update references to RS zones, and consolidate the RS zone requirements into one R1-1 Residential Inclusive zone in Schedule A. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend the Subdivision By-law No. 5208
regarding missing middle housing and simplifying regulations**

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

1. This by-law amends the indicated provisions of the Subdivision By-law No. 5208.
2. In section 9.1, Council strikes out “RS-1, RS-3, RS-3A, RS-5 or RS-6” and substitutes “R1-1”.
3. In section 9.2, Council strikes out “RS-1, RS-3, RS-3A, RS-5 or RS-6” and substitutes “R1-1”.
4. In Table 1 of Schedule A, Council:

- (a) adds a new entry under the entry for FM-1 as follows:

“

R1-1 Residential Inclusive	A	30'	[9.144 m]	3000 sq. ft.	[278.709 m ²]
	A1	30'	[9.144 m]	3600 sq. ft.	[334.451 m ²]
	B	40'	[12.192 m]	3600 sq. ft.	[334.451 m ²]
	B1	40'	[12.192 m]	4800 sq. ft.	[445.935 m ²]
	B2	40'	[12.192 m]	6000 sq. ft.	[557.418 m ²]
	C	50'	[15.240 m]	5000 sq. ft.	[464.515 m ²]
	D	60'	[18.288 m]	5400 sq. ft.	[501.676 m ²]
	E	75'	[22.860 m]	6750 sq. ft.	[627.095 m ²]
	F	100'	[30.480 m]	12000 sq. ft.	[1 114.836 m ²]
G	150'	[45.720 m]	18000 sq. ft.	[1 672.254 m ²]	

According to lettered sub-areas, as delineated by heavy solid and dashed lines on the maps attached to this Schedule A

”;

and

- (b) strikes out the entries for RS-1, RS-1A, RS-1B (Single Detached House E. of Elliott Street), RS-1B (Single Detached House W. of Elliott Street), RS-2, RS-3 and RS-3A, RS-5, RS-6 and RS-7 in their entirety.
5. In Table 2 of Schedule A, Council strikes out the entries for RS-1A, RS-1B, RS-2 and RS-7 in their entirety.
 6. In item 7 of Schedule F (Fees), Council strikes out “RS-1, RS-3, RS-3-A, RS-5 or RS-6” and substitutes “R1-1”.
 7. In Schedule A, Council amends the maps by:
 - (a) adding all lots formerly in the RS-1A district and labelling them as sub-area B1;
 - (b) adding all lots formerly in the RS-1B district east of Elliott Street and labelling them as sub-area A1;

- (c) adding all lots formerly in the RS-1B district west of Elliott Street and labelling them as sub-area B2;
- (d) adding all lots formerly in the RS-2 district and labelling them as sub-area B1; and
- (e) adding all lots formerly in the RS-7 district and labelling them as sub-area B1.

8. This by-law is to come into force and take effect on the date of its enactment, except that sections 2 through 7 do not come into force or take effect and the Subdivision By-law existing on October 16, 2023 remains in force and effect with regard to any complete development permit applications for single detached house or single detached house with secondary suite accepted on or before October 17, 2023.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

EXPLANATION**A By-law to amend the Building By-law No. 12511
regarding missing middle housing and simplifying regulations**

Following the Public Hearing on September 14, 2023, Council resolved to amend the Building By-law to modify entrance lighting regulations for laneway houses. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend the Building By-law No. 12511
regarding missing middle housing and simplifying regulations**

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

1. This by-law amends the indicated provisions of Building By-law No. 12511.
2. In Book I, Division B, Sentence 9.10.20.3.(5), Council:
 - (a) strikes out “Despite Clause 9.10.20.3.(3)(b)” and substitutes “Despite the provisions of Clause 9.10.20.3.(3)(b),”; and
 - (b) adds “or provided with a strobe light connected to an internal *smoke alarm* within the *dwelling unit* that identifies the location of the principal entrance” after “visible from the *street*”.
3. In Book I, Division B, Clause 9.10.20.3.(6)(d), Council adds “or provided with a strobe light connected to an internal *smoke alarm* within the *dwelling unit* that identifies the location of the principal entrance” after “visible from the *street*”.
4. 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

