

EXPLANATION

A By-law to amend Licence By-law No. 4450 regarding streamlined business licence fees and other miscellaneous amendments

Enactment of the attached by-law will implement Council's resolution of February 27, 2024 to amend the Licence By-law regarding fees for the new streamlined business licence types and other miscellaneous amendments, and includes additional minor amendments to ensure that amendments made to the by-law before February 27, 2024 regarding amendments to liquor establishment and liquor licence regulations are carried forward into the amended by-law, and to address amendments made to the by-law after February 27, 2024 regarding foam containers, plastic straws, single-use utensils and plastic shopping bags.

Director of Legal Services
April 9, 2024

BY-LAW NO. _____

**A By-law to amend Licence By-law No. 4450
regarding streamlined business licence fees
and other miscellaneous amendments**

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

1. This by-law amends the indicated schedules of the Licence By-law No. 4450.
2. Council strikes out “license” wherever the word “license” is used as a noun and substitutes “licence”.
3. In section 2, Council:
 - (a) in the definition of **Agriculture**, strikes out “**Urban Farm**” and substitutes “**Urban Farm – Class A** and **Urban Farm- Class B**”;
 - (b) adds a new definition for Animal Clinic or Hospital in the correct alphabetical order as follows:

“**Animal Clinic or Hospital** means any premises used to carry on the business of providing care and medical treatment to animals.”;
 - (c) in the definition of **Animal Services**, adds “and **Animal Clinic or Hospital**” after “**Veterinarian**”;
 - (d) in the definition of **Arts, Culture and Creative Industries**, strikes out “**Artist Agency, Artist, Artist Studio, Design Services, Creative Products Manufacturer, Hall or Spectator Sports Venue, Photography, Production and Rehearsal Studio, Publishing and Journalism Services, Exhibition Centre, Theatre and Temporary Filming Company**” and substitutes “**Artist, Artist Agency, Artist Studio, Creative Products Manufacturer, Design Services, Exhibition Centre, Hall or Spectator Sports Venue, Photography, Production and Rehearsal Studio, Publishing and Journalism Services, Theatre and Temporary Filming Company**”;
 - (e) in the definition of **Education/Instruction**, strikes out “, and **Sports and Fitness Instruction**” and substitutes “and **Sports and Fitness Instruction**”;
 - (f) adds a new definition for Events in the correct alphabetical order as follows:

“**Events** is a licence category that includes **Special Events**.”;
 - (g) in the definition of **Extended Hours Liquor Establishment – Class 2**, strikes out “150” and substitutes “200”;

- (h) strikes out the definition of **Food Manufacturing, Processing and Assembly**, and substitutes the following:

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

- (i) in the definition of **Grocery Store**, strikes out **“Market Outlet selling food”** and substituting **“Market Outlet – Food”**;
- (j) in the definition of **Health and Beauty**, strikes out **“, Health Enhancement Services and Tanning Salon/Tattoo and Piercing Studio”** and substitutes **“and Health Enhancement Services”**;
- (k) in the definition of **Health Care and Social Assistance**, adds **“or Social Assistance”** before **“Facility”**;
- (l) moves the definition of **Health Enhancement Centre** above the definition of **Health Enhancement Services**;
- (m) in the definition of **Hotel or Motel**, adds **“Accommodation”** after **“Short-term Rental”**.
- (n) in the definition of **Limited Service Food Establishment**, strikes out **“, and does not sell alcohol”**;
- (o) in the definition of **Manufacturing and Catering**, strikes out **“Non-Food Manufacturing, Assembling and Processing, Food Manufacturing, Assembling and Processing, and Caterer”** and substitutes **“Caterer, Food Manufacturing, Assembling and Processing and Non-Food Manufacturing, Assembling and Processing”**;
- (p) strikes out the definition of **Market Outlet** and substitutes the following:
- “Market Outlet – Food** means a business selling commodities including foodstuffs directly to the public on premises with a total floor area greater than 4,645 square metres.
- Market Outlet – Non-Food** means a business selling commodities other than foodstuffs directly to the public on premises with a total floor area greater than 4,645 square metres.”;
- (q) in the definition of **Money Services**, strikes out **“or Cheque Cashing Centre”** and substitutes **“, Bank Machine or Cheque Cashing Centre”**.
- (r) in the definition of **Rental Accommodation**, strikes out **“Bed and Breakfast, Short-term Rental Operator, Hotel or Motel and Long Term Rental”** and substitutes **“Bed and Breakfast, Hotel or Motel, Long Term Rental, and Short-term Rental Accommodation Operator”**;

