

**EXPLANATION**

**A By-law to amend Energy Utility System By-law No. 9552**

The attached by-law will implement Council's resolution of December 12, 2023, to amend the Energy Utility System By-law regarding 2024 fees.

Director of Legal Services  
December 12, 2023



**“SCHEDULE C  
LEVIES AND CHARGES**

**PART 1 – Connection levy**

Fixed Portion per Energy Transfer Station	\$102,374
Variable Portion per Energy Transfer Station	\$121 per KW of the peak heat energy demand as approved under section 4.3

**PART 2 – Monthly capacity levy**

Class 1 - SEFC residential or mixed use residential building where the first building permit for the building is applied for before July 1, 2023	\$ 0.653 per m <sup>2</sup>
Class 2 - Residential or mixed use residential building located outside SEFC, and SEFC residential or mixed use residential building where the first building permit for the building is applied for on or after July 1, 2023	\$9.827 per KW of peak heat energy demand
Class 3 - Non-residential building	\$9.827 per KW of peak heat energy demand

**PART 3 – Monthly energy charge**

Monthly energy charge	\$61.193 per MW hour
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**PART 4 – Monthly energy credit**

Credit for heat energy returned to energy transfer station	\$61.193 per each MW hour multiplied by 50%
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Bills are to be issued monthly and should be sent out within 60 days of the end of the billing period.”

**EXPLANATION**

**A By-law to amend Water Works By-law No. 4848**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Water Works By-law regarding location of meters, housekeeping amendments and 2024 water rates and fees.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Water Works By-law No. 4848  
regarding location of meters, housekeeping amendments and 2024 water rates and fees**

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

1. This by-law amends the indicated provisions of Water Works By-law No. 4848.
2. In section 1.1, Council:
  - (a) in the definition of "BUILDING SITE", strikes out "the greater of \$95,000 or 100% of the building's latest assessed value according to the records of the British Columbia Assessment Authority" and substitutes "\$250,000"; and
  - (b) in the definition of "CERTIFIED BACKFLOW ASSEMBLY TESTER", strikes out "by the BC Water and Waste Association (BCWWA)".
3. In section 2.14, Council:
  - (a) strikes out the paragraph starting with "Any customer served by a privately located meter" and substitutes:

"Any customer served by a privately located meter which meter or an appurtenance thereof has, in the opinion of the Engineer or Collector, become inaccessible or is deemed inaccessible for reading or maintenance, may be billed an additional charge added to their utility bill for metered water service charges at the rate as specified in Schedule H, while the said meter or appurtenance remains inaccessible.";
  - (b) adds a new paragraph below the paragraph starting with "Any customer served by a privately located meter" as follows:

"If a customer served by a privately located meter fails to respond to the City's request to schedule an appointment to provide access to the meter or an appurtenance thereof for reading or maintenance, or fails to schedule an appointment within a reasonable amount of time, or fails to provide access on the scheduled date or at the scheduled time, the meter or appurtenance shall be deemed to be "inaccessible".";
  - (c) in the paragraph starting with "The Engineer or Collector may order", strikes out "Any delay in the installation of such register shall be deemed in this section to be an "inaccessible meter"." and substitutes "If there is a delay in the installation of such register, the meter shall be deemed to be an "inaccessible meter".";
  - (d) strikes out the paragraph starting with "Where in the opinion of the City Engineer" and substitutes:

"Where in the opinion of the City Engineer a privately-located meter or an appurtenance is situated in an unsafe area or its location creates a dangerous situation to a reader, the meter or appurtenance shall be deemed to be "inaccessible"."; and

- (e) in the paragraph starting with "The Collector may order", strikes out "the meter or accessory thereof" and substitutes "a meter or appurtenance thereof".
- 4. In section 4.11(d), Council strikes out "approved by the Engineer".
- 5. Council adds a new section 4.14 in the correct numerical order as follows:
 

**"4.14 Backflow Prevention Assembly Test Report Administration Fees**

Every backflow prevention assembly test report that is submitted must be accompanied by an administration fee, as specified in Schedule H."
- 6. Council strikes out Schedules A, B, C, D, E, F, G and H and substitutes the following:

**"SCHEDULE A  
Flat Rate Connection Fees  
And Service Pipe Removal Fees**

***Flat Rate Connection Fees***

<i>Service Pipe Size</i>	<i>Single Detached House with or without a Laneway House and Duplex</i>
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20 mm (3/4")	\$ 8,564.00
25 mm (1")	8,867.00
40 mm (1 1/2")	10,662.00
50 mm (2")	11,822.00

<i>Service Pipe Size</i>	<i>Other Connections</i>
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20 mm (3/4")	\$ 11,927.00
25 mm (1")	12,409.00
40 mm (1 1/2")	14,321.00
50 mm (2")	14,321.00
100 mm (4")	20,703.00
150 mm (6")	25,607.00
200 mm (8")	27,963.00
300 mm (12")	39,354.00

***Service Pipe Removal Fees***

*Service Pipe Size*

20mm (3/4") to 50mm (2") inclusive	\$ 1,386.00
100mm (4") to 300mm (12") inclusive	4,161.00

**SCHEDULE B**  
**Annual Flat Rate Service Charges for Residential Properties**

The following charges apply to unmetered single detached houses and dwellings comprising not more than two separate dwelling units:

Single detached house	\$ 867.00
Single Detached House with secondary suite or laneway house	1,176.00
Single Detached House with secondary suite and laneway house	1,486.00
For each strata title duplex	587.00
Parking Lot/Community Garden	\$ 265.00
Water Service - Turned Off	198.00
Other Property	198.00

**SCHEDULE C**  
**Annual Flat Rate Service Charges for Unmetered Fire Service Pipes**

*Fire Service Pipe Size*

50 mm (2") or smaller	\$ 272.00
75 mm (3")	407.00
100 mm (4")	564.00
150 mm (6")	651.00
200 mm (8")	762.00
250 mm (10")	811.00
300 mm (12")	868.00

**SCHEDULE D**  
**Charges for Metered Water Service**

*Four Month Period*

*Rate In Dollars per  
Unit (2,831.6 Litres)*

Rate for all metered uses

October 16 - April 30	Per unit	\$3.784
May 1 - October 15	Per unit	\$4.743

**SCHEDULE E**  
**Meter Service Charge**

The following schedule shows the meter charge based on the size and type of meter, payable on each service, in addition to water consumption charges:

*Per Four Month Period*

*Services with Standard Type Meters*

17 mm (1/2") and 20 mm (3/4")	\$ 39.00
25 mm (1")	39.00
40 mm (1 1/2")	84.00
50 mm (2")	114.00
75 mm (3")	260.00
100 mm (4")	316.00
150 mm (6")	409.00
200 mm (8")	635.00
250 mm (10")	778.00
300 mm (12")	923.00

*Services with Low Head Loss Meters/Detector Check Valves*

100 mm (4")	\$ 365.00
150 mm (6")	533.00
200 mm (8")	716.00
250 mm (10")	891.00
300 mm (12")	1,063.00

**SCHEDULE F**  
**Charges for Temporary Water Service During Construction**

<i>Building Size in Square Meters of Gross Floor Area</i>	<i>Rate in Dollars of Gross Floor Area Per Building</i>
Up to an including 500 sq.m	\$ 391.00
Over 500 but not exceeding 2,000	766.00
Over 2,000 but not exceeding 9,000	1,151.00
Over 9,000 but not exceeding 24,000	1,936.00
Over 24,000 but not exceeding 45,000	2,897.00
Over 45,000	3,844.00



**SCHEDULE G**  
**Fees for Installation of Water Meters**

***Fees for Installation of Water Meters for Single Detached House with or without a Laneway House and Duplex***

*Size of Standard Meter*

20 mm (3/4") meter assembly and box	\$1,276.00
25 mm (1") meter assembly and box	\$1,392.00
40 mm meter assembly and box	\$1,895.00

***Fees for Installation of Water Meters on Other Connections***

<i>Size of Standard Meter</i>	<i>Meter on City Property</i>	<i>Meter on Private Property</i>
20 mm (3/4")	\$ 4,002.00	\$ 633.00
25 mm (1")	4,184.00	1,026.00
40 mm (1 1/2")	4,559.00	1,685.00
50 mm (2")	4,714.00	1,931.00
75 mm (3")	16,450.00	5,735.00
100 mm (4")	17,987.00	6,086.00
150 mm (6")	58,748.00	12,442.00
200 mm (8")	60,422.00	15,100.00
250 mm (10")	81,633.00	23,041.00
300 mm (12")	90,260.00	31,674.00

**SCHEDULE H**  
**Miscellaneous Fees and Charges**

Additional charge for inaccessible meter or appurtenance (per incident)	\$ 91.00
Special meter reading (per occurrence)	120.00
Customer requested meter test (deposit)	240.00
Charges for Returned Cheques	42.00
Residual Water Pressure Estimate Fee	
Original calculation	43.00
Additional copies for same location	11.00
Miscellaneous water information requests (per hour)	54.00
City Crew call out fee (normal working hours) (per hour or portion thereof)	120.00

City Crew call out fee (outside normal working hours) (per hour or portion thereof)	240.00
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Frozen pipe thawing	At cost (Section 5.4)
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Backflow Prevention Assembly Test Report Fee	20.00".
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7. 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.

8. 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

**EXPLANATION**

**A By-law to amend Sewer and Watercourse By-law No. 8093  
regarding 2024 fee increases and other miscellaneous amendments**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Sewer and Watercourse By-law regarding 2024 fee increases and other miscellaneous amendments.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Sewer and Watercourse By-law No. 8093  
regarding 2024 fee increases and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Sewer and Watercourse By-law No. 8093.

2. Council strikes out section 2.2. and substitutes the following:

**“2.2 NEW PUBLIC SEWER CONNECTION FOR CONSTRUCTION**

Subject to Section 2.9, a new public sewer connection is required whenever:

- (a) a new house or building is constructed; or
- (b) an existing house or building is renovated and the estimated construction value is more than \$250,000, and the work involves:
  - (i) the addition of a dwelling unit, or
  - (ii) the enlargement of, or a change of use within, an existing commercial space that is expected to increase demand upon the existing sewer system.”.

3. In section 2.16, Council:

- (a) strikes out “by abandoning a sewer and providing a public sewer at an alternate or higher location” and substituting “or improve the system performance or operation by providing a public sewer connection at an alternate or higher location or by separating the sewers”; and
- (b) strikes out “new service” and substitutes “new service or services”.

4. Council repeals Parts I, III, IV, V, and VI of Schedule A to the Sewer and Watercourse By-law, and substitutes:

**“PART I**

**SEWER CONNECTION RATES**

Every applicant for a public sewer connection must pay to the City the applicable sewer connection rates set out below, payable as follows:

- (a) an application fee of 10% of the applicable rates set out below in sections 1, 2(a) through (f), and 6, at the time of application, and
- (b) the remaining amount when invoiced by the City, prior to permit issuance.

1.		Public sewer connection, for Single Detached House with or without Laneway House, or Duplex (including 3 inch/75mm and greater pressure connections)	\$16,669.00
2.		Public sewer connection, other than Single Detached House or Duplex	
	a)	4 inch/100 mm diameter	\$24,408.00
	b)	6 inch/150 mm diameter	\$29,460.00
	c)	8 inch/200 mm diameter	\$33,328.00
	d)	10 inch/250 mm diameter	\$38,446.00
	e)	12 inch/300 mm diameter	\$43,684.00
	f)	15 inch/375 mm diameter or greater	\$48,852.00
	g)	connection to building sewer where installation cost is greater than 1.5 times the applicable flat rate connection fee set out in this Schedule	At cost, pursuant to Section 2.7(2)
	h)	maintenance hole installation in conjunction with a public sewer connection pursuant to Section 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to Section 2.7(3)
3.		Where a public sewer connection will be placed more than 5 feet below the ground elevation, taken to the nearest foot and measured at the centre line of the street or lane, as determined by the City Engineer, the fees payable shall be an amount equivalent to an increase of 10% for each additional foot below 5 feet, of the fee otherwise payable by section 1 or 2 above	
4.		New fitting on a twin sewer pursuant to Section 2.7(4)	\$7,458.00
5.		New fitting on a single sewer pursuant to Section 2.7(4)	\$3,288.00
6.		Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$451.00

**PART III**  
**FLAT RATES**  
**FOR UNMETERED PROPERTY**

Single Detached House	\$856.00
Single Detached House with Secondary Suite	\$1,156.00
Single Detached House with either Laneway House or Infill Single Detached House	\$1,156.00
Single Detached House with Secondary Suite and either Laneway House or Infill Single Detached House	\$1,456.00
Strata Duplex (per dwelling unit)	\$579.00
2 Services, 1 Lot	\$1,711.00
3 Services, 1 Lot	\$2,564.00
4 Services, 1 Lot	\$3,422.00
Parking Lot/Garden	\$489.00

**PART IV**  
**FLAT RATES FOR OTHER PROPERTY**  
**OR SHUT OFF WATER SERVICE**

Other Property	\$386.00
Turned Off, 1 Service	\$386.00
Turned Off, 2 Services	\$386.00
Turned Off, 3 Services	\$386.00

**PART V**  
**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$5.507
Waste Discharge Permit User Rate	\$1.814

**PART VI**

**FLAT RATE FOR SPECIFIC TYPES  
OF DISCHARGES/DISPOSALS**

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$1.98
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$1.98
For discharges by Utilities, pursuant to Section 7.13 (per maintenance hole connected)	\$522.00

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

6. This By-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this                      day of    , 2023

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**A By-law to amend Solid Waste By-law No. 8417  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Solid Waste By-law regarding 2024 fee increases.