City Clerk

EXPLANATION

A By-law to amend A By-law to amend the Zoning and Development Fee By-law No. 5585 regarding missing middle housing and simplifying regulations

Following the Public Hearing on September 14, 2023, Council resolved to amend the Zoning and Development Fee By-law to update references to RS zones and delete obsolete fees. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend the Zoning and Development Fee By-law No. 5585
regarding missing middle housing and simplifying regulations**

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

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.
2. In Schedule 1, Council:
 - (a) strikes out sections 1C and 1D;
 - (b) renumbers section 1E as section 1C; and
 - (c) in section 8, strikes out “RS-1, RS-3, RS-3A, RS-5 and RS-6” and substitutes “R1-1”.
3. This by-law is to come into force and take effect on the date of its enactment, except that section 2 does not come into force or take effect and the Zoning and Development Fee By-law existing on October 16, 2023 remains in force and effect with regard to any complete development permit applications for single detached house or single detached house with secondary suite accepted on or before October 17, 2023.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

EXPLANATION**A By-law to amend Street and Traffic By-law No. 2849
regarding missing middle housing and simplifying regulations**

Following the Public Hearing on September 14, 2023, Council resolved to amend the Street and Traffic By-law to update references to RS zones. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding missing middle housing and simplifying regulations**

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

1. This by-law amends the indicated provisions and Schedules of the Street and Traffic By-law.
2. In Schedule F, Council:
 - (a) strikes out “RS-1 District” and substitutes “R1-1 District”; and
 - (b) strikes out:
 - (i) “RS-1A District”,
 - (ii) “RS-1B District”,
 - (iii) “RS-2 District RS-3 and RS-3A Districts”,
 - (iv) “RS-4 District”,
 - (v) “RS-5 District”,
 - (vi) “RS-6 District”, and
 - (vii) “RS-7 District”.
3. This by-law is to come into force and take effect on the date of its enactment, except that section 2 does not come into force or take effect and the Street and Traffic By-law existing on October 16, 2023 remains in force and effect with regard to any complete development permit applications for single detached house or single detached house with secondary suite accepted on or before October 17, 2023.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

EXPLANATION**A By-law to amend Sign By-law No. 11879
regarding missing middle housing and simplifying regulations**

Following the Public Hearing on September 14, 2023, Council resolved to amend the Sign By-law to update references to RS zones. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 17, 2023

BY-LAW NO. _____

**A By-law to amend Sign By-law No. 11879
regarding missing middle housing and simplifying regulations**

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. In section 6.11(b), Council strikes out “RS” and substitutes “R1”.
3. In Table 1 of section 7.1, Council strikes out “RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-4, RS-5, RS-6, RS-7,” and substitutes “R1-1”.
4. This by-law is to come into force and take effect on the date of its enactment, except that sections 2 and 3 do not come into force or take effect and the Sign By-law existing on October 16, 2023 remains in force and effect with regard to any complete development permit applications for single detached house or single detached house with secondary suite accepted on or before October 17, 2023.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1656 Adanac Street**

The Director of Planning approved in principle the land owner's Development Application, under number DP-2022-00617, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
October 17, 2023

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1656 Adanac Street**

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

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

No PID

Lot A of Lot 10 Blocks C and D District Lot 183 Group 1
New Westminster District Plan EPP129619

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

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

**De Jager Volkenant
#211 - 17660 65A Avenue
Surrey BC V3S 5N4
604-953-1500**

MAT7895 - ENF
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
EPP129619	LOT A OF LOT 10 BLOCKS C AND D DISTRICT LOT 183 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP129619

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant. Entire Document.
PRIORITY AGREEMENT		Granting the Covenant contained herein priority over Option to Purchase BB1681140.
PRIORITY AGREEMENT		Granting the Covenant contained herein priority over Mortgage CA9799718 and Assignment of Rents CA9799719.