- (s) in the definition of **Repair and Maintenance**, strikes out “**General Repair and Maintenance Services, Building Repair and Maintenance Services,**” and substitutes “**Building Repair and Maintenance Services, General Repair and Maintenance Services**”;
- (t) in the definition of **Retail Dealer**, strikes out “or Market Outlet that does not sell food” and substitutes “, Vehicle Dealer and **Market Outlet – Non-Food**”;
- (u) in the definition of **Retail Dealer – Used Goods**, strikes out “a business providing collateral loans for taking goods in pawn, or selling used goods or goods and chattels in pawn, including”;
- (v) in the definition of **Retail Trade**, strikes out “**Gasoline Station, Grocery Store, Liquor Retail Store, Pharmacy**” and substitutes “**Gasoline Station, Gasoline Station with Charging, Grocery Store, Liquor Retail Store, Marine Service Station, Pharmacy**”;
- (w) in the definition of **Special Events**, strikes out “Indoor”;
- (x) in the definition of **Standard Hours Liquor Establishment – Class 2**, strikes out “150” and substitutes “200”;
- (y) in the definition of **Standard Hours Liquor Establishment – Class 8**, strikes out “a community association with an arts and culture mandate, or a business the primary purpose of which is the sale of works of art” and substitutes “a business the primary purpose of which is retail sales or the provision of a service to customers on the premises”;
- (z) in the definition of **Transportation and Logistics**, strikes out “**Parking Area or Garage, Logistics Services, Marina Operator, Transportation and Support Services and Warehouse Operation**” and substitutes “**Logistics Services, Marina Operator, Parking Area or Garage, Transportation and Support Services, Warehouse Operation – Food and Warehouse Operation – Non-Food**”;
- (aa) strikes out the definition of **Urban Farm** in its entirety;
- (bb) in the definition of **Vehicle Dealer**, strikes out “or renting”;
- (cc) strikes out the definition of **Warehouse Operation** and substitutes the following:

“**Warehouse Operation – Food** means a business that receives and stores goods including foodstuffs for a fee, and includes packing or packaging related services.

Warehouse Operation – Non-Food means a business that receives and stores goods not including foodstuffs for a fee, and includes packing or packaging related services.”;
- (dd) in the definition of **Waste Collection and Hauling**, adds “**Services** means” before “a business collecting”;

- (ee) strikes out the definition of **Wholesale Dealer** and substitute the following:
- “Wholesale Dealer – Food** means a business selling foodstuffs and any other commodity to retail dealers, other wholesale dealers, contractors or manufacturers for use in their business.
- Wholesale Dealer – Non-Food** means a business selling any commodity other than foodstuffs to retail dealers, other wholesale dealers, contractors or manufacturers for use in their business.”;
- (ff) adds a new definition for Wholesale Trade in the correct alphabetical order as follows:
- “Wholesale Trade** is a licence category that includes **Brokerage Services, Wholesale Dealer – Food** and **Wholesale Dealer Non-Food**.”; and
- (gg) strikes out the definitions for **Accessible Straw, Food Service Ware, Food Vendor, Plastic Shopping Bag, Polystyrene Foam, Self-Serve Station, Single-Use Plastic Beverage Straw**, and **Single-Use Utensil** in their entirety.
4. In section 6(3), Council strikes out “\$10.00” and substitutes “\$12.00”.
5. In section 9(1), Council strikes out “, except that Council does not delegate to the Inspector its power and duties with regard to the issuance of liquor primary licences”.
6. In section 21.3(11)(a), Council strikes out “after 11:00 p.m.” and substitutes “outside the hours set for standard hours liquor establishments in the Business Premises Regulation of Hours By-law”.
7. Council renumbers sections 25.5 and 25.6 as sections 25.4 and 25.5, respectively.
8. In section 28.1, Council:
- (a) in subsection 2(c)(i), strikes out “15 cents” and substitutes “25 cents”;
- (b) in subsection 2(c)(ii), strikes out “\$1” and substitutes “\$2”;
- (c) in subsection (5), strikes out “Subsections 15.9 (1) to (5)” and substitutes “Subsections (1) to (4)”;
- (d) in subsection (6), strikes out “Subsections 15.9 (3)(c), (4) and (5)” and substitutes “Subsections (2)(c), (3) and (4)”;
- (e) strikes out subsection (7).
9. Council renumbers sections 28.5 through 28.9 as sections 28.4 through 28.8, respectively.
10. In section 39(5), Council strikes out “28.6” and substitutes “28.5”.

11. Council:

- (a) repeals Schedule A, and substitutes for it Schedule A attached to this by-law, which new Schedule A is to form part of the Licence By-law; and
- (b) approves the fees set out in the new Schedule A.