Director of Legal Services  
December 12, 2023





## SCHEDULE A

### RATES FOR LANDFILL AND TRANSFER STATION

#### I. Drop-off Rates

The following rates apply to solid waste, construction and demolition processing residual waste, yard waste, wood waste, food waste, and new gypsum (drywall) dropped off at the Vancouver Landfill (5400 72nd Street, City of Delta) and the Vancouver South Transfer Station (377 West Kent Avenue North, Vancouver).

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday, excluding Statutory Holidays)	Non peak hours minimum charge (other than from 10:00 a.m. to 2:00 p.m. Monday to Friday)
Solid waste, other than municipal garbage	\$168/tonne for 0 to 0.99 tonnes to a maximum of \$146 per load \$146/tonne for 1.00 to 7.99 tonnes to a maximum of \$960 per load \$120/tonne for 8.00 or more tonnes	\$20	\$10
Municipal garbage	\$134/tonne	\$20	\$10
Construction and demolition processing residual waste	\$158/tonne	\$20	\$10
Yard waste and/or wood waste	\$100/tonne	\$10	\$10
Food waste	\$113/tonne	\$10	\$10
Yard and/or wood waste mixed with food waste	\$113/tonne	\$10	\$10
New gypsum (drywall), at the Transfer Station	\$5 for up to ½ a sheet (4'x4')	\$5	\$5
New gypsum (drywall), at the Landfill	\$150/tonne for up to 0.5 tonne	\$10	\$10

All charge rates based on weight are determined by rounding the weight of a load up to the nearest 0.01 tonnes.

All non-account charge rates are rounded to the nearest dollar.

Mattresses deposited for recycling .....\$15 per piece

Where any portion of a load consists of recyclable materials which are deposited separately for recycling, and for which there is no drop off rate, for that portion..... No Charge

A load that contains any combination of materials subject to different disposal rates and the customer chooses not to weigh-out after dropping off each material, the entire load will be subject to the highest rate payable for any part of the load.

The following rates apply to solid waste dropped off at the Vancouver Landfill (5400 72nd Street, City of Delta).

Residential used gypsum (drywall) .....\$200 per tonne  
(\$10 minimum)

Solid waste from Delta Farms that contains less than 5% by weight or by volume of materials listed in Schedule F, and does not contain any materials listed in Schedules E and G ..... \$22 per load for up to 3 tonnes, for up to 5 loads per year

Special handle waste (nuisance waste) requiring burial, as determined by the City Engineer.....\$281 per tonne  
(\$50 minimum)

Burial fee for non-recyclable residuals from regional wastewater treatment plants, in addition to the Burns Bog Rate as defined by the Burns Bog Landfill Agreement between Greater Vancouver Sewerage and Drainage District, City of Vancouver and The City of Delta  
.....\$281 per load

Demolition materials meeting the City Engineer's specifications for road and infrastructure construction arriving in loads that are greater than 50 cubic metres in volume .....\$158 per tonne

Demolition hog materials meeting the City Engineer's specifications for coarse demolition hog for surfacing tipping pads and temporary access roads .....\$75 per tonne

Demolition hog materials meeting the City Engineer's specifications for regular (fine) demolition hog for surfacing tipping pads and temporary access roads .....\$45 per tonne

Asphalt and concrete meeting the City Engineer's specifications ..... No Charge

Residential asbestos waste .....\$200 per tonne  
(\$10 minimum)

All other asbestos waste.....\$281 per tonne  
(\$50 minimum)

## II. Surcharge Rates

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains:

- (a) more than 5% by weight or by volume of recyclable materials listed in Schedule F other than food waste and expanded polystyrene packaging, a 50% surcharge will be applied to the load;
- (b) more than 25% by weight or by volume of food waste, a 50% surcharge will be applied to the load; and
- (c) more than 20% by weight or by volume of expanded polystyrene packaging, a 100% surcharge will be applied to the load.

The surcharge rates above will be waived for loads of special handle waste received at the Vancouver Landfill.

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains one or more materials listed in Schedules E and G, a \$73.00 surcharge will be applied to the load plus removal and remediation costs where applicable.

Where any load of solid waste, yard waste, clean wood waste, wood waste and/or recyclable materials is not secured as per the requirements of the *Motor Vehicle Act*, a 50% surcharge shall be applied to the load to a maximum surcharge value of \$50.

Where a single load is subject to multiple surcharges, the surcharge with the highest value will apply for the weight of the entire load.

## III. Compost Rates

The following rates apply to the sale of compost produced from yard waste at the Vancouver Landfill Composting Facility at 5400 72<sup>nd</sup> Street in the City of Delta.

Compost rate (includes GST) ..... \$8 per cubic meter  
(\$5 minimum)

Compost rate, for Delta Farmers (includes GST) ..... \$1 per cubic meter

## IV. Transaction fee

In addition to all other charges, a \$5 fee is imposed on all Solid Waste transactions, including mixed loads, nuisance waste loads, asbestos waste loads, and new and residential used gypsum (drywall).

**SCHEDULE B**

**RATES FOR COLLECTION SERVICES**

**I. Garbage Cart Collection Service**

**A. Residential Property**

The following allocation applies to residential properties:

Number of Dwelling Units	Minimum Allocated Garbage Volume (per collection period)	Minimum Allocated Garbage Carts (per collection period)
1 unit	50 litres	75 litre
2 units	100 litres	120 litre
3 units	150 litres	180 litre
4 units	200 litres	240 litre
5 units	250 litres	360 litre
6 units	300 litres	360 litre
7 units	350 litres	360 litre
8 units	400 litres	240 litre, 180 litre
9 units	450 litres	240 litre, 240 litre
10 units	500 litres	360 litre, 180 litre
11 units	550 litres	360 litre, 240 litre
12 units	600 litres	360 litre, 240 litre
13 units	650 litres	360 litre, 360 litre
14 units	700 litres	360 litre, 360 litre
15 units	750 litres	360 litre, 240 litre, 180 litre
16 units	800 litres	360 litre, 240 litre, 240 litre
16 units	800 litres	360 litre, 240 litre, 240 litre
17 units	850 litres	360 litre, 360 litre, 180 litre
18 units	900 litres	360 litre, 360 litre, 180 litre
19 units	950 litres	360 litre, 360 litre, 240 litre
20 units	1000 litres	360 litre, 360 litre, 360 litre
21 units	1050 litres	360 litre, 360 litre, 360 litre

**B. Garbage Cart Rates**

For those properties which receive garbage cart collection service under Part IV – Garbage Service, per calendar year, the following rates are payable concurrently with each year’s real property taxes:

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$112	\$224
120 litres	\$129	\$258
180 litres	\$151	\$302
240 litres	\$173	\$346
360 litres	\$216	\$432

**II. Garbage Can Collection Service**

**A. Residential Property**

The following allocation applies to residential properties:

Number of Dwelling Units	Allocated Garbage (per collection period)
1 unit	2 garbage cans
2 units	2 garbage cans
3 units	3 garbage cans
4 units	3 garbage cans
5 units	4 garbage cans
6 units	4 garbage cans
7 units	5 garbage cans
8 units	5 garbage cans
9 units	6 garbage cans
10 units	6 garbage cans
11 units	7 garbage cans
12 units	7 garbage cans
13 units	8 garbage cans
14 units	8 garbage cans
15 units	9 garbage cans
16 units	9 garbage cans
17 or more units	10 garbage cans

**B. Garbage Can Rates**

For those properties which receive garbage can collection service under Part IV Garbage Service, per calendar year, the following rates are payable concurrently with each year's real property taxes:

biweekly collection .....	\$85.00
weekly collection .....	\$170.00

except for rowhouses which have one or more common collection points, at locations agreed to by the City Engineer, for each collection point where service is provided the following rates are payable:

biweekly collection .....	\$85.00
weekly collection .....	\$170.00

plus for each garbage can allocated or purchased, per calendar year, the following rates are payable concurrently with each year's real property taxes:

biweekly collection .....	\$37.00
weekly collection .....	\$74.00

**III. Miscellaneous Service**

**A. City Sticker Service**

Each additional garbage bag with a city sticker affixed to the contents .....\$2.00

**B. Purchase of Additional Garbage Service**

Each property owner will be allowed one change per calendar year in the level of service under sections 4.1, 4.2 and 4.3 at no charge. A fee of \$25.00 will be charged for each additional change in that calendar year.

**IV. Recycling Collection Service**

**A. Basic Recycling Rates**

For those properties which receive recycling collection service under Part V - Recycling Service, except for seniors licensed care and group homes, per calendar year, the following rates are payable concurrently with each year's real property taxes.....\$215.00 per recycling cart

For seniors licensed care and group homes which receive recycling collection service under Part V - Recycling Service, per calendar year, the following rates are payable concurrently with each year's real property taxes .....\$67.00 per recycling cart

**B. Additional Storage Charges**

For those properties which store recycling carts or PPP carts on streets or lanes .....\$213.00 per cart

**V. Green Cart Collection Service**

**A. Green Cart Rates**

For properties which receive green cart collection service under **PART VI – GREEN CART SERVICE**, per calendar year, the following rates are payable concurrently with each year's property taxes

Size of green cart	Rate
120 litres	\$159
180 litres	\$187
240 litres	\$215
360 litres	\$270

**B. Purchase of Additional Green Cart Service**

Each property owner will be allowed one change per calendar year in the level of service under this By-law, without charge. A fee of \$25.00 will be charged for any additional change in that calendar year.

**VI. Street Cleaning Services Levy**

For each dwelling unit .....\$24.00



**EXPLANATION**

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2024 fee increases and miscellaneous amendments**

The attached by-law will implement Council's resolution of December 12, 2023, to amend the Street and Traffic By-law to increase fees for 2024, and to make miscellaneous amendments.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2024 fee increases and miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law No. 2849.
2. In section 21.8(1) and (2), Council strikes out “7:00 p.m.” wherever it appears and substitutes “10:00 p.m.”.
3. In section 21.8(2), Council strikes out “\$0.15” and “\$0.30” and substitutes \$0.25” and “\$0.50”, respectively.
4. In section 23.4, Council:
  - (a) in subsections (a), (c) and (f), strikes out “\$104.79” and substitutes “\$125.74”;
  - (b) in subsection (b), strikes out “\$403.72” and substitutes “\$427.94”;
  - (c) in subsection (d), strikes out “\$77.34”, and substitutes “\$92.81”; and
  - (d) in subsection (e), strikes out “\$52.38”, and substitutes “\$62.86”.
5. In section 23.5, Council strikes out “\$84.86”, and substitutes “\$89.95”.
6. In section 23.6, Council:
  - (a) in subsection (a), strikes out “\$1,509.91”, and substitutes “\$1,600.50”;
  - (b) in subsection (b), strikes out “\$754.96”, and substitutes “\$800.26”; and
  - (c) in subsection (c), strikes out “\$343.16”, and substitutes “\$363.75”.
7. Council strikes out section 23.8 and substitutes the following:

“23.8 The City Engineer may issue:

  - (a) a one-week permit for a vehicle operated by a visitor to an area subject to residential parking permits, other than the West End and Robson North areas as defined in Schedule D to this By-law, for a fee of \$13.73;
  - (b) a one-week permit for a vehicle operated by a visitor to the West End and Robson North areas as defined in Schedule D to this By-law, for a fee of \$23.81;
  - (c) a daily permit for a vehicle operated by a tradesperson working in an area subject to residential parking permits, for a fee of \$6.06.”.
8. In section 23.9, Council strikes out “\$5.29”, and substitutes “\$5.61”.

9. In section 67A(6), Council:

- (a) in subsection (a), strikes out "\$135.44", and substitutes "\$143.57"; and
- (b) in subsection (b), strikes out "\$45.64", and substitutes "\$48.38".

10. In section 71G(b), Council strikes out "\$132.99", "\$12.08", and "\$933.69", and substitutes "\$140.97", "\$12.80", and "\$989.71", respectively.

11. In section 80(2), Council strikes out "\$350.00", "\$600.81", "\$851.76", "\$2,600.58", "\$4,884.32", "\$9,719.30", "\$11,628.62", "\$1,197.41", and "\$2,143.88", and substitutes "\$371.00", "\$636.86", "\$902.87", "\$2,756.61", "\$5,177.38", "\$10,302.46", "\$12,326.34", "\$1,269.25", and "\$2,272.51", respectively.

12. In section 88A, Council:

- (a) in subsection (2)(b), strikes out "\$631.40" and "\$82.09", and substitutes "\$669.28" and "\$87.02", respectively; and
- (b) in subsection (4), strikes out "\$82.89", and substitutes "\$87.86".