4. Terms

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

5. Transferor(s)

ENTRE NOUS FEMMES HOUSING SOCIETY, NO.50019957
PROVINCIAL RENTAL HOUSING CORPORATION, NO.52129, AS TO GRANT OF PRIORITY
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, AS TO GRANT OF PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD
2023-09-29

ENTRE NOUS FEMMES HOUSING SOCIETY

By their Authorized Signatory

Name: Lilian Chau

MARIA MACH
Barrister & Solicitor
#211 – 17660 65A Avenue
Surrey, BC V3S 5N4
Tel: 604-954-0635

Name: Anthony Baena

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

PROVINCIAL RENTAL HOUSING CORPORATION

As to grant of priority
By their Authorized Signatory

Name:

Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**BRITISH COLUMBIA HOUSING
MANAGEMENT COMMISSION**
As to grant of priority
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)
1656 ADANAC STREET

WHEREAS:

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

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

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

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2022-00617 (the "Development Application") to permit the development of a 7-storey multiple dwelling (social housing) building containing a total of 97 units with one level of parking (the "Development"), which Development Application was approved by the Development Permit Board in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will:

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

- i. a no separate-sales covenant;*
- ii. a no stratification covenant;*
- iii. that the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*
- iv. a requirement that not less than 30% of the social housing units will be occupied only by households with incomes below the current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management*

{01365799v1}

Housing Agreement (Social Housing)
 1656 Adanac Street
 AC/9593881.1

Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such social housing unit;

- v. *requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755; and*
- vi. *on such other terms and conditions at the General Manager of Planning, Urban Design and Sustainability) or successor in function) and the Director of Legal Services may in their sole discretion require."*

(the "Social Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "BC Housing" means British Columbia Housing Management Commission or its successors in function;
- (c) "City" and "City of Vancouver" are defined in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "CMHC" means Canada Mortgage and Housing Corporation or its successors in function;
- (g) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (h) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;

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- (i) **“Development Application”** has the meaning set out in Recital C;
- (j) **“Development Permit”** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Development Application at any time following the date this Agreement is fully executed by the parties;
- (k) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (l) **“Dwelling Unit”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (m) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (n) **“Housing Income Limit”** or **“HIL”** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by BC Housing, which is derived from CMHC’s Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (o) **“Land Title Act”** means the Land Title Act, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (p) **“Lands”** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **“Lands”** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (q) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) **“New Building”** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) **“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;

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- (t) **“Owner”** means the Transferor, Entre Nous Femmes Housing Society, and any successors in title to the Lands or a portion of the Lands;
- (u) **“Related Person”** means, where the registered or beneficial owner of the Social 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;
- (v) **“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;
- (w) **“Replacement Social Housing Unit”** has the meaning ascribed to that term in section 2.1(b) and **“Replacement Social Housing Units”** means all of such units;
- (x) **“Residential Tenancy Act”** means the Residential Tenancy Act S.B.C. 2002, c. 78, and amendments thereto and re-enactments thereof;
- (y) **“Social Housing”** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current “Housing Income Limits” table published by BC Housing, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City,

registered against the freehold or leasehold title, with such priority of registration as the City may require;

- (z) “**Social Housing Condition**” has the meaning ascribed to that term in Recital C;
- (aa) “**Social Housing Units**” has the meaning ascribed to that term in Section 2.1(b), and “**Social Housing Unit**” means any one of such Social Housing Units;
- (bb) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (cc) “**Vancouver Charter**” means the Vancouver Charter S.B.C. 1953, c. 55, and amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building not less than 97 Dwelling Units, all of which will be for use only as Social Housing (the “**Social Housing Units**”), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement. Notwithstanding the foregoing, the City and the Owner agree that if at the time of such damage, destruction or demolition, BC Housing, CMHC or an Approved Lender (as that term is defined under the *National Housing Act* (Canada)) as successor holds a mortgage charging the Lands and/or the New Building, then any insurance proceeds received may, at the option of such mortgagee, be applied to repair the New Building or rebuild a replacement building or buildings on the Lands, be paid to the mortgagor or be applied or paid partly in one way and partly in another way, or be applied, in the sole discretion of the mortgagee, in whole or in part towards all indebtedness under such mortgage, whether due or not then due;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:

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- (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
- (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; or
 - (ii) the sale or transfer is to Provincial Rental Housing Corporation pursuant to the exercise of a registered option to purchase, to a non profit entity to whom Provincial Rental Housing Corporation subsequently transfers title to or to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month;
- (j) throughout the Term, all of the Social Housing Units will be owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada, which shall include, without limitation, those entities referred to in Section 2.1(f);
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy

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condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred, subject to Section 2.1(b).