12. This by-law is to come into force and take effect on May 6, 2024, immediately after By-law No. 13702 comes into force and effect.

ENACTED by Council this day of , 2024

Mayor

City Clerk

SCHEDULE A
2024 BUSINESS LICENCE FEES

All licence fees are payable annually, unless otherwise specified.

	<u>Licence Fee</u>
Adult Retail Store	\$250
Adult Services, except Body-rub Parlour, Body-painting Studio, Model Studio, and Social Escort Agency	\$250
Body-rub Parlour	\$13,772
Body-painting Studio	\$13,772
Model Studio	\$13,772
Social Escort Agency	\$1,537
Amusement Park	\$6,660
Animal Services, except Animal Clinic or Hospital	\$250
Animal Clinic or Hospital	\$340
Architectural and Engineering Services	\$250
Artist	\$250
Artist Agency	\$250
Artist Studio	\$250
Arts and Creative Instruction	\$250
Association or Society, except Club	\$2
Club	\$12
Beauty Services, except Barber Shop or Beauty Salon, Beauty and Wellness Centre, and Tanning Salon or Tattoo and Piercing Studio	\$250
Barber Shop or Beauty Salon	\$340

Beauty and Wellness Centre	\$340
Tanning Salon or Tattoo and Piercing Studio	\$340
Bed and Breakfast Accommodation	\$64
Bingo Hall/Casino/Horse Racing, except Casino – Class 2 and Horse Racing	\$340
Casino - Class 2	\$15,764
Horse Racing	\$15,764
Brokerage Services	\$250
Building Repair and Maintenance Services	\$250
Business Support Services	\$250
Business and Vocational Instruction	\$250
Caterer	\$481
Consulting and Management Services	\$250
Creative Products Manufacturer	\$250
Design Services	\$250
Digital Entertainment and Interactive Technology	\$250
Entertainment Facility	\$340
Exhibition Centre	\$250
Extended Hours Liquor Establishment	\$20.40 annually per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the number of persons, the minimum fee will be \$250 and the maximum fee will be \$27,545
Financial Institution	\$1,844
Financial Services	\$250
Fitness Centre – Class 1	\$250

Fitness Centre – Class 2	\$340
Food Manufacturing, Assembling and Processing	\$481
Food Market	\$12
Forestry Services	\$250
Gasoline Station	\$340
Gasoline Station with Charging	\$340
General Contractor	\$340
General Repair and Maintenance Services	\$250
Grocery Store, except Market Outlet - Food	\$1,000
Market Outlet - Food	\$5,300
Hall or Spectator Sports Venue	\$250
Health Care or Social Assistance Facility, except Health Care or Social Assistance Facility providing overnight stays	\$250
Health Care or Social Assistance Facility providing overnight stays	\$42 annually per bed
Health Care Professionals and Services	\$250
Health Enhancement Services, except Therapeutic Touch Technique Practitioner	\$340
Therapeutic Touch Technique Practitioner	\$250
Hotel or Motel	\$89 annually per dwelling unit \$64 annually per housekeeping unit \$42 annually per sleeping unit
Information Communication Technology	\$250
Insurance Services	\$250

Inter-municipal Business Licence	\$250
Inter-municipal TNS Business Licence	\$155 plus \$150 for each vehicle except for accessible passenger directed vehicles and zero emission vehicles, plus \$30 for each zero emission vehicle
Laboratory Services	\$250
Laundry Services	\$250
Legal Services	\$250
Limited Service Food Establishment, except Concession Stand	\$653
Concession Stand	\$340
Liquor Retail Store	\$502
Logistics Services	\$250
Long Term Rental, except Long Term Rental provided in Non-profit Housing	\$89 annually per dwelling unit \$64 annually per housekeeping unit \$42 annually per sleeping unit
Long Term Rental provided in Non-profit Housing	\$250
Marina Operator	\$340 plus \$1,780 for each occupied live-aboard boat 21 feet or less in length at water line, plus \$2,155 for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length at water line, plus \$2,427 for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length

	<p>at water line,</p> <p>plus \$2,767 for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length at water line,</p> <p>plus \$3.052 for each occupied live-aboard boat which is more than 37 feet in length at water line</p>
Marine Service Station	\$340
Marketing / Public Relations/ Advertising/ Event Promotion Services	\$250
Mining	\$250
Money Services, except Bank Machine	\$250
Bank Machine	\$89
Non-Food Manufacturing, Assembling and Processing	\$250
Oil, Gas and Other Fuels Services	\$250
Parking Area or Garage	\$250
Personal Services	\$250
Pharmacy	\$340
Photography, Production and Rehearsal Studio	\$250
Printing, Imaging and Photo Services	\$250
Private School or College	\$340
Publishing and Journalism Services	\$250
Real Estate Services	\$250
Recycling and Resource Recovery Services	\$250
Rental Services	\$250