13. In section 96, Council strikes out "\$37.43" and "\$357.02" and substitutes "\$39.68" and "\$378.44", respectively.

14. In Schedule I, Council:

- (a) in section 1(a), strikes out "\$3.60" and "\$122.00" and substitutes "\$3.82" and "\$129.32";
- (b) in section 1(b)(i), strikes out "\$125.00", and substitutes "\$132.50";
- (c) in section 1(b)(ii), strikes out "\$125.00" wherever it appears and substitutes "\$132.50";
- (d) in section 1(b)(iii), strikes out "\$125.00", and substitutes "\$132.50";
- (e) in section 1(b)(iv), strikes out "\$125.00", and substitutes "\$132.50";
- (f) in section 1(b)(v), strikes out "\$125.00" wherever it appears and substitutes "\$132.50";
- (g) in sections 1(c) and 1(d), strikes out "\$100.00", and substitutes "\$106.00";
- (h) in section 1(e), strikes out "\$150.00", and substitutes "\$159.00";
- (i) in section 1(f), strikes out "\$125.00", and substitutes "\$132.50";
- (j) in section 1(g), strikes out "\$126.03", and substitutes "\$133.59";
- (k) in section 1(h), strikes out "\$122.00", and substitutes "\$129.32";
- (l) in section 1(i), strikes out "\$155.36", and substitutes "\$164.68"; and

(m) in section 1(j), strikes out "\$72.90", "\$729.00", and "\$2,050.00", and substitutes "\$79.50", "\$795.00", and "\$2,230.00".

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 January 1, 2024.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Mayor

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City Clerk

**EXPLANATION**

**A By-law to amend Granville Mall By-law No. 9978  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Granville Mall By-law to increase fees for 2024.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Granville Mall By-law No. 9978  
regarding 2024 fee increases**

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

1. This by-law amends the indicated provisions of the Granville Mall By-law.
2. In section 14(a) Council strikes out "\$287.61" and substitutes "\$304.87".
3. In section 14(b) Council strikes out "\$37.04" and substitutes "\$39.26".
4. In section 14(c) Council strikes out "\$10.89" and substitutes "\$11.54".
5. 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

**EXPLANATION****A By-law to amend Encroachment By-law No. 4243  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Encroachment By-law to increase fees for 2024.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Encroachment By-law No. 4243  
regarding 2024 fee increases**

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

1. This by-law amends the indicated provisions of the Encroachment By-law.
2. In section 3A.(3)(a), Council strikes out “\$1,178.18” and substitutes “\$1,248.87”.
3. In section 3A.(4), Council strikes out “\$61.52” and substitutes “\$65.21”.
4. In Part A of the Schedule attached to the Encroachment By-law, Council strikes out “\$1,178.18”, “\$353.45”, “\$5,250.00”, and “\$2,921.89”, and substitutes “\$1,248.87”, “\$374.66”, “\$5,565.00”, and “\$3,097.20”.
5. In Part B of the Schedule attached to the Encroachment By-law, Council strikes out “\$214.71” and “\$5.73”, and substitutes “\$227.59” and “\$6.07”, respectively.
6. 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.
7. 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



**EXPLANATION**

**A By-law to amend Crossing By-law No. 4644  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Crossing By-law regarding 2024 fee increases.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Crossing By-law No. 4644  
regarding 2024 fee increases**

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

1. This by-law amends the indicated provisions of the Crossing By-law.
2. In section 1 of Schedule A, Council strikes out “\$128.74”, “\$11.69” and “\$903.86” and substitutes “\$136.46”, “\$12.39”, and “\$958.09”, respectively.
3. In section 2 of Schedule A, Council strikes out “\$739.19” and “\$90.43”, and substitutes “\$783.54” and “\$95.86”, respectively.
4. 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

**A By-law to amend Street Vending By-law No. 10868  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Street Vending By-law regarding 2024 fee increases.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Street Vending By-law No. 10868  
regarding 2024 fee increases**

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

1. This by-law amends the indicated provisions of Street Vending By-law No. 10868.
2. Council strikes out Schedule A of the Street Vending By-law, and substitutes the document attached as Schedule A to this by-law, as the new Schedule A.
3. 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**  
**“SCHEDULE A**  
**FEEES**

Application Fees

The following fees must be paid upon application for a permit, exclusive of sales tax:

- (a) street vendor ..... \$63.06
- (b) display unit (including application by new owner)..... \$63.06
- (c) small patio (including application by new owner)..... \$63.06
- (d) large patio ..... \$252.30

Permit Fees

The following fees must be paid prior to issuance of a permit, exclusive of sales tax:

- (a) street vendor
  - (i) food vending (stationary) unit ..... \$1,394.82 per year
  - (ii) non-food vending (stationary) unit ..... \$1,045.74 per year
  - (iii) mobile special event unit ..... \$45.33 per day
- (b) food vending (roaming) unit
  - (i) with motorized unit ..... \$376.31 per year
  - (ii) without motorized unit ..... \$188.87 per year
- (c) display unit
  - for each square meter of display area ..... \$60.96 per year
  - subject to a minimum fee of..... \$158.69 per year
- (d) small patio
  - for one table and two chairs ..... \$145.59 per year
  - subject to a minimum fee of..... \$436.77 per year

- (e) large patio and curbside patio  
 Downtown (see Schedule B)
  - Summer Term (April 1 – October 31) = \$100.84/m<sup>2</sup>
  - Annual Term (April 1 to March 31) = \$172.60/m<sup>2</sup>
 Outside of Downtown
  - Summer Term (April 1 – October 31) = \$71.45/m<sup>2</sup>
  - Annual Term (April 1 to March 31) = \$122.42/m<sup>2</sup>
- (f) farmers' market permit ..... \$0.00 per year
- (g) special event market permit ..... \$0.00 per day
- (h) daily mobile vendor  
 (outside special event permit zone) ..... \$45.33 per day

Permit Renewal Fees

Renewal fees will be the same as the annual permit fees in this schedule and must be paid prior to issuance of a renewal permit, except for the following renewal fees which must be paid in accordance with the following payment schedule:

- (a) street vendor
  - (i) food vending (stationary) unit.....\$1,394.82 per year, of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.
  - (ii) non-food vending (stationary) unit..... \$1,045.74 per year of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued .

**EXPLANATION**

**A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Street Distribution of Publications By-law regarding 2024 fee increases.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2024 fee increases**

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

1. This by-law amends the indicated provisions of the Street Distribution of Publications By-law.

2. Council strikes out Part 1 of Schedule A to the Street Distribution of Publications By-law, and substitutes the following:

“Part 1 – Application fee

\$58.28 for a permit for a new location

\$23.31 for participation in a lottery for a new location”.

3. Council strikes out Part 2 of Schedule A to the Street Distribution of Publications By-law, and substitutes the following:

“Part 2 - Location fee

\$38.98 annually for each of 1 to 100 news boxes held by one person

\$116.91 annually for each of 101 or more news boxes held by one person

\$24.74 annually for each top row compartment in each multiple publications news box

\$12.36 annually for each bottom row compartment in each multiple publications news box

\$38.98 annually for each drop box”.

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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



**EXPLANATION**

**A By-law to amend the Street Utilities By-law No. 10361  
regarding 2024 fee increases**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Street Utilities By-law regarding 2024 fee increases.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend the Street Utilities By-law No. 10361  
regarding 2024 fee increases**

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

1. This By-law amends the indicated provisions of the Street Utilities By-law No. 10361.
2. Council strikes out Schedule A and substitutes the document attached as Schedule A to this By-law, as the new Schedule A.
3. 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

### “SCHEDULE A

#### SCHEDULE OF FEES AND COSTS

##### Part 1 – Plan review and administration fee

The applicant must pay to the city, in respect of a proposed alignment that is 20 meters or:

- (a) shorter, a plan review and administration fee of \$797.30;
- (b) longer, a plan review and administration fee of \$2,391.89;

together with a fee of \$15.95 per metre of the total length of the proposed alignment.

##### Part 2 – Inspection fee

The permit holder must pay to the city, to cover the cost of inspection of the proposed work, \$103.65 per street block of the total length of the proposed alignment for each day from commencement to completion of the work and for one day of any pre-construction organizing meeting.

##### Part 3 – Permanent restoration cost

The permit holder must pay to the city the cost to the city of permanent restoration after completion of the work, based upon the quantities of restoration necessary, the unit costs of such work, as follows, and the applicable city standards:

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Pavement	Less than 10 m <sup>2</sup>	\$375.82
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$268.31
Concrete Pavement	50 m <sup>2</sup> or more	\$191.03
Pavement Membrane Overlay Concrete Road	Less than 100 m <sup>2</sup>	\$135.31
Pavement Membrane Overlay Concrete Road	More than 100 m <sup>2</sup>	\$111.43
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$277.02
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$151.41
Light Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$102.52
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$91.95
Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$89.30
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$346.79

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$253.51
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$167.52
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$145.37
Heavy Asphalt Pavement	More than 300 m <sup>2</sup>	\$128.84
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$335.39
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$264.19
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$242.93
Concrete Sidewalk	50 m <sup>2</sup> or more	\$189.88
Exposed Agg Sidewalk	All	\$443.85
Concrete Crossing	All	\$365.30
Curb & Gutter	Less than 10 lm	\$489.86
Curb & Gutter	10 lm or more	\$355.72
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$59.25
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$32.93
Brick or Paver Sidewalks	All	\$461.39
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead
Concrete Bus Slab – 12” Thick with Integral Curb & Slab	All	\$452.78
Concrete Thickened Sidewalk – 6”	All	\$329.15
Concrete Thickened Sidewalk – 10”	All	\$410.57

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Integral Concrete Road & Curb - 8"	All	\$390.03
Concrete Treaded Sidewalk	Less than 10 m <sup>2</sup>	\$307.53
Concrete Treaded Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$277.53
Concrete Treaded Sidewalk	More than 25 m <sup>2</sup>	\$247.53
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$451.64
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$398.12
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$353.76
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$290.69
Asphalt/Concrete Pavement – follow behind	Install of 5" Asphalt when concrete cutback is done by Utility Group	\$85.00
Brick/Paver/Stone Pavements		Quotes by street utilities committee only
Safety-sensitive Road Marking Repair		Quotes by street utilities committee only
Specialty Treatment Road Marking Repair		Quotes by street utilities committee only

#### Part 4 – Pavement degradation cost

The permit holder must pay to the city, as a contribution to the cost of pavement degradation based on the total area of pavement excavated, the estimated cost of pavement degradation, as set out in the permit, calculated in accordance with the following table:

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 – 5 years	\$66.43
6 – 10 years	\$53.14
11 – 15 years	\$39.88
16 - 20 years	\$26.60
21 years or greater	\$13.28

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**EXPLANATION**

**A By-law to amend Parking Meter By-law No. 2952  
regarding pay-by-phone transaction fee**

The attached by-law will implement Council's resolution of December 12, 2023 to amend the Parking Meter By-law regarding pay-by-phone transaction fee.

Director of Legal Services  
December 12, 2023





**EXPLANATION****By-law to amend Mountain View Cemetery By-law No. 8719  
Regarding 2024 Mountain View Cemetery Fees and Charges**

Enactment of the attached By-law will implement Council's resolution of November 29, 2023 to amend Mountain View Cemetery By-law to increase fees and charges, effective January 1, 2024.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend Mountain View Cemetery By-law No. 8719  
Regarding 2024 Mountain View Cemetery Fees and Charges**

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

1. The by-law amends the provisions of the Mountain View Cemetery By-law No. 8719.
2. Council strikes out Schedule B of the By-law and substitutes for it Schedule B attached to this by-law.
3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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

**SCHEDULE B  
MOUNTAIN VIEW CEMETERY  
2024 FEES AND CHARGES**

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>CASKET SPACE</u></b>			
Adult Grave – Single Depth Flat Marker Area	\$15,000.00	\$ 5,000.00	\$ 20,000.00
Adult Grave – Single Depth Upright Monument area	\$17,857.14	\$ 5,952.38	\$ 23,809.52
Adult Grave – Flat Marker Area	\$19,285.71	\$ 6,428.57	\$ 25,714.29
Adult Grave – Upright Monument area	\$25,714.29	\$ 8,571.43	\$ 34,285.71
Adult Grave – Single interment in shared lot	\$ 7,142.86	\$ 2,380.95	\$ 9,523.81
Adult Grave – Single interment in sustainable lot	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Outdoor Tandem Crypt Mausoleum	\$ 120,000.00	\$ 13,333.33	\$ 133,333.33
Infant Grave – (<24” casket) Shared commemoration	\$ 0.00	\$ 0.00	\$ 0.00
Infant Grave – (<24” casket) Private marker	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Infant Grave – (<48” casket) Private marker	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
<b><u>ABOVE-GROUND CREMATED REMAINS SITE</u></b>			
Columbaria (built pre-2020):			
Upper Rows	\$ 5,142.86	\$ 571.43	\$ 5,714.29
Second Row from bottom	\$ 4,285.71	\$ 476.19	\$ 4,761.90
Bottom Row	\$ 3,600.00	\$ 400.00	\$ 4,000.00
Columbaria (built post-2020):			
Upper Rows	\$ 6,514.29	\$ 723.81	\$ 7,238.10
Second Row from bottom	\$ 5,485.71	\$ 609.52	\$ 6,095.24
Bottom Row	\$ 4,542.86	\$ 504.76	\$ 5,047.62