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit and a list of the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

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

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**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or City Personnel, subject to Section 6.2, the Owner hereby:

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

- (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- C. withholding any permit pursuant to this Agreement; or
- D. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that arise out of, or would not have been incurred but for this Agreement;

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:

- (i) this Agreement;

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- (ii) the release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
- (iii) the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - C. withholding any permit pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement;
- (iv) 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
- (v) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

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

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(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;

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

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

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

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

ARTICLE 7 NOTICES

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

- (a) If to the City:

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

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

- (b) If to the Owner:

Entre Nous Femmes Housing Society

#21 - 3550 S.E. Marine Drive
 Vancouver, British Columbia
 V5S 4R3

Attention: Chief Executive Officer

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

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

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

ARTICLE 8 MISCELLANEOUS

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

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- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

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(d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

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CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Option to Purchase registered under number BB1681140;
- (b) **"Existing Chargeholder"** means PROVINCIAL RENTAL HOUSING CORPORATION;
- (c) **"New Charges"** means the Housing Agreement and 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 \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

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CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA9799718 and the Assignment of Rents registered under number CA9799719;
- (b) "Existing Chargeholder" means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) "New Charges" means the Housing Agreement and 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 \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

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EXPLANATION**Authorization to enter into a Housing Agreement
Re: 441-475 West 42nd Avenue**

After a public hearing on January 19, 2021, Council approved in principle the land owner's rezoning application to rezone the lands from RS-1 (Residential) District to CD-1 (Comprehensive Development) District subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was approved by Council under By-law No. 13425 and registered on title to the development lands under land title registration numbers CB211381-CB211383 (the "**Original Housing Agreement**").

This new Housing Agreement is intended to replace the Original Housing Agreement in accordance with the amendments to the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver Development Cost Levy By-law (No. 9755) and the amendments to the Housing Agreement Condition, which were approved by the Council prior to the consideration of this By-law and pursuant to the land owner's subsequent election to seek a waiver of the Development Cost Levies for the subject development under Section 3.1A(d) of the Vancouver Development Cost Levy By-law No. 9755.

The new Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner. Upon registration of this new Housing Agreement on title to the development lands, the City will seek a repeal of By-law No. 13425 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
October 17, 2023

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 441-475 West 42nd Avenue**

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

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

031-785-514

Lot A Block 857 District Lot 526 Group 1 New
Westminster District Plan EPP122143

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

City Clerk



1. Application

**Synergy Business Lawyers LLP
2300 - 925 West Georgia Street
Vancouver BC V6C 3L2
604.685.8186**

12618-06
New Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
031-785-514	LOT A BLOCK 857 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP122143

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		Granting the Covenant priority over Mortgage CA8063215 and Assignment of Rents CA8063216
PRIORITY AGREEMENT		Granting the Covenant priority of Mortgage CA8030823 (Extended by CA8063790 and Modified by CA9818319) and Assignment of Rents CA8030824 (Extended by CA8063791)

4. Terms

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

5. Transferor(s)

PETER CHAPPELL , AS TO PRIORITY

SAUL KAHN, AS TO PRIORITY

GEC OAKRIDGE HOLDINGS INC., NO.BC1238728

LAURENTIAN BANK OF CANADA, AS TO PRIORITY

SERIN INVESTMENTS LTD., NO.BC0183677, AS TO PRIORITY

BARRY CHARLES HOLDINGS LTD., NO.BC0390899, AS TO PRIORITY

G.I.H. PROPERTIES LTD., NO.BC0966051, AS TO PRIORITY

J 117 FREECORP HOLDINGS LTD., NO.BC1073712, AS TO PRIORITY

KAHN FOUNDATION, NO.S0024743, AS TO PRIORITY

CHALAAS CAPITAL CORPORATION, NO.BC1068132, AS TO PRIORITY

YORK VENTURES LTD., NO.BC0072957, AS TO PRIORITY

MANDATE MANAGEMENT CORPORATION, NO.BC0372290, AS TO PRIORITY

CANADIAN WESTERN TRUST COMPANY, NO.A0046845, IN TRUST SEE CA9042597 AND CA9132369, AS TO PRIORITY

OLYMPIA TRUST COMPANY, NO.A50545, AS TO PRIORITY

BECISON HOLDING CORPORATION, NO.BC0486758, AS TO PRIORITY



SHENELLE MANAGEMENT LTD., NO.BC0422397, AS TO PRIORITY

ABLC CAPITAL CORPORATION, NO.BC1191851, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms


8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)



YYYY-MM-DD 2023-09-27

GEC Oakridge Holdings Inc.
By their Authorized Signatory



Quinn Marcell
Barrister & Solicitor
2300 - 925 West Georgia St.
Vancouver, B.C. V6C 3L2
Tel: 604.685.8186

Name:

PAUL HARMAN

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

Laurentian Bank of Canada
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.



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Serin Investments Ltd.
By their Authorized Signatory

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Barry Charles Holdings Ltd.
By their Authorized Signatory

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

G.I.H. Properties Ltd.
By their Authorized Signatory

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

J 117 Freecorp Holdings Ltd.
By their Authorized Signatory

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Kahn Foundation
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.

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Chalaas Capital Corporation
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.



Witnessing Officer Signature

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

York Ventures Ltd.
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.

Witnessing Officer Signature

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

Mandate Management Corporation
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.

Witnessing Officer Signature

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

Canadian Western Trust Company
By their Authorized Signatory

Name:

Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Olympia Trust Company
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Becison Holding Corporation
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.

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

Shenelle Management Ltd.
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.



Land Title Act
Charge
 General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

ABLC Capital Corporation
 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

Peter Chappell

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

Saul Kahn

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

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

City of Vancouver
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING441-475 WEST 42ND AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, GEC OAKRIDGE HOLDINGS INC., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RS-1 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfillment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "Housing Condition"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
 - (b) "Below-Market Rental Housing" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program Rezoning Policy;
 - (c) "Below-Market Rental Housing Rent Roll" means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;
 - (d) "Below-Market Rental Housing Report" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of

Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;

- (e) "Below-Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Below-Market Rental Housing Unit" means any one of such units;
- (f) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (g) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (h) "City Manager" means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (i) "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;
- (j) "CMHC Rental Market Survey" means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (k) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (l) "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;
- (m) "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;
- (n) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (o) "Eligible Person" means a person who:
 - (i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:
 - (A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
 - (B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;

- (C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;
- (D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
- (E) be:
 - I. a Canadian citizen;
 - II. an individual lawfully admitted into Canada for permanent residency;
 - III. a refugee sponsored by the Government of Canada; or
 - IV. an individual who has applied for refugee status,

and who, at the start of the tenancy, has resided in British Columbia for the past twelve (12) consecutive months,

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion;
- (p) "Floor Space Ratio" means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (q) "For-Profit Affordable Rental Housing" means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein);
- (r) "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;
- (s) "General Manager of Planning, Urban Design and Sustainability" means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
- (t) "Income" of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;
 - (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;
 - (viii) child support, maintenance payments or support from family/friends/community;
 - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly income is greater than the imputed income from the Asset; and

- (x) pension incomes including:
- (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada; and
 - (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
 - (xii) student loans, equalization payments, student grants and scholarships;
 - (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
 - (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
 - (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
 - (xvi) Universal Child Care Benefits;
 - (xvii) BC Childcare Subsidy;
 - (xviii) income from foster parenting;
 - (xix) Child in Home of Relative and Extended Family Program;
 - (xx) income from approved live-in care givers; and
 - (xxi) GST and Income Tax rebates;
- (u) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (v) "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;
- (w) "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;
- (x) "Moderate Income Rental Housing Pilot Program Rezoning Policy" means the pilot program policy adopted by City Council on November 28, 2017, as amended from time to time thereafter, which policy provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is made available to moderate income households;
- (y) "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;