Restaurant - Class 1	\$944
Restaurant - Class 2	\$944
Restaurant - Class 1 with Liquor Service	\$944 plus \$12.20 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant
Restaurant – Class 2 with Liquor Service	\$944 plus \$12.20 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant
Retail Dealer, except Market Outlet – Non-Food, Public Market, Transient Peddler and Transient Trader	\$250
Market Outlet – Non-Food	\$5,300
Public Market	\$653 per day or \$1,844 per week
Transient Peddler	\$653 per week or \$4,364 annually
Transient Trader	\$653 per week or \$4,364 annually
Retail Dealer – Cannabis	\$5,300
Retail Dealer – Food	\$340
Retail Dealer - Used Goods, as follows:	
Pawnbroker	\$2,801
Secondhand Dealer – Class 1	\$2,801
Secondhand Dealer – Class 2	\$1,537
Secondhand Dealer – Class 3	\$1,000
Secondhand Dealer – Class 4	\$340
Secondhand Dealer – Class 5	\$340
Secondhand Dealer – Class 6	\$653

Security Services	\$250
Short Term Rental Accommodation Operator	\$1,000
Soliciting for Charity	\$12
Special Events, as follows:	
(a) automobile or motorcycle racing	\$250 per day or \$413 per week or \$1,578 annually
(b) circus or rodeo	\$250 per day or \$413 per week or \$3,880 annually
(c) concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, except where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, where the capacity of the facility:	
(i) does not exceed 500 seats	\$250 per day or \$355 per week or \$3,121 annually
(ii) is greater than 500 seats but does not exceed 1000 seats	\$250 per day or \$413 per week or \$3,636 annually
(iii) is greater than 1000 seats but does not exceed 2000 seats	\$250 per day or \$481 per week or \$4,847 annually
(iv) exceeds 2000 seats	\$279 per day or \$548 per week or \$5,583 annually
(d) boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned, except where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event	\$250 per day or \$413 per week or \$3,636 annually

(e) concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, or boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned, where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event	\$50 per day or \$60 per week or \$2,425 annually
(f) Arts and Culture Event	
(i) 31 to 60 persons	\$35 per event or series of up to 6 events in a 30-day period
(ii) 61 to 150 persons	\$150 per event or series of up to 6 events in a 30-day period
(iii) 151 to 250 persons	\$200 per event or series of up to 6 events in a 30-day period
(iv) 250 persons and above	\$250 per event or series of up to 6 events in a 30-day period
(g) Late Night Dance Event	
(i) with patron capacity of less than 350	\$394
(ii) with patron capacity of 350 or more but less than 750	\$692
(iii) with patron capacity of 750 or more but less than 2000	\$1,185
(iv) with patron capacity of 2000 or more	\$1,578
(h) Pacific National Exhibition Annual Fair (PNE)	\$22,078
Sports and Fitness Instruction	\$250
Standard Hours Liquor Establishment	\$7.50 annually per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite

	the person capacity, the minimum fee will be \$250, and the maximum fee will be \$3,769 for Classes 1 through 6, and \$641 for Classes 7 and 8
Street Vendor	\$250
Swimming Pool associated with any Long Term Rental provided in Multiple Conversion Dwelling, Multiple Dwelling or Non-profit Housing, or Hotel or Motel	\$1,000
Temporary Filming Company	\$124
Theatre	\$340
Tourism Services	\$250
Trade Contractor	\$340
Transportation and Support Services, except Public Bike Share and Passenger Directed Vehicle Services, excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	\$250
Public Bike Share	\$2,868
Passenger Directed Vehicle Services, excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	\$250 plus \$117 for each vehicle except for accessible passenger directed vehicles and zero-emission vehicles
Urban Farm – Class A	\$12
Urban Farm – Class B	\$250
Vehicle Repair, Detailing and Washing Services	\$250
Venue	\$7.50 annually per person based on the person capacity set out on the Provincial liquor licence for the venue, except that despite the person capacity, the minimum fee will be \$250 and the maximum fee will be \$582
Warehouse Operation – Food	\$481

Warehouse Operation – Non-Food	\$250
Waste Collection and Hauling Services	\$340
Wholesale Dealer - Food	\$481
Wholesale Dealer – Non-Food	\$250
Any Business, Trade, Profession or other occupation not specified herein	\$250
Transfer of a Licence	\$181 per transfer
Non-Refundable Portion of Fee	\$109 per licence where the applicable fee is greater than \$109
Late Payment Fee	\$42 or 10% of the original licence fee, whichever is greater

EXPLANATION**A By-law to amend the Ticket Offences By-law No. 9360
regarding miscellaneous amendments**

Enactment of the attached by-law will implement consequential changes to the Ticket Offences By-law to update section number references to reflect amendments made to the Licence By-law under By-law 13702.