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>ABOVE-GROUND CREMATED REMAINS SITE (cont'd)</u></b>			
Family Columbaria – 1 to 4 urns	\$17,142.86	\$ 1,904.76	\$19,047.62
Family Columbaria – up to 6 urns	\$25,714.29	\$ 2,857.14	\$28,571.43
Family Columbaria – up to 8 urns	\$34,285.71	\$ 3,809.52	\$38,095.24
Family Columbaria – 8 or more urns	\$51,428.57	\$ 5,714.29	\$57,142.86
<b><u>IN-GROUND CREMATED REMAINS SITE</u></b>			
Individual Cremation Site (1 interment) - Inscription on Communal Marker	\$ 678.57	\$ 226.19	\$ 904.76
Individual Cremation Site (1 interment) - Inscription on Shared Marker	\$ 1,125.00	\$ 375.00	\$ 1,500.00
Individual Cremation Site (1 interment) - Inscription on Individual Marker	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
Standard - Allowing 2 interments	\$ 4,285.71	\$ 1,428.57	\$ 5,714.29
Standard - Allowing 4 interments	\$ 7,071.43	\$ 2,357.14	\$ 9,428.57
Premium Area - Allowing 2 interments	\$ 5,428.57	\$ 1,809.52	\$ 7,238.10
Premium Area - Allowing 4 interments	\$ 9,000.00	\$ 3,000.00	\$ 12,000.00
Feature Area - Allowing 2 interments	\$ 7,678.57	\$ 2,559.52	\$ 10,238.10
Feature Area - Allowing 4 interments	\$ 12,142.86	\$ 4,057.62	\$ 16,190.48
Feature Area – MVC Provided Monument - Allowing 2 interments	\$ 12,000.00	\$ 4,000.00	\$ 16,000.00
Feature Area – MVC Provided Monument - Allowing 4 interments	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
Feature Area – MVC Provided Monument - Allowing 6 interments	\$ 21,428.57	\$ 7,142.86	\$ 28,571.43
Feature Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 8,214.29	\$ 2,738.10	\$ 10,952.38
Premium Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 6,714.29	\$ 2,238.10	\$ 8,952.38

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
Amend Infant Lot Licence to allow 2 interments of cremated remains	\$ 2,142.86	\$ 714.29	\$ 2,857.14

**Family Estate Plot for Custom Installation:**

Estate Fee <i>(per square foot of allocated area)</i>			\$ 380.95
Interment Right License <i>(per casket space)</i>	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Interment Right License <i>(per cremation space)</i>	\$ 357.14	\$ 119.05	\$ 476.19

Total

**LICENCE DISPOSITION and TRANSFER**

Licence Disposition Fee (Transfer Current Site to New Rights Holder)		\$ 100.00
Site Transfer Fee (Change to equivalent site)	License Disposition Fee	
Site Transfer Fee – Upgrade (to higher value site)	Current fee for NEW site	
	PLUS: License Disposition Fee	
	LESS: Current Fee for returned site	
Site Transfer Fee – Downgrade (to lower value site)	Current fee for NEW site	
	PLUS: License Disposition Fee	
	LESS: Amount paid for returned site	

**INTERMENT OF REMAINS**

Casket - Single Depth	\$ 1,523.81
Casket – Deep	\$ 2,666.67
Infant/Child (container up to 48" long)	\$ 204.76
Cremated Remains	\$ 638.10
No one present at interment (credit)	-\$ 238.10
Concurrent Interment of Cremated Remains (credit)	-\$ 238.10
Extra Niche interment (beyond original capacity)	\$ 2,142.86
Re-open Grave for burial (in addition to Casket fee)	\$ 2,095.24
PLUS Contribution to Care Fund	\$ 4,000.00

	<u>Total</u>
<b><u>DISINTERMENT AND EXHUMATION</u></b>	
Exhumation - Adult Casket – Inter. Fee plus	\$ 1,1919.05
Exhumation - Infant Casket – Inter. Fee plus	\$ 404.76
Exhumation - Cremated Remains	\$ 404.76
Exhumation and Re-inter Cremated Remains (Concurrent – credit applied to combined fee)	-\$ 238.10

	<u>Total</u>
<b><u>OVERTIME INTERMENTS (in addition to INTERMENT fee)</u></b>	
Cremated Remains	\$ 376.19
Casket	\$ 1,261.90

	<u>Installation</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>FLAT MARKER INSTALLATION</u></b>			
Flat Marker (up to 12" x 20")	\$ 216.67	\$ 250.00	\$ 466.67
Flat Marker (16" x 28" and larger)	\$ 311.90	\$ 250.00	\$ 561.90

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>FOUNDATIONS</u></b>			
Concrete footing	\$ 204.76	\$ 200.00	\$ 404.76
PLUS: (fee per 6" of linear base)	\$ 37.50		
Granite foundation (on 1 lot only)	\$ 252.38	\$ 200.00	\$ 452.38
PLUS: (fee per 6" of linear base)	\$ 56.25		
Granite foundation (spanning 2 lots)	\$ 528.57	\$ 300.00	\$ 828.57
PLUS: (fee per 6" of linear base)	\$ 93.75		
Custom footing/foundation – MVC Staff per hour			\$ 71.43
PLUS external costs (for services hired by MVC)			pre-tax cost plus 20%

	<u>Total</u>
<b><u>MARKERS and MONUMENTS</u></b>	
Infant Commemorative Stone (supply and install)	\$ 238.10
Temporary Marker – nylon (annual fee)	- \$ 190.48
Granite Marker (Type 1)	- \$ 120.54
Granite Marker (Type 2)	- \$ 165.18
Granite Marker (Type 3)	- \$ 209.82
Granite Marker (Type 4)	- \$ 258.93
Granite Marker (Type 5)	- \$ 303.57
Granite Marker (Type 6)	- \$ 348.21
Granite Marker (Type 7)	- \$ 401.79
Granite Marker (Type 8)	- \$ 441.96
<b><u>MEMORIAL REINSTALLATION</u></b>	
Flat Marker (9" x 12" or 10" x 18" or 12" x 20")	\$ 200.00
Flat Marker (16" x 28" or 18" x 30")	\$ 300.00
<b><u>OTHER MEMORIAL PRODUCTS</u></b>	
Inscription – Niche or Memorial panel	\$ 380.95
Single Niche Panel	\$ 276.79
Double Niche Panel	\$ 415.18
Triple Niche Panel	\$ 553.57
Scheduled/Witnessed Marker Installation (Storage Fee)	\$ 252.38
Supply 9" x 12" granite base and mount (bronze) plaque	\$ 312.40
Supply 12" x 20" granite base and mount (bronze) plaque	\$ 446.43
Supply 16" x 28" granite base and mount (bronze) plaque	\$ 580.36

	<u>Total</u>
<b><u>CELEBRATION HALL RENTAL</u></b>	
2-hour service - Regular Hours - NO FOOD	\$ 571.43
2-hour service - Regular Hours - with FOOD	\$ 776.18
2-hour service – Evening/Weekend - NO FOOD	\$ 928.57
2-hour service – Evening/Weekend - with FOOD	\$ 1,128.57
Each Additional Hour	\$ 157.14
Per Facility Attendant (up to 4 hours)	\$ 214.29
Full Day Rental (more than 5 hours)	\$ 3,333.33

**OTHER PRODUCTS AND SERVICES**

Installation only of Casket Vault or Liner (>500 lbs)	\$ 1,500.00
Installation only of Casket Vault or Liner (<500 lbs)	\$ 500.00
Installation only of Cremated Remains Vault or Liner (>10 lbs)	\$ 200.00
Casket Vault or Liner - concrete	\$ 1,406.25
Casket Vault or Liner - steel	\$ 1,406.25
Casket Vault or Liner – polymer/HDPE	\$ 937.50
Cremated Remains Vault/Liner	\$ 165.18
Flower Container – with plastic insert (supply and/or install)	\$ 52.38
Flower Container – with metal insert (supply and/or install)	\$ 104.76
NSF Cheque	\$ 35.00
Administration Fee	\$ 100.00
Marker/Monument Steam Cleaning	\$ 247.62
Pallbearing	\$ 95.24
Watched Grave Closed/Covered	\$ 247.62
Late Departure (per hour or part thereof)	\$ 142.86
Niche Access (non-interment)	\$ 100.00



	<u>Total</u>
<b><u>KEEPSAKE URNS</u></b>	
Keepsake Urn - Type 1	\$ 49.11
Keepsake Urn - Type 2	\$ 71.43
Keepsake Urn - Type 3	\$ 98.21
<b><u>CREMATED REMAINS URNS</u></b>	
Cremation Urn - Type 1	\$ 133.93
Cremation Urn - Type 2	\$ 160.71
Cremation Urn - Type 3	\$ 187.50
Cremation Urn - Type 4	\$ 214.29
Cremation Urn - Type 5	\$ 236.61
Cremation Urn - Type 6	\$ 281.25
Cremation Urn - Type 7	\$ 330.36
Cremation Urn - Type 8	\$ 352.68
Cremation Urn - Type 9	\$ 401.79
Cremation Urn - Type 10	\$ 468.75
Cremation Urn - Type 11	\$ 491.07
Cremation Urn - Type 12	\$ 517.86
Cremation Urn - Type 13	\$ 584.82
Cremation Urn - Type 14	\$ 821.43
Cremation Urn - Type 15	\$ 1,049.11

**EXPLANATION**

**A By-law to amend  
Annual Greenhouse Gas and Energy Limits By-law No. 13472  
regarding miscellaneous amendments**

The attached By-law will implement Council's resolution of July 25, 2023 to amend the Annual Greenhouse Gas and Energy Limits By-law regarding miscellaneous amendments.

Director of Legal Services  
December 12, 2023

**BY-LAW NO.**

**A By-law to amend  
Annual Greenhouse Gas and Energy Limits By-law No. 13472  
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Annual Greenhouse Gas and Energy Limits By-law No. 13472.
2. Council inserts a new section 2.5A that reads as follows:

“2.5A No person that submits a report required by sections 2.1, 2.2, 2.3 or 2.4 may submit a report that includes inaccurate or false information regarding the:

  - (a) building’s primary occupancy;
  - (b) building’s other occupancies;
  - (c) gross floor area for each building occupancy; or
  - (d) monthly site energy use and greenhouse gas emissions by energy fuel type for the full calendar year.”.
3. Council strikes the word “publically” from section 2.17 and replaces it with “publicly”.
4. In section 3.1, Council inserts “and MUBs in which the sum of the major occupancies listed below has a GFA equal to or exceeding 9,290 m<sup>2</sup>,” after “of the building GFA,”.
5. In section 3.2, Council inserts “, and MUBs in which the sum of the major occupancies listed below has a GFA equal to or exceeding 9,290 m<sup>2</sup>,” after “of the building GFA”.
6. Council strikes section 4.1 and replaces it with:

“4.1 An owner of a building, or part of a building, that exceeds the requirements imposed by sections 3.1(a) or (b) must:

  - (a) apply for an annual carbon emissions operating permit, and
  - (b) pay an annual carbon emissions permit fee in accordance with sections 4.10 and 4.11 for the emissions from the previous calendar year.”.
7. 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.

8. 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 the  
By-law Notice Enforcement By-law No. 10201  
regarding enforcement of the Annual Greenhouse Gas and Energy Limits By-law**

The attached By-law will implement Council's resolution of July 25, 2023 to amend the By-law Notice Enforcement By-law regarding enforcement of the Annual Greenhouse Gas and Energy Limits By-law.

Director of Legal Services  
December 12, 2023

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

**A By-law to amend the  
By-law Notice Enforcement By-law No. 10201  
regarding enforcement of the Annual Greenhouse Gas and Energy Limits By-law**

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

1. This by-law amends the indicated provisions of By-law Notice Enforcement By-law No. 10201.

2. Council adds to section 7.3 after “all Supervisors and Managers of Revenue Services,” the words “the Director, Sustainability, all Managers, Sustainability, all Project Managers II, Sustainability, and all Planners II, Sustainability,”.

3. Council adds a new section 7.5:

“7.5 Every Screening Officer II who is also named as a by-law enforcement officer under section 8(d) of this By-law may enter into a compliance agreement, including any terms and conditions considered necessary, with a person who disputes a by-law notice, provided: the compliance agreement:

- (i) relates to any violation of the Annual Greenhouse Gas and Energy Limits By-law set out in Appendix A;
- (ii) if not rescinded, results in no penalty being paid; and
- (iii) has a term of one year, or less.

4. Council strikes the word “and” at the end of section 8(c), renumbers section 8(d) as 8(e) and inserts a new section 8(d) as follows:

“(d) the Director, Sustainability, all Managers, Sustainability, all Project Managers II, Sustainability, and all Planners II, Sustainability, as by-law enforcement officers for the purposes of enforcing all the Annual Greenhouse Gas By-law and Energy Limits By-law contraventions set out in Schedule A of this By-law; and”.

5. At the end of Schedule A, but before the words “In this By-law all penalties, discounts and surcharges are dollar (\$) amounts.”, Council adds the following:

“

<b>By-law and By-law Section</b>	<b>Description</b>	<b>A1 Penalty</b>	<b>A2 Discount</b>	<b>A3 Surcharge</b>
<b>Annual Greenhouse Gas and Energy Limits By-law No. 13472</b>				
2.1(a)	Fail to report 2024 (A1 larger building)	500	250	250

2.1(b)	Fail to report after 2024 (A1 larger building)	500	250	250
2.2(a)	Fail to report 2025 (A1 smaller building)	500	250	250
2.2(b)	Fail to report after 2025 (A1 smaller building)	500	250	250
2.3(a)	Fail to report 2025 (B3 larger building)	500	250	250
2.3(b)	Fail to report after 2025 (B3 larger building)	500	250	250
2.4(a)	Fail to report 2026 (B3 smaller building)	500	250	250
2.4(b)	Fail to report after 2026 (B3 smaller building)	500	250	250
2.5A(a)	Incorrect primary occupancy	500	250	250
2.5A(b)	Incorrect other occupancies	500	250	250
2.5A(c)	Incorrect gross floor area	500	250	250
2.5A(d)	Incorrect site energy use and gas emissions	500	250	250
4.1(a)	Fail to apply for permit	500	250	250
4.1(b)	Fail to pay fee for permit	500	250	250".