- (z) "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;
- (aa) "Occupants" means persons for whom a Rental Housing Unit serves as their Principal Residence and an "Occupant" means any one of them, as the context requires;
- (bb) "Owner" means the registered owner of the Lands as of the Effective Date, namely, GEC OAKRIDGE HOLDINGS INC., and its successors and assigns;
- (cc) "*Personal Information Protection Act*" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (dd) "Principal Residence" means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (ee) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (ff) "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;
- (gg) "Replacement For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement For-Profit Affordable Rental Housing Unit" means one such unit;
- (hh) "Replacement Below-Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Below-Market Rental Housing Unit" means one such unit;
- (ii) "*Residential Tenancy Act*" means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (jj) "*Residential Tenancy Regulation*" means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (kk) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (ll) "Rezoning By-law" has the meaning ascribed to that term in Recital C;

- (mm) "Statement of Below-Market Rental Housing Unit Eligibility" means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Below-Market Rental Housing Unit:
- (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Below-Market Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Below-Market Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Below-Market Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;
- provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;
- (nn) "Tenancy Agreement" means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Below-Market Rental Housing Unit;
- (oo) "Tenant" means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (pp) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
- (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (qq) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (rr) "*Vancouver Charter*" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (ss) "*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.
1. **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.

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

**ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION**

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:
- (a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing (the "Below-Market Rental Housing Units"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Below-Market Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;
 - (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Below-Market Rental Housing Units;
 will have two or more bedrooms;

- (e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used or occupied by an Eligible Person and except in accordance with the following conditions:
- (i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Below-Market Housing Unit, as described in Section 2.1(o);
 - (iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Below-Market Rental Housing Unit;
 - (C) a term that is not less than one month;
 - (D) clauses providing that:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Below-Market Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that it will not be unreasonable for the Owner to withhold consent if the assignee or sublessee is not an Eligible Person; and
 - VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;

(E) a clause:

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

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

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Below-Market Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Below-Market Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Below-Market Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Below-Market Rental Housing Unit upon occupancy; and
 - (ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;

- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
 - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:
 - (A) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
 - (B) for all subsequent tenancies, most recently published at the time when the respective tenancy of a Below-Market Rental Housing Unit commences;
 - (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Below-Market Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Below-Market Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;
 - (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Below-Market Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner

may substitute and re-assign the designation of such Dwelling Unit as a Below-Market Housing Rental Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Below-Market Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Below-Market Rental Housing Unit will be set in accordance with Section 2.1(o)(I)(B); and

- (iv) following the issuance of the Occupancy Permit, during a tenancy of a Below-Market Rental Housing Unit, the Owner shall not increase the rent for the Below-Market Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Below-Market Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(I). For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the Building or a Below-Market Rental Housing Unit.

ARTICLE 3 DEVELOPMENT RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 BUILDING RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement

and the Development Permit; and

- (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not 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 Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; 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 Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
- (b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;
- (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

- (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

**ARTICLE 7
ENFORCEMENT**

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

**ARTICLE 8
RELEASE AND INDEMNITY**

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:
 - (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
 - C. withholding any permit pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

 - (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

8.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

8.3 Survival of Release and Indemnities. The release and indemnities in this Article 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: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

GEC Oakridge Holdings Inc.
1200 - 777 West Broadway
Vancouver, British Columbia
V5Z 4J7

Attention: President

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

ARTICLE 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. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 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 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
 - (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.
- 10.4 **Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 10.5 **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 10.6 **Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.7 **Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.8 **Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.9 **Sale of Lands and New Building or Part Thereof.** Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 10.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 10.10 **Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the

interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 10.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 10.12 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA8063215 and the Assignment of Rents registered under number CA8063216;
- (b) **“Existing Chargeholder”** means Laurentian Bank of Canada;
- (c) **“New Charges”** means the Housing Agreement and 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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA8030823 (as extended by CA8063790 and modified by CA9818319) and the Assignment of Rents registered under number CA8030824 (as extended by CA8063791);
- (b) "Existing Chargeholder" means Serin Investments Ltd., as to an undivided 2667000/10000000 interest; Barry Charles Holdings Ltd., as to an undivided 1333000 /10000000 interest; G.I.H. Properties Ltd., as to an undivided 1000000/10000000 interest; J 117 Freecorp Holdings Ltd, as to an undivided 500000/10000000 interest; Kahn Foundation, as to an undivided 917000/10000000; Chalaas Capital Corporation, as to an undivided 667000/10000000 interest; York Ventures Ltd., as to an undivided 667000/10000000 interest; Mandate Management Corporation, as to an undivided 200000/10000000 interest; Canadian Western Trust Company, as to an undivided 150000/10000000 interest; Canadian Western Trust Company, as to an undivided 84000/10000000 interest; Olympia Trust Company, as to an undivided 88000/10000000 interest; Olympia Trust Company, as to an undivided 94000/10000000 interest; Becison Holding Corporation, as to an undivided 400000/10000000 interest; Shenelle Management Ltd., as to an undivided 267000/10000000 interest; ABLC Capital Corporation, as to an undivided 49000/10000000; Peter Chappell, as to an undivided 667000/10000000 interest; and Saul Kahn, as to an undivided 250000/10000000 interest;
- (c) "New Charges" means the Housing Agreement and 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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION

A By-law to amend Building By-law No. 12511 regarding various aspects of building permit fees

The attached by-law will accomplish Council's resolutions adopted on September 13, 2023 to amend the Building By-law to clarify construction and project values for permit fees, end refunds for certified professional projects, and reduce building permit fees for social housing.

Director of Legal Services
October 17, 2023

BY-LAW NO.

A By-law to amend Building By-law No. 12511 regarding various aspects of building permit fees

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

1. This By-law amends the indicated provisions of Building By-law 12511.
2. In Book I, Division B, Sentence 11.2.1.4.(2), in Table 11.2.1.4.(2), Council:
 - (a) strikes out the “(\$)” in the subheader “**Alteration construction (\$) value.**”; and
 - (b) in note (1), strikes out the words “cost of construction” and substitutes “construction value”.
3. In Book I, Division B, Clause 11.2.1.4.(3)(a), Council strikes out the words “value of the alteration” and substitutes “construction value of an alteration”.
4. In Book I, Division B, Article 11.2.1.11., Council strikes out Sentence (3) and substitutes the following:

“**3)** Where the total construction value of an *alteration* to a *marina* exceeds 50% of the replacement value of the *marina* as determined at the application stage for *alteration*, then the *marina* shall comply with Subsection 12.2.2.”.
5. In Book I, Division B, notes to Part 11, Council inserts a new note after note **A-11.2.1.3.** as follows:

“**A-11.2.1.4 & 11.2.1.11. Project Value.** The term “construction value” refers to the value of the proposed work stated on the application for the permit established by Division C, Article 1.6.2.3. This includes the current monetary worth of all labour and all fees and costs incurred for design, investigative testing, consulting services, *construction*, *construction* management, *contractor’s* profit and overhead, sales taxes, and *construction* insurance related to the *building*, including all components of the *building*, and the market value of all labour, including unpaid labour provided by an *owner* or volunteer, and the market value of all materials, including donated, recycled or used materials.”.
6. In Book I, Division B, note to Part 11, **A-11.2.1.4.(3)(a) Replacement Value.**, Council strikes out the note and substitutes the following:

“**A-11.2.1.4.(3)(a) Replacement Value.** The term “replacement value” is used as a baseline for determining the applicability of specific upgrade requirements. The term refers to the cost to replace the structure in its current state or serve the function of a previous structure. This is similar to the insurable value – the cost to replace the destructible improvements of a property (as applied to a building or part thereof). This is not intended to be an assessment of the construction, planning, and ancillary costs that

could be incurred if the structure in question was built as a reproduction of the original or redeveloped as new construction.”.

7. In Book I, Division C, Council strikes out Article 1.6.2.3 and substitutes the following:

“1.6.2.3. Valuation for Permit

(see Note A-1.6.2.3)”.

1) The value of the proposed work for new construction stated on the application for the permit shall be determined as

a) the net floor area in square meters (m²) multiplied by \$2691.25 (\$250/ft²) for a single detached house or duplex,

b) the net floor area in square meters (m²) multiplied by \$2691.25 (\$250/ft²) for an *ancillary residential building*, or

c) the total current monetary worth of all proposed materials, construction and work related to the building for all other cases.