Director of Legal Services
April 9, 2024

**A By-law to amend the Ticket Offences By-law No. 9360
regarding miscellaneous amendments**

1. This by-law amends the indicated provisions and schedules of the Ticket Offences By-law No. 9360.

3. In Column 3 of Table 3, Council strikes out “Section 23.4(1)(a)”, Section 23.4(1)(b)”, “Section 23.4(2)(a)”, “Section 23.4(2)(b)”, “Section 23.4(2)(c)”, and “Section 23.4(2)(d)”, and substitutes “Section 11.4(1)(a)”, Section 11.4(1)(b)”, “Section 11.4(2)(a)”, “Section 11.4(2)(b)”, “Section 11.4(2)(c)”, and “Section 11.4(2)(d)”.

5. This by-law is to come into force and take effect on May 6, 2024, immediately after By-law No. 13702 comes into force and takes effect.

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (531) By-law No. 10482**

Following the Public Hearing on March 12, 2024, Council resolved to amend CD-1 (531) for 105-167 West 2nd Avenue to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO.

A By-law to amend CD-1 (531) By-law No. 10482

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

1. This by-law amends the indicated provisions of By-law No. 10482.

2. Council strikes out section 3 and substitutes the following:

“3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (531).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (531) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Mixed-Use Residential Building and Seniors Supportive or Assisted Housing;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Live-Work Use;
- (e) Manufacturing Uses;
- (f) Office Uses;
- (g) Parking Uses;
- (h) Retail Uses;
- (i) Service Uses; and
- (j) Accessory Uses customarily ancillary to the uses listed in this section 3.2.”

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (522) By-law No. 10425**

Following the Public Hearing on March 12, 2024, Council resolved to amend CD-1 (522) for 104-150 East 1st Avenue to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
April 9, 2024

104-150 East 1st Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (522) By-law No. 10425**

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

1. This by-law amends the indicated provisions of By-law No. 10425.
2. Council strikes out section 3 and substitutes the following:

“3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (522).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (522) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Mixed-Use Residential Building and Seniors Supportive or Assisted Housing;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Live-Work Use;
- (e) Manufacturing Uses;
- (f) Office Uses;
- (g) Parking Uses;
- (h) Retail Uses;
- (i) Service Uses;
- (j) Accessory Uses customarily ancillary to the uses listed in this section 3.2; and
- (k) Interim Uses not listed in this section 3.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board, considers that the interim use will be compatible with and not adversely affect adjacent development, that either exists or that this By-law allows,

- (ii) the Director of Planning or Development Permit Board, is satisfied that the interim use is easily removable, and is of low intensity or low in capital investment,
- (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (522), and
- (iv) any development permit for an interim use has a time limit of three years.”

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

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

Following the Public Hearing on April 25, 2023, Council gave conditional approval to the rezoning of the site at 3205 Arbutus Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
April 9, 2024

3205 Arbutus Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (865).

Uses

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within this CD-1 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Mixed-Use Residential Building;
- (c) Institutional Uses;
- (d) Live-Work Use;
- (e) Office Uses;
- (f) Retail Uses;
- (g) Service Uses; and
- (h) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

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

- (a) be suitable for family housing; and

- (b) have 2 or more bedrooms.

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

4.3 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, other than the following:

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

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,558.5 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The maximum floor space ratio for all uses combined is 2.56, except that the floor space ratio for non-dwelling uses must be at least 0.35.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
 - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;

- (c) floors or portions thereof that are used for:
 - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage, and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) all storage area below base surface for non-dwelling uses.

5.5 The Director of Planning or Development Permit Board may exclude common amenity areas from the computation of floor area, to a maximum of 10% of the total permitted floor area, if the Director of Planning or Development Permit Board considers the intent of this by-law and all applicable Council policies and guidelines.

Building Height

6.1 Building height must not exceed 19.2 m.

6.2 Despite section 6.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space, mechanical appurtenances or rooftop access structures must not exceed 22.4 m.

Horizontal Angle of Daylight

7.1 Each habitable room must have at least 1 window on an exterior wall of a building.

7.2 For the purposes of section 7.1 above, habitable room means any room except a bathroom or a kitchen.

7.3 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or 2 angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

7.4 The plane or planes referred to in section 7.3 above must be measured horizontally from the centre of the bottom of each window.