6. 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.

7. This By-law comes into force and takes effect upon enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the License By-law No. 4450**

Following the Public Hearing on October 19, 2023, Council resolved to amend the License By-law to facilitate arts and culture events. Enactment of the attached by-law will correct the in force and effect date and includes other miscellaneous amendments related to timing issues.

Director of Legal Services  
December 12, 2023



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

**A By-law to amend the License By-law No. 4450  
regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions of the License By-law No. 4450.
2. In section 2, Council strikes the definitions of “Arts and culture indoor event” and “General Contractor” and replaces them in the correct alphabetical order as follows:

““Arts and culture event” means an event of an artistic or cultural nature, including but not limited to visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons unless subject to a fire permit, which occurs not more than six days per month in a building or adjacent outdoor space, not approved for assembly occupancy.”; and

““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.”.

3. Council strikes 16.2(2)(c) and substitutes the following:

“(c) be executed after September 12, 2023 and remain in force and be complied with at all material times.”

4. In Schedule “A”, Council strikes “Arts and Culture Indoor Event” and its related fees and license terms and replaces them as follows:

“Arts and culture event

(a)	31 to 60 persons	Per event or series of up to 6 events in a 30-day period	\$35.00
(b)	61 to 150 persons	Per event or series of up to 6 events in a 30-day period	\$150.00
(c)	151 to 250 persons	Per event or series of up to 6 events in a 30-day period	\$200.00
(d)	250 persons and above	Per event or series of up to 6 events in a 30-day period”.	\$250.00

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

6. This by-law is to come into force and take effect on the date of its enactment, except that Section 4 of this by-law is to come into force and take effect on January 1, 2024 immediately after By-law No. 13816 comes into force and takes effect and Section 2 of this by-law is to come into force and take effect on April 1, 2024 immediately after By-law No. 13702 comes into force and takes effect.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**A By-law to authorize the amendment of a  
Housing Agreement  
Authorized by By-law No. 13411  
Re: 277-291 West 42<sup>nd</sup> Avenue**

This amendment to the Housing Agreement for 277-291 West 42<sup>nd</sup> Avenue, which was authorized by By-law 13411 on June 21, 2022, and was required as a condition of rezoning bylaw enactment with respect to the lands. This amendment modifies such Housing Agreement pursuant to 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 approved by the Vancouver City Council on October 4, 2023.

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

Director of Legal Services  
December 12, 2023

277-291 West 42<sup>nd</sup> Avenue

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

**A By-law to authorize the amendment of a  
Housing Agreement Authorized by By-law No. 13411**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 13411 enacted June 21, 2022 the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 277-291 West 42<sup>nd</sup> Avenue (the "**Housing Agreement**") and thereafter the Housing Agreement was registered at the Land Title Office under registration numbers CB42774 to CB42776; and

AND WHEREAS

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

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Lawson Lundell LLP, Barristers and Solicitors**  
**1600 - 925 West Georgia Street**  
**Vancouver BC V6C 3L2**  
**604-685-3456**

Nicholas Shon (Krystal Wong)  
File No.: 36156-162931  
277 - 2791 West 42nd Avenue - Modification of Housing Agreement and Building  
Use Covenant Secured Rental and Below-Market Rental Housing

2. Description of Land

PID/Plan Number	Legal Description
<b>031-685-277</b>	<b>LOT 1 BLOCK 858 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP120493</b>

3. Nature of Interest

Type	Number	Additional Information
<b>MODIFICATION</b>	<b>CB42774</b>	<b>Entire Instrument</b>

4. Terms

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

5. Transferor(s)

**W42 PROPERTIES E NOMINEE CORP., NO.BC1306742**

---

**THE BANK OF NOVA SCOTIA, AS TO PRIORITY**

---

**KINGSETT MORTGAGE CORPORATION, NO.A0081500, 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  
  
 \_\_\_\_\_  
**SCOTT J. ANDERSON**  
*Barrister & Solicitor*  
 1600 - 925 WEST GEORGIA ST.  
 VANCOUVER, B.C. V6C 3L2  
 (604) 685-3456

Execution Date  
 YYYY-MM-DD  
 2023-09-26

Transferor / Transferee / Party Signature(s)  
**W42 Properties E Nominee Corp.**  
 By their Authorized Signatory  
  
 \_\_\_\_\_  
 Name: **BUD EATON**

As to Chad Travis'  
 Signature only

  
 \_\_\_\_\_  
 Name: **CHAD TRAVIS**

**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)  
**The Bank of Nova Scotia**  
 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.





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  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD         </div>	Transferor / Transferee / Party Signature(s)  <b>W42 Properties E Nominee Corp.</b> By their Authorized Signatory  _____ <b>Name:</b>  _____ <b>Name:</b>
---	--	--

**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  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD             2023-10-25         </div>	Transferor / Transferee / Party Signature(s)  <b>The Bank of Nova Scotia</b> By their Authorized Signatory   _____ <b>Name: Edwin Ho</b> <b>Director &amp; Group Lead</b> <b>Real Estate Banking</b>  _____ <b>Name:</b>
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**ANAN LIU**  
 A Commissioner for Taking Affidavits  
 for British Columbia  
 34th Floor, 650 West Georgia Street  
 Vancouver, BC V6B 4N7  
 Commission Expiry Date: September 30, 2025

**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

**David Vernon**  
Chief Legal Officer  
and ESG Lead

Execution Date

YYYY-MM-DD  
2023-11-23

Transferor / Transferee / Party Signature(s)

**Kingsett Mortgage Corporation**  
By their Authorized Signatory

Name: **Tanya Lee**  
Executive Director,  
Mortgage Operations

Name: \_\_\_\_\_

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**City of Vancouver**  
By their Authorized Signatory

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  
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT  
SECURED RENTAL AND BELOW-MARKET RENTAL HOUSING  
(the "Modification")**

**277-291 WEST 42<sup>ND</sup> AVENUE**

**Introduction**

- A. The Transferor, W42 PROPERTIES E NOMINEE CORP., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone the Lands from RS-1 (Single-family Dwelling) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "**Housing Condition**") with the City which was registered at the Land Title Office on June 29, 2022 under numbers CB42774 to CB42776 (the "**Housing Agreement**"); and
- E. Pursuant to certain resolutions approved by the Vancouver City Council ("**City Council**") on October 4, 2023, City Council approved amendments to, *inter alia*, the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver DCL By-law and the Housing Condition; and
- F. The City and the Owner have agreed to enter into this modification agreement (the "**Modification**") to make corresponding amendments to the Housing Agreement, as approved by such City Council resolutions.

**Consideration**

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, the Owner and the City hereby covenant and agree as follows:

**1. Definitions**

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

**2. Modification of the Housing Agreement**

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

- (a) deleting Section 1.1(c) in its entirety and replacing it with the following:

- “(v) **“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;”;
- (b) inserting the following immediately after Section 1.1(i), as Section 1.1(i.1):
- “(i.1) **“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;”
- (c) deleting Section 1.1(n)(iii)(E) in its entirety and replacing it with the following:
- “(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;”;
- (d) deleting the following from Section 1.1(q)(x)(E): “(included for calculations with an effective date prior to January, 2013)”;
- (e) deleting Section 1.1(q)(xxii) in its entirety;
- (f) deleting Section 1.1(u) in its entirety and replacing it with the following:
- “(t) **“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

and as may be further amended from time to time hereafter, 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;”;

- (g) deleting Section 2.1(e)(v)(C) in its entirety and replacing it with the following:
  - “(C) a term that is not less than one month;”;
- (h) deleting Section 2.1(e)(v)(D)(VI) in its entirety and replacing it with the following:
  - “(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;”
- (i) deleting Section 2.1(o)(i) in its entirety and replacing it with the following:
  - “(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;”;
- (j) deleting the reference to “the same as the rent for the former Below-Market Housing Rental Unit;” in the last two lines of Section 2.1(o)(iii) and replacing it with “set in accordance with Section 2.1(o)(i)(B);
- (k) deleting Section 2.1(o)(iv) in its entirety and replacing it with the following:
  - “(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;”;

- (l) deleting Section 6.1(b) in its entirety and replacing it with the following:
  - “(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;” and
- (m) inserting the Below-Market Rental Housing Report, attached hereto as Exhibit A, to Housing Agreement as Schedule A thereto.

### 3. **Housing Agreement Ratified and Confirmed**

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

### 4. **Amendment**

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

### 5. **Binding Effect**

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

### 6. **Time**

Time shall be of the essence of this Modification.

### 7. **Conflict**

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

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

EXHIBIT "A"

BELOW-MARKET RENTAL HOUSING REPORT

Unit Number	Previous Unit Number (if substituted)	Unit Type	Unit Floor Area (sq. ft., area counted in FSR calculation)	Tenancy Start or Modified Date (Month, Day, Year)	Length of Occupancy of Current Tenant (Number of Months)	Initial Monthly Rental Rate	Current Monthly Rental Rate	Maximum Gross Aggregate Household Income (48x initial monthly rent for new tenancies, 60x current monthly rent for existing tenancies)	Aggregate Gross Household Income	Number of Occupants	Eligibility Re-Verification Date (Every 5 Years from Tenancy Start or Modification Date)

[01566997v1]

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9102699 and the Assignment of Rents registered under number CA9102700;
- (b) **"Existing Chargeholder"** means THE BANK OF NOVA SCOTIA;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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 CA9102701 and the Assignment of Rents registered under number CA9102702;
- (b) **"Existing Chargeholder"** means KINGSETT MORTGAGE CORPORATION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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**



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB363395 and the Assignment of Rents registered under number CB363396;
- (b) **"Existing Chargeholder"** means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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 authorize the amendment of a  
Housing Agreement  
Authorized by By-law No. 13218  
Re: 325-341 West 42nd Avenue**

This amendment to the Housing Agreement for 325-341 West 42<sup>nd</sup> Avenue, which was authorized by By-law 13218 on December 8, 2021, and was required as a condition of rezoning bylaw enactment with respect to the lands. This amendment modifies such Housing Agreement pursuant to 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 approved by the Vancouver City Council on October 4, 2023.

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

Director of Legal Services  
December 12, 2023

325-341 West 42<sup>nd</sup> Avenue

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

**A By-law to authorize the amendment of a  
Housing Agreement Authorized by By-law No. 13218**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 13218 enacted December 8, 2021 the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 325-341 West 42<sup>nd</sup> Avenue (the "**Housing Agreement**") and thereafter the Housing Agreement was registered at the Land Title Office under registration numbers CA9604437 to CA9604438; and

AND WHEREAS

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

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Lawson Lundell LLP, Barristers and Solicitors**  
**1600 - 925 West Georgia Street**  
**Vancouver BC V6C 3L2**  
**604-685-3456**

Nicholas Shon (Krystal Wong)  
File No.: 36156-158531  
325 - 341 West 42nd Avenue - Modification of Housing Agreement and Building  
Use Covenant Secured Rental and Moderate Income Rental Housing

2. Description of Land

PID/Plan Number	Legal Description
<b>031-607-365</b>	<b>LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP115596</b>

3. Nature of Interest

Type	Number	Additional Information
<b>MODIFICATION</b>	<b>CA9604437</b>	<b>Entire Instrument</b>

4. Terms

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

5. Transferor(s)

**MARCON W42 PROPERTIES LTD., NO.BC1247829**  
**CANADIAN MORTGAGE AND HOUSING CORPORATION, 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  
  
SCOTT J. ANDERSON  
*Barrister & Solicitor*  
1600 - 925 WEST GEORGIA ST.  
VANCOUVER, B.C. V6C 3L2  
(604) 685-3456

Execution Date  
YYY-MM-DD  
2023-09-26

Transferor / Transferee / Party Signature(s)  
**Marcon W42 Properties Ltd.**  
By their Authorized Signatory  
  
Name: **BUD EATON**

As to Chad Travis'  
Signature only

  
Name: **CHAD TRAVIS**

**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 Mortgage and Housing Corporation**  
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.



Land Title Act  
**Charge**

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**Marcon W42 Properties Ltd.**  
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  
2023-10-31

**Canada Mortgage and Housing Corporation**  
By their Authorized Signatory

  
\_\_\_\_\_  
**Name:**

**Melissa Gagnon**  
Senior Officer, Lending Programs

  
\_\_\_\_\_  
**Name: Marie-France Ladouceur**  
Manager, Programs

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument – Part 1

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**City of Vancouver**  
By their Authorized Signatory

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**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  
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT  
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING  
(the "Modification")**

**325-341 WEST 42<sup>ND</sup> AVENUE**

**Introduction**

- A. The Transferor, MARCON W42 PROPERTIES LTD., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone the Lands from RS-1 (Residential) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "**Housing Condition**") with the City which was registered at the Land Title Office on December 22, 2021 under numbers CA9604437 to CA9604438 (the "**Housing Agreement**"); and
- E. Pursuant to certain resolutions approved by the Vancouver City Council ("**City Council**") on October 4, 2023, City Council approved amendments to, *inter alia*, the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver DCL By-law and the Housing Condition; and
- F. The City and the Owner have agreed to enter into this modification agreement (the "**Modification**") to make corresponding amendments to the Housing Agreement, as approved by such City Council resolutions.