2) The value of the proposed work for an *alteration* to an *existing building* stated on the application for the permit shall be determined as

a) the renovated *floor area* in square meters (m²) multiplied by \$1937.69 (180/ft²) for a single detached house, duplex, or *ancillary residential building*,

b) the new or renovated vertical wall area in square meters (m²) where only the walls are being altered or added, multiplied by \$968.85 (\$90/ft²) for a single detached house, duplex or *ancillary residential building*, or

c) the total current monetary worth of all proposed materials, construction and work related to the building for all other cases.”.

3) The value of the proposed work established in Clause (1)(c) and (2)(c) shall include the total current monetary worth of all labour and all fees and costs incurred for design, investigative testing, consulting services, *construction*, *construction* management, *contractor’s* profit and overhead, sales taxes, and *construction* insurance related to the *building*.

4) The total current monetary worth referred to in Clauses (1)(c) and (2)(c), and Sentence (3) shall include the market value of all labour, including unpaid labour provided by an *owner* or volunteer, and the market value of all materials, including donated, recycled or used materials.

5) The total current monetary worth referred to in Clause (1)(a) and Sentence (2) shall include all components of the *building*, notwithstanding the fact that some components of the *building* may be subject to other *permits* and fees.”.

8. In Book I, Division C, Article 1.6.2.4., Council strikes out Sentence (1) and substitutes the following:

“1) The *Chief Building Official* may review the value of the proposed work stated in an application, and may substitute a different value for the proposed work, based on a cost estimate prepared by a registered quantity surveyor using an *acceptable* valuation method.”.

9. In Book I, Division C, Notes to Part 1, Council inserts a new note as follows:

“A-1.6.2.3.(1)(b) and (c) Value of Proposed Work. The value of proposed work is a reference construction value used for the purposes of determining the applicable permit fees for a given project.

For new detached homes, duplexes, and ancillary residential building such as laneway houses, this may be determined through a simplified process based on the net floor area. This refers to the total aggregate floor space within the building and any associated accessory structures supporting human occupancy or storage. The area so established is to be considered the sum of all horizontal floor area located within the outermost extents of the exterior walls on each floor level, inclusive of all normally occupied space. This is intended to include service rooms or ancillary uses to support normal building operation and maintenance.

The total area to be used in the determination of the value of proposed work is to be determined to the first decimal place. This is multiplied by the factor identified in Sentences 1.6.2.3.(1) or (2) as applicable in order to establish the value of the proposed work.”.

10. In Book I, Division C, Council strikes out Article 1.6.4.5.

11. In Book I, Division C, Council strikes out Article 1.6.2.5. and substitutes the following:

“1.6.2.5. Fee Schedule

1) Except as permitted by Sentence (2), *permit* fees shall be calculated in accordance with the Fee Schedule at the end of this Part and the fees for construction without a permit are as outlined in Article 1.6.1.2.

2) The Chief Building Official may reduce permit fees in accordance with Part A, Section 4 of the Fee Schedule at the end of this Part for a building considered Social Housing, as defined in the Zoning and Development By-law.”.

12. In Book I, Division C, Sentence 1.6.2.6.(1) Council strikes out “or Article 1.6.4.5.”.

13. In Book I, Division C, End of Part 1 , Schedule of Fees , Part A – Building , Council:

(a) in item (1)(a), inserts “and Section 4” before “for the CONSTRUCTION of any BUILDING”;

(b) in tem 3, strikes out “Acting” before “General Manager of Community Services,”;
and

(c) adds a new item 4 as follows:

“4. Upon written application by the payor and on the advice of the Director of Planning, the *Chief Building Official* shall reduce the fees paid pursuant to Clause (a) of Section 1 by 20% for that part of a building designated as Social Housing.”.

14. In Book I, Division C, Council strikes out Sentence 2.2.1.1.(1) and substitutes the following:

2.2.1.1. Conformance with Administrative Requirements

1) This By-law is made pursuant to Section 306 of the Vancouver Charter, and Section 199.01 with respect to fees.

15. 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.

16. This By-law is to come into force and take effect on enactment, except sections 10 through 14 which will take effect on January 1, 2024.

ENACTED by Council this day of , 2023

Mayor

City Clerk