7.5 An obstruction referred to in section 7.3 above means:

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

7.6 The Director of Planning or Development Permit Board may vary the horizontal angle of daylight requirement if:

- (a) the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines; and
- (b) the minimum distance of unobstructed view is at least 3.7 m.

Severability

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

Force and Effect

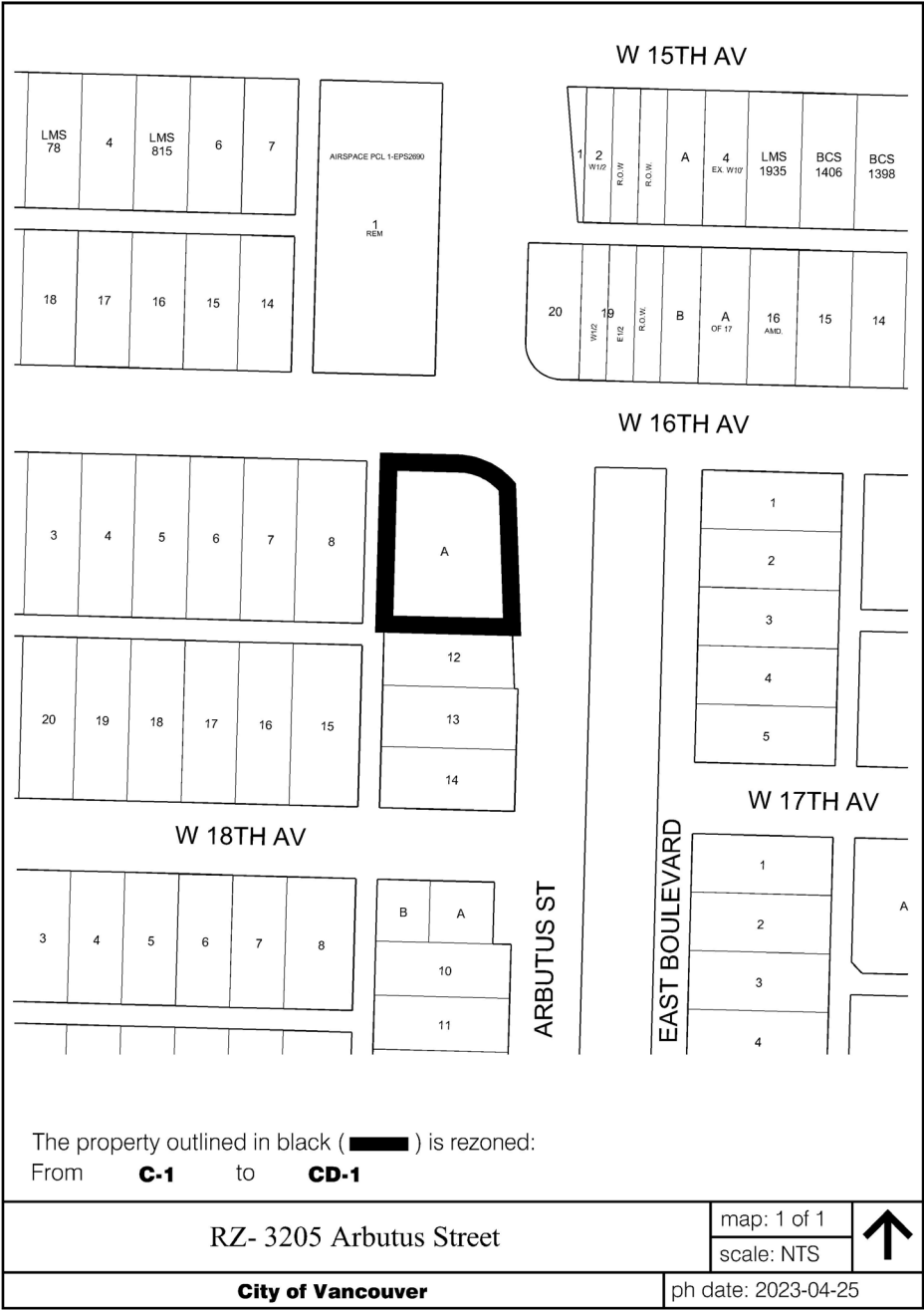
9. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
regarding shared electric kick scooter and CD-1 by-law amendment**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Zoning and Development By-law to enable the implementation of a shared E-scooter system. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding shared electric kick scooter and CD-1 by-law amendment**

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

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

2. Council inserts the definition “Shared E-Scooter Station” in correct alphabetical order in section 2, as follows:

“

Shared E-Scooter Station	An electric kick scooter sharing facility where electric kick scooters are stored and from which the general public may rent and return electric kick scooters and other objects or equipment as part of a Shared E-Scooter System.
--------------------------	---

”.