**Consideration**

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, the Owner and the City hereby covenant and agree as follows:

**1. Definitions**

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

**2. Modification of the Housing Agreement**

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

- (a) inserting the following immediately after Section 1.1(e), as Section 1.1(e.1):



- “(e.1) **“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;”
- (b) deleting Section 1.1(j)(iii)(E) in its entirety and replacing it with the following:
- “(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;”;
- (c) deleting the following from Section 1.1(o)(x)(E): “(included for calculations with an effective date prior to January, 2013)”;
- (d) deleting Section 1.1(o)(xxii) in its entirety;
- (e) deleting Section 1.1(t) in its entirety and replacing it with the following:
- “(t) **“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 and as may be further amended from time to time hereafter, 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;”;
- (f) replacing all references of “Moderate Income Rental Housing Pilot Program” with “Moderate Income Rental Housing Pilot Program Rezoning Policy”;
- (g) deleting Section 1.1(v) in its entirety and replacing it with the following:

- “(v) **“Moderate Income Rental Housing Report”** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income 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;”
- (h) deleting Section 2.1(e)(v)(C) in its entirety and replacing it with the following:
  - “(C) a term that is not less than one month;”
- (i) deleting Section 2.1(e)(v)(D)(VI) in its entirety and replacing it with the following:
  - “(VI) the Tenant will not assign or sublet the Moderate Income 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;”
- (j) deleting Section 2.1(o) in its entirety and replacing it with “Intentionally deleted.”;
- (k) deleting Section 2.1(p)(i) in its entirety and replacing it with the following:
  - “(i) the initial rental rate for each tenancy of a Moderate Income 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 Moderate Income Rental Housing Unit commences;”
- (l) deleting the reference to “the same as the rent for the former Moderate Income Housing Rental Unit;” in the last two lines of Section 2.1(p)(iii) and replacing it with “set in accordance with Section 2.1(p)(i)(B);
- (m) deleting Section 2.1(p)(iv) in its entirety and replacing it with the following:
  - “(iv) following the issuance of the Occupancy Permit, during a tenancy of a Moderate Income Rental Housing Unit, the Owner shall not increase the rent for the Moderate Income 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 Moderate Income Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(p)(i). For clarity, the Owner shall not increase the rent for a Moderate Income 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 Moderate Income Rental Housing Unit;”;

(n) deleting Section 6.1(b) in its entirety and replacing it with the following:

“(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 Moderate Income Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;” and

(o) inserting the Moderate Income Rental Housing Report, attached hereto as Exhibit A, to Housing Agreement as Schedule A thereto.

**3. Housing Agreement Ratified and Confirmed**

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

**4. Amendment**

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

**5. Binding Effect**

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

**6. Time**

Time shall be of the essence of this Modification.

**7. Conflict**

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

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

EXHIBIT "A"  
MODERATE INCOME RENTAL HOUSING REPORT

Unit Number	Previous Unit Number (if substituted)	Unit Type	Unit Floor Area (sq. ft., area counted in FSR calculation)	Tenancy Start or Modified Date (Month, Day, Year)	Length of Occupancy of Current Tenant (Number of Months)	Initial Monthly Rental Rate	Current Monthly Rental Rate	Maximum Gross Aggregate Household Income (48x initial monthly rent for new tenancies, 60x current monthly rent for existing tenancies)	Aggregate Gross Household Income	Number of Occupants	Eligibility Re-Verification Date (Every 5 Years from Tenancy Start or Modification Date)

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB363395 and the Assignment of Rents registered under number CB363396;
- (b) **"Existing Chargeholder"** means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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****Authorization to enter into a Housing Agreement  
Re: 1247 Kingsway**

After public hearing on September 15, 2020, Council approved in principle the land owner's application to rezone the above noted property from C-2 (Commercial) 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 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  
December 12, 2023

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 1247 Kingsway**

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

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

029-602-530                      LOT 1 BLOCK 38 DISTRICT LOT 301 GROUP 1 NEW  
WESTMINSTER DISTRICT PLAN EPP47836

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

**Coal Harbour Law LLP  
1208 West Pender St., 3rd Floor  
Vancouver BC V6E 2S8  
1-800-708-3884**

HOUSING AGREEMENT AND BUILDING USE COVENANT

2. Description of Land

PID/Plan Number      Legal Description

**029-602-530      LOT 1 BLOCK 38 DISTRICT LOT 301 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP47836**

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Agreement - Section 219 Covenant</b>

4. Terms

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

5. Transferor(s)

**BAYSHORE CANADA VENTURES ULC, NO.BC0987158**

6. Transferee(s)

**CITY OF VANCOUVER  
A CITY INCORPORATED UNDER THE LOCAL GOVERNMENT  
ACT  
515 WEST 10TH AVENUE  
VANCOUVER BC V5Z 4A8**

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

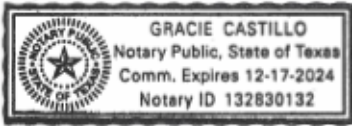
Transferor / Transferee / Party Signature(s)

*Gracie Castillo*  
 1900 St James Place  
 Houston, TX 77056  
 Phone # 281-893-9400

YYYY-MM-DD  
 2023-11-19

**BAYSHORE CANADA VENTURES ULC**  
 By their Authorized Signatory

*[Signature]*  
 Name: Yousuf Chaudhary



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  
SECURED MARKET RENTAL HOUSING

Introduction

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (I) the Transferor, BAYSHORE CANADA VENTURES ULC, as more particularly defined in Section 1.1(r); and
  - (II) the Transferee, CITY OF VANCOUVER, is herein called the "City", as more particularly defined in Section 1.1(c);
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District to increase the permitted floor space ratio from 2.50 to 3.61 and the maximum building height from 13.8 metres to 21.9 metres to permit the development of a six-storey mixed-use building with commercial uses at grade and a total of 31 secured rental housing units over two levels of underground parking (the "Development"), and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning bylaw (the "Rezoning Bylaw"), 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 dwelling units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the *Vancouver DCL By-law* for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing;
- D. Subsequent to the aforementioned public hearing, the Owner expressed its desire to have the secured rental housing units be secured market rental housing and not for-profit affordable rental housing, and City staff have consented to this change;
- E. Accordingly, prior to the enactment of the Rezoning Bylaw, the Owner must make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant to secure all 31 residential units as secured market rental housing units for the longer of 60 years and the life of the building, subject to the following additional conditions:
- (I) a no separate sales covenant;
  - (II) a no stratification covenant;

- (III) a provision that none of such units will be rented for less than one month at a time; and
- (IV) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require; and

F. The Owner is entering into this Agreement to satisfy the foregoing conditions.

#### Consideration

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:

#### Terms of Agreement

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
  - (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning Bylaw and the Development Permit;
  - (c) **“City”** means the City of Vancouver as a corporate entity;
  - (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
  - (e) **“City of Vancouver”** means, save only for its use in Section 1.1(c), the City of Vancouver as a geographical location;
  - (f) **“City Personnel”** means any and all of the City’s elected and appointed officials, officers, employees, agents, contractors, subcontractors, nominees, delegates, licensees, permittees and volunteers;
  - (g) **“Development”** means the development on the Lands described in Recital C as contemplated by the Rezoning Bylaw and approved by a Development Permit;
  - (h) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning Bylaw;

- (i) **“Director of Legal Services”** means the chief administrator, from time to time, of the City’s Legal Services Department and his or her successors in function and their respective nominees;
- (j) **“Dwelling Unit”** has the meaning ascribed to such term in the City’s *Zoning and Development By-law* No. 3575, as may be amended or replaced from time to time;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator, from time to time, of the City’s Planning, Urban Design and Sustainability Department and her or his successors in function and their respective nominees;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **“Lands”** means the parcel of land situate in the City of Vancouver and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, 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;
- (p) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Rezoning Bylaw and any 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 Rezoning Bylaw and any Development Permit;
- (q) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **“Owner”** means the Transferor, BAYSHORE CANADA VENTURES ULC, and any successors in title to the Lands or any portion thereof;
- (s) **“Owner’s Personnel”** means all of the Owner’s employees, agents, contractors, subcontractors, nominees, delegates, licensees, permittees and volunteers;

- (t) **“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 corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in Section 1.1(s)(i)(A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **“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;
- (v) **“Rental Housing Units”** means the new units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the Rezoning Bylaw, the terms of this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (w) **“Rental Housing Units Air Space Parcel”** has the meaning ascribed to such term in Section 3.1(a);
- (x) **“Replacement Rental Housing Unit”** has the meaning ascribed to such term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;
- (y) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (z) **“Rezoning Bylaw”** has the meaning ascribed to such term in Recital C;
- (aa) **“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; and

- (bb) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

**1.2 Interpretation.** In this Agreement:

- (a) *Party.* Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) *Singular; Gender.* Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or bylaw includes and is a reference to such statute or bylaw and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, bylaw and regulations that may be passed which have the effect of supplementing or superseding such statutes, bylaws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

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

- 2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 31 Rental Housing Units, in accordance with the conditions of enactment of the Rezoning Bylaw, this Agreement, the Development Permit, the Building Permit and all applicable City bylaws and policies, all to the satisfaction of the City;
  - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms 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 for the New Building, then 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 or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 31 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable bylaws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
  - (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
  - (e) 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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7(a);
  - (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 3;



- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), 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(f), 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;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings in the City of Vancouver;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3  
SUBDIVISION OF THE LANDS AND THE NEW BUILDING**

**3.1 Subdivision.** Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision plan, to enable all of the Rental Housing Units to be contained within one air space parcel (the "Rental Housing Units Air Space Parcel"); and
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Rental Housing Units Air Space Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Rental Housing Units Air Space Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, the Rental Housing Units Air Space Parcel pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;

- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of any such discharge will be without cost to the City.

**3.2 Air Space Parcel.** If the Lands are subdivided by way of an air space plan whereby the Rental Housing Units are contained within the Rental Housing Units Air Space Parcel and the balance of the Lands is contained within the remainder, a separate air space parcel or is subdivided by way of strata plan, the Owner shall, as condition of the subdivision of the Lands by way of air space plan (and prior to any subdivision of the remainder or other air space parcel other than the Rental Housing Units Air Space Parcel by way of strata plan), be required to register a reciprocal air space parcel easement agreement in form satisfactory to the City setting out the respective obligations of the owner of the Rental Housing Units Air Space Parcel and the owner(s) of the balance of the Lands whereby, without limitation:

- (a) the owner of the Rental Housing Units Air Space Parcel shall be responsible for performing the covenants and obligations of the Owner herein as they pertain to the Rental Housing Units Air Space Parcel;
- (b) the owner(s) of the balance of the Lands will be responsible for performing the covenants and obligations of the Owner as they pertain to the balance of the Lands; and
- (c) primary responsibility for the maintenance and repair of and insurance for common areas and facilities (including, without limitation, the building envelope and roof) will be assigned to one of the owners;
- (d) the owner of the Rental Housing Units Air Space Parcel and the owner(s) of the balance of the Lands will pay equitable shares of the costs of maintenance and repair of and insurance for common areas and facilities; and
- (e) the obligation to replace the Rental Housing Units under Section 2.1(c) will apply where the owner of the Rental Housing Units Air Space Parcel and the owner(s) of the balance of the Lands have reached a decision to rebuild the Building or if a new development is to be constructed on the Lands, subject always to the City's development permit process and requirements.

#### **ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS**

**4.1 No Occupancy.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the

General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; 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 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

#### **ARTICLE 5 ENFORCEMENT**

- 5.1 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 shall be entitled to court costs on a solicitor and own client basis.

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

- 6.1 Release and Indemnity.** Subject to Section 6.3, the Owner covenants and agrees as follows:

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

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

to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel; and

- (b) 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 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) 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 hereunder under; or
  - (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 that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel.

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

**6.3 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 6.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 6.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.3(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.3(b).

- (c) Regardless of whether the claim is being defended under Section 6.3(a) or Section 6.3(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.

- 6.4 **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 **Notices.** 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 to the City, addressed to:

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

Attention: General Manager of Planning, Urban Design and Sustainability

with a concurrent copy to the Director of Legal Services

(b) if to the Owner, addressed to:

Bayshore Canada Ventures ULC  
1900 St. James Place, Suite 800  
Houston, Texas 77056  
Attention: \_\_\_\_\_

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 will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

8.2 **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 grant from His Majesty the King 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 enactment of the Rezoning Bylaw 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.

- 8.3 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 Sale of Lands or New Building.**
- (a) Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7(a) will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
  - (b) Subject to Section 8.7(a), neither the Owner nor any successor in title to the Lands shall be liable for breaches of or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion of the Lands, but the Owner or its successors in title, as the case may be, shall remain liable after

ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance and non-performance of covenants herein as the same relate to such portion of the Lands that occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner of such portion of the Lands

- 8.8 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.
- 8.9 *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, bylaws, 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.
- 8.10 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.