3. Council inserts the definition “Shared E-Scooter System” in correct alphabetical order in section 2, as follows:

“

Shared E-Scooter System	A use of premises that provides the general public with an opportunity to rent electric kick scooters through an automated system, on a short-term basis for use within the City as part of a network comprised of no fewer than 50 public Shared E-Scooter Stations located on separate sites on streets, and public and private real property.
-------------------------	--

”.

4. Council strikes the definition “Public Bike Share” from section 2, and replaces it with:

“

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

”.

5. Council strikes the definition “Public Bike Share Station” from section 2, and replaces it with:

“

Public Bike Share Station	A bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment as part of a Public Bike Share.
---------------------------	--

”

6. Council inserts “Shared E-Scooter System” in correct alphabetical order in section 2 as part of the definition of “Retail Uses”.

7. Council inserts the following after subsection 4.8.1(s) and renumbers the following subsections (t), (u), (v) and (w) respectively:

- “(t) the installation and maintenance of a shared e-scooter station as part of a shared e-scooter system, provided that the shared e-scooter station:
- (i) does not include any enclosed structures,
 - (ii) is automated,
 - (iii) does not interfere with any public works, facilities or amenities, and
 - (iv) is part of a network comprised of no fewer than 50 shared e-scooter stations;”.

8. Council strikes section 11.8.4 and replaces it with:

“11.8.4 Public Bike Share

11.8.4.1 The Director of Planning may approve public bike share or a public bike share station, if the Director of Planning considers:

- (a) all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant,

but no development permit approving the use will be required if the use complies with section 4.8.1(s) of this by-law.

11.8.4.2 Floor area necessary for public bike share or a public bike share station must be excluded from the calculation of floor space ratio on any site.”.

9. Council deletes “Map 1: Area Where Public Bike Share is Permitted” in section 11.

10. Council inserts the following after section 11.8.11:

“11.8.12 Shared E-Scooter System

11.8.12.1 The Director of Planning may approve a shared e-scooter system or a shared e-scooter station, if the Director of Planning considers:

- (a) all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant,

but no development permit approving the use will be required if the use complies with section 4.8.1(t) of this by-law.

11.8.12.2 Floor area necessary for shared e-scooter system or a shared e-scooter station must be excluded from the calculation of floor space ratio on any site.”.

11. Council inserts “Public Bike Share” as a “Conditional” approval use in correct alphabetical order under the “Use” heading “Retail Uses” in section 2.1 of the following District Schedules:

- (a) RT-11 and RT-11N, and
- (b) RM-7, 7N, and 7AN.

12. Council inserts a new “Use” heading “Retail Uses” immediately above “uncategorized” uses and include “Public Bike Share” as a “Conditional” approval use under the new “Use” heading “Retail Uses” in section 2.1 of the following District Schedules:

- (a) RR-1,
- (b) RR-2A, RR-2B and RR-2C, and
- (c) RR-3A and RR-3B.

13. Council inserts “Shared E-Scooter System” as a “Conditional” approval use in correct alphabetical order under the “Use” heading “Retail Uses” in section 2.1 of the following District Schedules, subject to the same “Use-Specific Regulations” as Public Bike Share, if Public Bike Share is subject to any “Use-Specific Regulations”.

- (a) RA-1,
- (b) R1-1,
- (c) RR-1,
- (d) RR-2A, RR-2B and RR-2C,
- (e) RR-3A and RR-3B,
- (f) RT-1,
- (g) RT-2,
- (h) RT-3,
- (i) RT-4, RT-4A, RT-4N and RT-4AN,
- (j) RT-5 and RT-5N,
- (k) RT-6,
- (l) RT-7,
- (m) RT-8,
- (n) RT-9,
- (o) RT-10 and RT-10N,
- (p) RT-11 and RT-11N,
- (q) RM-1 and RM-1N,
- (r) RM-2,
- (s) RM-3,
- (t) RM-3A,
- (u) RM-4 and RM-4N,

- (v) RM-5, RM-5A, RM-5B, RM-5C and RM-5D,
- (w) RM-6,
- (x) RM-7, RM-7N, and RM-7AN,
- (y) RM-8, RM-8N, RM-8A and RM-8AN,
- (z) RM-9A and RM-9AN,
- (aa) RM-9, RM-9N and RM-9BN,
- (bb) RM-10 and RM-10N,
- (cc) RM-11 and RM-11N,
- (dd) RM-12N,
- (ee) FM-1,
- (ff) C-1,
- (gg) C-2,
- (hh) C-2B,
- (ii) C-2C,
- (jj) C-2C1,
- (kk) C-3A,
- (ll) C-5, C-5A and C-6,
- (mm) C-7 and C-8,
- (nn) FC-1,
- (oo) FC-2,
- (pp) I-1,
- (qq) I-1A,
- (rr) I-1B,
- (ss) I-1C,
- (tt) I-2,
- (uu) I-3,
- (vv) I-4,
- (ww) IC-1,
- (xx) IC-2,
- (yy) IC-3,
- (zz) M-1,
- (aaa) M-1A,
- (bbb) M-1B,
- (ccc) M-2,
- (ddd) MC-1 and MC-2,
- (eee) HA-1, and HA-1A,
- (fff) HA-2, and
- (ggg) HA-3.