IN WITNESS WHEREOF the parties have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

END OF DOCUMENT



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1977 West 41<sup>st</sup> Avenue and 5688 Maple Street**

After the public hearing on February 16, 2023, Council approved in principle the land owner's application to rezone the above noted property from RS-3A (Residential) District to RR-3B (Residential Rental) 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 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  
December 12, 2023





1. Application

**Scott J. Anderson, Barrister and Solicitor (Amanda Lourenco)**  
**Lawson Lundell LLP**  
**1600 - 925 West Georgia Street**  
**Vancouver BC V6C 3L2**  
**604.631.9208**

Matter No.: 038494-162040  
Sightline (Maple Street) - Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP128546</b>	<b>LOT A BLOCK 5 DISTRICT LOT 526 GROUP 1 NWD PLAN EPP128546</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant</b>
		<b>Entire Document</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant priority over Mortgage CA9682729 and Assignment of Rents CA9682730</b>

4. Terms

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

5. Transferor(s)

**SIGHTLINE PROPERTIES (MAPLE STREET) LTD., NO.BC1291745**  
**BANK OF MONTREAL, AS TO PRIORITY OVER MORTGAGE CA9682729 AND ASSIGNMENT OF RENTS CA9682730**

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

SCOTT J. ANDERSON  
Barrister & Solicitor  
600 - 925 WEST GEORGIA ST.  
VANCOUVER BC V6C 3L2  
(604) 685-3456

Execution Date

YYYY-MM-DD

2023-11-24

Transferor / Transferee / Party Signature(s)

**SIGHTLINE PROPERTIES (MAPLE STREET) LTD.**

By their Authorized Signatory

Name: Jamie Vaughan

Name: \_\_\_\_\_

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

\_\_\_\_\_

Transferor / Transferee / Party Signature(s)

**CITY OF VANCOUVER**

By their Authorized Signatory

Name: \_\_\_\_\_

Name: \_\_\_\_\_

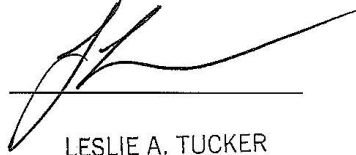
**Officer Certification**

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.



Land Title Act  
**Charge**  
 General Instrument – Part 1

Witnessing Officer Signature




LESLIE A. TUCKER  
 BARRISTER & SOLICITOR  
 19TH FLR. 885 W. GEORGIA ST.  
 VANCOUVER, B.C. V6C 3H4

Execution Date

YYYY-MM-DD  
 2023-11-28

Transferor / Transferee / Party Signature(s)

**BANK OF MONTREAL**  
 By their Authorized Signatory



Name: Jacquelyn Lising  
 Account Manager

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 BELOW-MARKET RENTAL HOUSING

1977 WEST 41ST AVENUE AND 5688 MAPLE STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, SIGHTLINE PROPERTIES (MAPLE STREET) LTD., 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 and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RS-3A (Residential) District to RR-3B (Residential Rental) 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, fulfilment 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:

{02097844v1}

Housing Agreement and Building Use Covenant  
1977 West 41<sup>st</sup> Avenue & 5688 Maple Street

38484.162040.SJA1.24412036.2

- (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 rents 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) and does not include use as Seniors Supportive or Assisted Housing, which is specifically excluded;
- (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 and as may be further amended from time to time hereafter, 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, **SIGHTLINE PROPERTIES (MAPLE STREET) LTD.**, 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) "**Seniors Supportive or Assisted Housing**" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (nn) "**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;

- (oo) **"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;
- (pp) **"Tenant"** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (qq) **"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;
- (rr) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (ss) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (tt) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that 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 to 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 Rental Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
  - (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:
    - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
    - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; 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 Units 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 Building Permit until there is compliance with the provisions of this ARTICLE 4.

#### **ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not 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, except in each case to the extent attributable to the wrongful intentional acts 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 12<sup>th</sup> 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:

Sightline Properties (Maple Street) Ltd.  
Suite 401 - 1505 West 2<sup>nd</sup> Avenue  
Vancouver, British Columbia  
V6H 3Y4

Attention: Director

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.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

- 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 CA9682729 and the Assignment of Rents registered under number CA9682730;
- (b) **"Existing Chargeholder"** means BANK OF MONTREAL;
- (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

38484.162040.SJA1.24412036.2

[02097844v1]

Housing Agreement and Building Use Covenant  
1977 West 41<sup>st</sup> Avenue & 5688 Maple Street

**EXPLANATION****A By-law to authorize the amendment of a  
Housing Agreement  
Authorized by By-law No. 13502  
Re: 1111 Kingsway**

This amendment to the Housing Agreement for 1111 Kingsway, which was authorized by By-law 13502 on June 22, 2021, and was required as a condition of rezoning bylaw enactment with respect to the lands. This amendment modifies such Housing Agreement pursuant to 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 approved by the Vancouver City Council on October 4, 2023.

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

Director of Legal Services  
December 12, 2023

1111 Kingsway

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

**A By-law to authorize the amendment of a  
Housing Agreement Authorized by By-law No. 13052**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 13502 enacted June 22, 2021, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 1111 Kingsway (the **"Housing Agreement"**) and thereafter the Housing Agreement was registered at the Land Title Office under registration numbers CA9133219 to CA9133220; and

AND WHEREAS

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

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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





Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Bennett Jones LLP  
2500 - 666 Burrard Street  
Vancouver BC V6C 2X8  
604-891-7500**

MVL/Imb  
File: 089855.1  
Modification of Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
031-433-421	LOT A BLOCK 58 DISTRICT LOT 301 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP105494

3. Nature of Interest

Type	Number	Additional Information
<b>MODIFICATION</b>	<b>CA9133219</b>	
<b>PRIORITY AGREEMENT</b>		<b>Granting above modification priority over Mortgage CB13259 and Assignment of Rents CB13260</b>

4. Terms

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

5. Transferor(s)

**1076164 B.C. LTD., NO.BC1076164**  
**CANADA MORTGAGE AND HOUSING CORPORATION**

6. Transferee(s)

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

7. Additional or Modified Terms



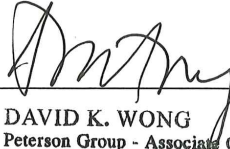
8. Execution(s)

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)

  
\_\_\_\_\_  
**DAVID K. WONG**  
Peterson Group - Associate Counsel  
Barrister & Solicitor  
1701-1166 Alberni Street  
Vancouver, B.C. V6E 3Z3  
604.688.4885  
**Officer Certification**

YYY-MM-DD  
2023-11-29

**1076164 B.C. LTD.**  
By their Authorized Signatory

  
\_\_\_\_\_  
**Print name: Paul McIntyre**

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)

\_\_\_\_\_

YYY-MM-DD

**CITY OF VANCOUVER**  
As Transferee  
By their Authorized Signatory

\_\_\_\_\_  
**Print name:**

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYY-MM-DD

**CANADA MORTGAGE AND HOUSING CORPORATION**  
as to Priority  
By their Authorized Signatory

\_\_\_\_\_  
**Print name:**

**Officer Certification**

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



Land Title Act

## Charge

General Instrument – Part 1

### Electronic Signature

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

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

**1111 KINGSWAY**

**Introduction**

- A. The Transferor, 1076164 B.C. LTD., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "**Housing Condition**") with the City which was registered at the Land Title Office on June 25, 2021 under numbers CA9133219 to CA9133220 (the "**Housing Agreement**"); and
- E. Pursuant to certain resolutions approved by the Vancouver City Council ("**City Council**") on October 4, 2023, City Council approved amendments to, *inter alia*, the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver DCL By-law and the Housing Condition; and
- F. The City and the Owner have agreed to enter into this modification agreement (the "**Modification**") to make corresponding amendments to the Housing Agreement, in accordance with such City Council resolutions.

**Consideration**

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, the Owner and the City hereby covenant and agree as follows:

**1. Definitions**

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

**2. Modification of the Housing Agreement**

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

- (a) inserting the following immediately after Section 1.1(e), as Section 1.1(e.1):

- “(e.1) **“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;”
- (b) deleting Section 1.1(j)(iii)(E) in its entirety and replacing it with the following:
- “(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;”;
- (c) deleting the following from Section 1.1(o)(x)(E): “(included for calculations with an effective date prior to January, 2013)”;
- (d) deleting Section 1.1(o)(xxii) in its entirety;
- (e) deleting Section 1.1(t) in its entirety and replacing it with the following:
- “(t) **“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 and as may be further amended from time to time hereafter, 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;”;
- (f) replacing all references of “Moderate Income Rental Housing Pilot Program” with “Moderate Income Rental Housing Pilot Program Rezoning Policy”;
- (g) deleting Section 1.1(v) in its entirety and replacing it with the following:

- “(v) **“Moderate Income Rental Housing Report”** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income 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;”;
- (h) deleting Section 2.1(e)(ii) in its entirety and replacing it with the following:
- “(ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(p) and the Owner will withhold its consent to any assignment or subletting of a Moderate Income Rental Housing Unit in accordance with Section 2.1(e)(v)(D)(VI)b.”;
- (i) deleting Section 2.1(e)(v)(C) in its entirety and replacing it with the following:
- “(C) a term that is not less than one month;”;
- (j) deleting Section 2.1(e)(v)(D)(VI) in its entirety and replacing it with the following:
- “(VI) the Tenant will not assign or sublet the Moderate Income 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:
- a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
- b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to withhold its consent, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and;”
- (k) deleting Section 2.1(o) in its entirety and replacing it with “Intentionally deleted.”;
- (l) deleting Section 2.1(p)(i) in its entirety and replacing it with the following:
- “(i) the initial rental rate for each tenancy of a Moderate Income 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 Moderate Income Rental Housing Unit commences;”;
- (m) deleting the reference to “the same as the rent for the former Moderate Income Housing Rental Unit;” in the last two lines of Section 2.1(p)(iii) and replacing it with “set in accordance with Section 2.1(p)(i)(B);”;
- (n) deleting Section 2.1(p)(iv) in its entirety and replacing it with the following:
- “(iv) following the issuance of the Occupancy Permit, during a tenancy of a Moderate Income Rental Housing Unit, the Owner shall not increase the rent for the Moderate Income 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 Moderate Income Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(p)(i). For clarity, the Owner shall not increase the rent for a Moderate Income 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 Moderate Income Rental Housing Unit;”;
- (o) deleting Section 6.1(b) in its entirety and replacing it with the following:
- “(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 Moderate Income Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;”;
- (p) inserting the Moderate Income Rental Housing Report, attached hereto as Exhibit A, to Housing Agreement as Schedule A thereto.

### 3. Housing Agreement Ratified and Confirmed

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

**4. Amendment**

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

**5. Binding Effect**

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

**6. Time**

Time shall be of the essence of this Modification.

**7. Conflict**

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

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





**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB13259 and the Assignment of Rents registered under number CB13260;
- (b) **"Existing Chargeholder"** means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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**

WSLEGAL\089855\00001\36283631v2

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 5995 - 6015 Dunbar Street**

After the public hearing on April 25, 2023, Council approved in principle the land owner's application to rezone the above noted property from RS-5 (Residential) District to RR-2B (Residential Rental) 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 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  
December 12, 2023





Land Title Act

**Charge**

General Instrument – Part 1

1. Application

<p><b>SAMPSON DAVIE FANE VOLPIANA LLP</b>  <b>Barristers and Solicitors</b>  <b>408 - 355 Burrard Street</b>  <b>Vancouver BC V6C 2G8</b>  <b>604.343.1930</b></p>
--

File No.: 1034-21-0198  
Attention: Liza Volpiana / Kelly Boreham  
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP130423</b>	<b>LOT 1 BLOCK 4 DISTRICT LOT 320 NEW WESTMINSTER DISTRICT PLAN EPP130423</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		
<b>PRIORITY AGREEMENT</b>		<b>granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA9752597 and Assignment of Rents CA9752598</b>

4. Terms

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

5. Transferor(s)

**DUNBAR STREET WEST NOMINEE INC., NO.BC1345050**  
**ROYAL BANK OF CANADA, AS TO PRIORITY**

6. Transferee(s)

<p><b>CITY OF VANCOUVER</b>  <b>453 WEST 12TH AVENUE</b>  <b>VANCOUVER BC V5Y 1V4</b></p>
---

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

**DUNBAR STREET WEST NOMINEE INC.**  
 By its 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  
 2023-11-30

**ROYAL BANK OF CANADA**  
 By its Authorized Signatory(ies):

  
 \_\_\_\_\_  
**Name:** VARREN DA SILVA  
 Director

Noel Cheluget  
 A Commissioner for Taking Affidavits  
 for British Columbia  
 Expiry: March 31, 2026

RBC Royal Bank  
 30th flr, 1055 W Georgia St.  
 Vancouver, BC V6E 3S5

**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.



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  
2023-02-01

**DUNBAR STREET WEST NOMINEE INC.**

By its Authorized Signatory:

Name: Michael Mackay

ELIZABETH VOLPIANA  
BARRISTER & SOLICITOR  
DAVIDSON DAVIE FANE VOLPIANA LLP  
SUITE 408 - 355 BURRARD STREET  
VANCOUVER, B.C. V6C 2G8  
(604) 343-1933

**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

**ROYAL BANK OF CANADA**

By its Authorized Signatory(ies):

\_\_\_\_\_  
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)

**CITY OF VANCOUVER**  
By its Authorized Signatory:

Name: \_\_\_\_\_

**Officer Certification**

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

**Electronic Signature**

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

\_\_\_\_\_



**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**RENTAL HOUSING**

**5995 - 6015 DUNBAR STREET**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, DUNBAR STREET WEST NOMINEE INC., is called the “Owner”, as more particularly defined in Section **Error! Reference source not found.**; and
  - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to the 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 from RS-5 (Residential) District to RR-2B (Residential Rental) District (the “**Rezoning**”) to permit the development of a five-storey market rental building 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, fulfilment of the following condition prior to enactment of the rezoning by-law (the “**Rezoning By-law**”):
- “2.5 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant to secure all residential units as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City’s Secured Rental Policy, for a term equal to the longer of 60 years and the life of the building, subject to a no-separate-sales covenant and a no-stratification covenant, and such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may require.*
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City at by-law enactment pursuant to Section 565.2 of the Vancouver Charter and a Section 219 Covenant.”,*
- (the “**Market Rental Housing Condition**”); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **“Building”** means each new building or structure to be built on the Lands as contemplated by the Rezoning or 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 Rezoning or the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
- (g) **“Development Permit”** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
- (h) **“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;
- (i) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator, from time to time, of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (j) **“High-Density Housing for Families with Children Guidelines”** means the City’s High-Density Housing for Families with Children Guidelines adopted by the City’s elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (k) **“Housing Unit”** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;

- (m) **“Lands”** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **“Market Rental Housing”** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital C;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (r) **“Occupancy Permit”** means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **“Owner”** means the Transferor, DUNBAR STREET WEST NOMINEE INC., and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(k) and **“Replacement Rental Housing Units”** means all of such units;

- (v) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (w) “**Rezoning**” means the rezoning of the Lands described in Recital C of this Agreement;
- (x) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building;
- (y) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii); and
- (z) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 **Interpretation.** In this Agreement:

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

passed which have the effect of supplementing or superseding such statutes and regulations.

- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain all residential units on the Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "**Market Rental Housing Units**");
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families with Children Guidelines in force at the time of issuance of a building permit for the Market Rental Housing Units or Replacement Rental Housing Units, as applicable, such unit mix may be adjusted with the written approval of the City and the Owner prior to issuance of the Development Permit and/or prior to issuance of the Occupancy Permit, without amendment to this Agreement;
- (d) throughout the Term, all of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licensed to use or sublet, any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a month-to-month or longer basis, and in no case for a term of less than 30 consecutive days;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain

bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units (subject further to Section 7.7);

- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged during the Term, 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, reasonable wear and tear excepted; and
- (k) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a "**Replacement Rental Housing Unit**") for that period of time remaining in the original Term, in accordance with the terms of this Agreement and the applicable by-laws of the City.

### ARTICLE 3 RECORD KEEPING

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 4  
ENFORCEMENT**

4.1 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 5  
RELEASE AND INDEMNITY**

5.1 **Release and Indemnity**. Except to the extent caused by the gross negligence or wrongful intentional acts of the City or the City Personnel, and subject to Section 5.2, the Owner hereby:

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

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

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

The indemnities in this ARTICLE 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 **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 5.25.2 will not apply and the City will have the right to conduct the defence of any claim described in Section 5.25.2 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 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.25.2 or Section 5.2(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.

5.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 6  
NOTICES**

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

- (a) If to the City:



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

Attention: General Manager of Planning, Urban Design and Sustainability,  
with a concurrent copy to the Director of Legal Services

(b) If to the Owner:

**Dunbar Street West Nominee Inc.**  
2400 - 320 Granville Street  
Vancouver, British Columbia  
V6C 1S9

Attention: Director

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

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

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

#### **ARTICLE 7 MISCELLANEOUS**

7.1 **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.

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

7.3 **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.

7.4 **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.

7.5 **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.

7.6 **Priority of Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from the His Majesty the King 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 Rezoning or the Development Permit; and
- (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

7.7 **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

7.8 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters into an assumption agreement as provided in this Section 7.7, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed. The parties further acknowledge and agree that provided that the Owner or any successor in title to the Lands, or any portion thereof, complies with the requirements under this Section 7.8, neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the

Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

7.9 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal 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 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.

7.10 **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.

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Chargeholder"** means ROYAL BANK OF CANADA;
- (b) **"Existing Charges"** means the Mortgage registered under number CA9752597 and the Assignment of Rents registered under number CA9752598;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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****Authorization to enter into a Housing Agreement  
Re: 5562-5688 Manson Street**

After a public hearing on January 17, 2023, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (Residential) 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 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  
December 12, 2023





1. Application

**Stephanie Wong, TERRA LAW CORPORATION  
2800 - 650 West Georgia Street  
Vancouver BC V6B 4N7  
6046288978**

504691  
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP134098</b>	<b>LOT 1 BLOCK 873 DISTRICT LOT 526 PLAN EPP134098</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219</b>

4. Terms

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

5. Transferor(s)

**1119195 B.C. LTD., NO.BC1119195**  
**1265995 B.C. LTD., NO.BC1265995**

6. Transferee(s)

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

7. Additional or Modified Terms

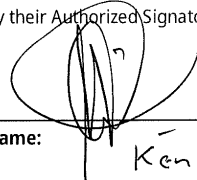


8. Execution(s)

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  
  
\_\_\_\_\_  
**Greg Fabbro**  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7  
604-628-8993

Execution Date  
YYY-MM-DD  
2023-12-04

Transferor / Transferee / Party Signature(s)  
**1119195 B.C. LTD.**  
By their Authorized Signatory  
  
\_\_\_\_\_  
Name: Ken Mahin

**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  
  
\_\_\_\_\_  
**Greg Fabbro**  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7  
604-628-8993

Execution Date  
YYY-MM-DD  
2023-12-04

Transferor / Transferee / Party Signature(s)  
**1265995 B.C. LTD.**  
By their Authorized Signatory  
  
\_\_\_\_\_  
Name: Ken Mahin

**Officer Certification**

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





Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**CITY OF VANCOUVER**  
By their Authorized Signatory

\_\_\_\_\_  
**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 BELOW-MARKET RENTAL HOUSING  
5562-5688 MANSON STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1119195 B.C. LTD. And 1265995 B.C. LTD., are collectively 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) 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, fulfilment 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) **“Approving Officer”** means the person appointed pursuant to the provisions of the Land Title Act as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;
- (c) **“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 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;
- (d) **“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;
- (e) **“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;
- (f) **“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;
- (g) **“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;
- (h) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (i) **“City Manager”** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (j) **“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;
- (k) **“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;
- (l) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;

- (m) **"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;
- (n) **"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;
- (o) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (p) **"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;

- (q) **"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;
- (r) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing (excluding Senior Supportive or Assisted 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), provided that the foregoing does not include the use of such Dwelling Units for Senior Supportive or Assisted Housing;
- (s) **"For-Profit Affordable Rental Housing Parcel"** means an air space parcel following the Subdivision, which will contain, *inter alia*, all of the For-Profit Affordable Rental Housing Units;
- (t) **"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;
- (u) **"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;
- (v) **"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;

- (w) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (x) "**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;
- (y) "**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;
- (z) "**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 and as may be further amended from time to time hereafter, 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;
- (aa) "**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;
- (bb) "**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;
- (cc) "**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;
- (dd) "**Owner**" means the registered owners of the Lands as of the Effective Date, namely, 1119195 B.C. LTD. and 1265995 B.C. LTD. and their successors and assigns;
- (ee) "**Personal Information Protection Act**" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ff) "**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;

- (gg) **"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;
- (hh) **"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;
- (ii) **"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;
- (jj) **"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;
- (kk) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (ll) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (mm) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (nn) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (oo) **"Seniors Supportive or Assisted Housing"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (pp) **"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;

- (qq) "**Subdivision**" means the subdivision of the Lands by the deposit of an air space subdivision plan to enable all of the For-Profit Affordable Rental Housing Units to be contained within the For-Profit Affordable Rental Housing Parcel;
- (rr) "**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;
- (ss) "**Tenant**" means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (tt) "**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;
- (uu) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);
- (vv) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (ww) "**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 to 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) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
  - (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:
      - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement

- b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; 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 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 (provided such legal owner(s) may be different from such beneficial owner(s)), as applicable, and subject to Section 11.9;
- (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 (but is not obligated to) 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, except to the extent that any such 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;
  - (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, except to the extent that any such Losses are caused by the gross negligence or wrongful intentional acts of the City or 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 SUBDIVISION OF THE LANDS

- 9.1 Subdivision of the Lands: Notwithstanding Section 2.1(j):
- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to the Subdivision to enable, *inter alia*, all of the For-Profit Affordable Rental Housing Units to be contained within the For-Profit Affordable Rental Housing Parcel; and
  - (b) following the Subdivision and the issuance of an occupancy permit for the For-Profit Affordable Rental Housing Parcel, the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the For-Profit Affordable Rental Housing Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:
    - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units or in respect of the For-Profit Affordable Rental Housing Parcel pursuant to this Agreement;
    - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
    - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
    - (iv) the preparation and registration of the any such discharge will be without cost to the City.

**ARTICLE 10  
NOTICES**

10.1 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 12<sup>th</sup> 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:

1119195 B.C. Ltd.  
1325-1500 West Georgia Street  
Vancouver, British Columbia V7X 1L3

Attention: President

and:

1265995 B.C. Ltd.  
1325-1500 West Georgia Street  
Vancouver, British Columbia V7X 1L3

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 11  
MISCELLANEOUS**

- 11.1 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 11.9, 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.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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*.
- 11.9 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 11.9 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).
- 11.10 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.
- 11.11 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.
- 11.12 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.



**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 607-621 West 28th Avenue**

Enactment of the attached by-law will delete 607-621 West 28th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 9, 2021 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
December 12, 2023

607-621 West 28th Avenue

**BY-LAW NO.**

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID 010-720-898; Lot 8, Block 719, District Lot 526, Plan 7090; and
- (b) PID 007-492-057; Lot 9, Block 719, District Lot 526, Plan 7090

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

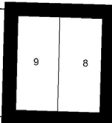
\_\_\_\_\_  
Mayor

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

**Schedule A**

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



The properties outlined in black (  ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

607-621 West 28th Avenue

map: 1 of 1  
scale: NTS



**City of Vancouver**

date: 2023-11-28

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 668-692 West 54th Avenue**

Enactment of the attached By-law will delete 668-692 West 54th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 12, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
December 12, 2023



**Schedule A**

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



The properties outlined in black ( ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

668-692 West 54th Avenue

map: 1 of 1  
scale: NTS



**City of Vancouver**

date: 2023-11-29



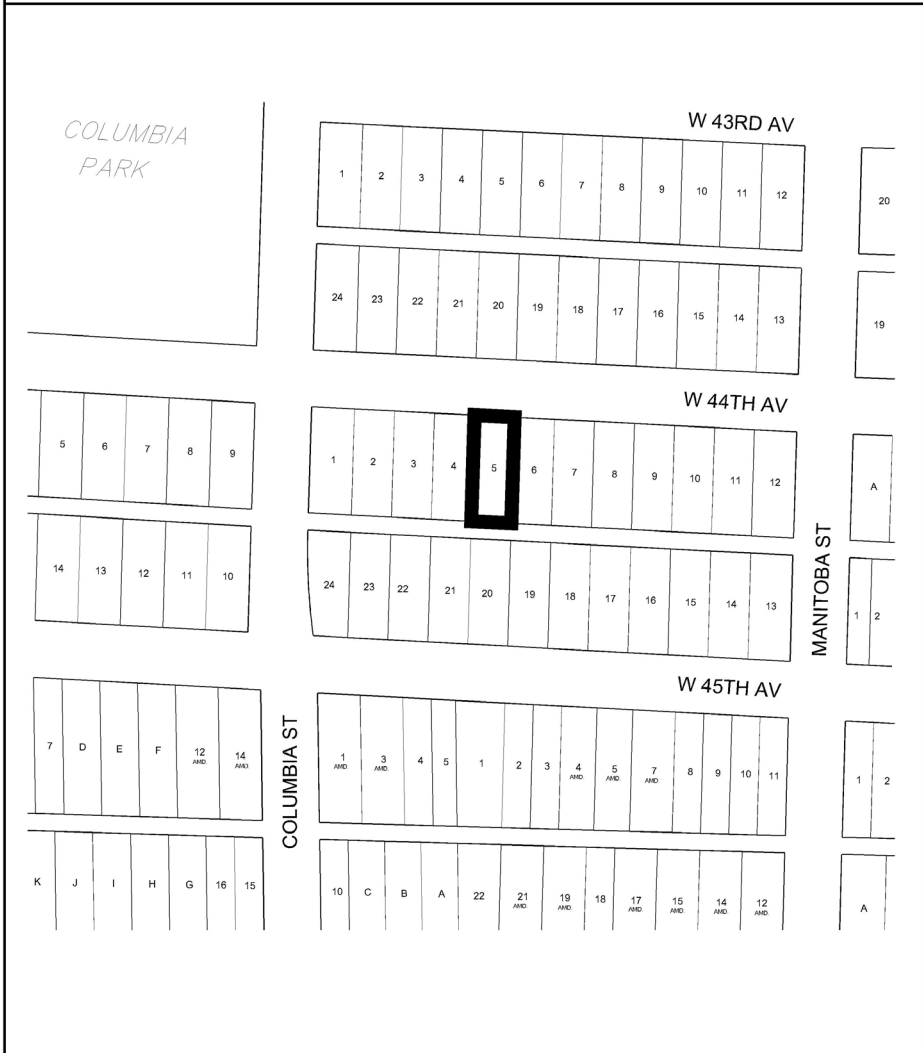
**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 160 West 44th Avenue**

Enactment of the attached by-law will delete 160 West 44th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 17, 2022 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
December 12, 2023



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



The property outlined in black (      ) is deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

160 West 44th Avenue

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2023-11-29