14. Council strikes section 2.2.1 in the RM-5, RM-5A, RM-5B, RM-5C and RM-5D District Schedule and replaces it with the following:

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

- (a) child day care facility;
- (b) display of flowers, plants, fruit and vegetables;
- (c) farmers' market;

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

15. Council strikes section 2.2.1 in the RM-6 District Schedule, and replaces it with the following:

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

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

16. Council strikes section 2.2.1 in the C-1 District Schedule, and replaces it with the following:

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

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

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having regard to the types of merchandise, the area and location of the display or eating area with respect to adjoining sites, the hours of operation and the intent of this schedule.”.

17. Council inserts “(n) shared e-scooter system;” after “(m) restaurant – drive-in;” in section 2.2.1 of the C-2 District Schedule and rennumbers the following subsections (n), (o) and (p) as (o), (p) and (q) respectively.

18. Council inserts “(k) shared e-scooter system;” after “(j) restaurant – class 1;” in section 2.2.1 of the C-2B District Schedule and rennumbers the following subsections (k) and (l) as (l) and (m) respectively.

19. Council strikes section 2.2.1 in the C-2C District Schedule, and replaces it with the following:

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

- (a) arts and culture event;
- (b) display of flowers, plants, fruits and vegetables;

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

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

20. Council strikes section 2.2.1 in the C-2C1 District Schedule, and replaces it with the following:

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

- (a) arts and culture event;
- (b) display of flowers, plants, fruits and vegetables;
- (c) drive-through service;
- (d) farmers' market;
- (e) gasoline station - full serve;
- (f) gasoline station - split island;
- (g) neighbourhood public house;

- (h) outdoor eating area in combination with a club, grocery or drug store, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (i) parking and loading facilities;
- (j) public bike share;
- (k) restaurant - class 1;
- (l) restaurant – drive-in;
- (m) shared e-scooter system; and
- (n) urban farm - class B,

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

21. Council inserts “(n) shared e-scooter system;” after “(m) restaurant – drive-in;” in section 2.2.1 of the C-3A District Schedule and rennumbers the following subsections (n), (o), and (p) as (o), (p) and (q) respectively.

22. Council inserts “(n) shared e-scooter system;” after “(m) restaurant – drive-in;” in section 2.2.1 of the FC-1 District Schedule and rennumbers the following subsections (n) and (o) as (o) and (p) respectively.

23. Council strikes section 2.2.1 in the C-5, C-5A, and C-6 District Schedules, and replaces it with the following:

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

- (a) arts and culture event;
- (b) child day care facility;
- (c) display of flowers, plants, fruits and vegetables;
- (d) farmers’ market;
- (e) gasoline station - full serve;
- (f) gasoline station - split island;
- (g) neighbourhood public house;

- (h) outdoor eating area in combination with a cabaret, club, grocery or drug store or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (i) parking and loading facilities;
- (j) public bike share;
- (k) restaurant;
- (l) shared e-scooter system; and
- (m) urban farm - class B.”.

24. Council inserts “(l) shared e-scooter system;” after “(k) restaurant;” in section 2.2.1 of the C-7 and C-8 District Schedule and rennumbers the following subsections (l), (m) and (n) as (m), (n) and (o) respectively.

25. Council inserts “(xii) shared e-scooter system,” after “(xi) retail store,” in section 2.2.1(a) of the FC-2 District Schedule and rennumbers the following subsections (xii) and (xiii) as (xiii) and (xiv) respectively.

26. Council inserts “(x) shared e-scooter system,” after “(ix) public bike share,” in section 2.2.1(c) of the MC-1 and MC-2 District Schedule and rennumbers the following subsections (x), (xi) and (xii) as (xi), (xii) and (xiii) respectively.

27. Council strikes “and” following “public bike share;” and the comma “,” following “refreshment facilities” in section 2.2.1 of the HA-1 and HA-1A District Schedule, and inserts “; and” following “refreshment facilities” and “(k) shared e-scooter system,” in correct alphabetical order.

28. Council strikes “and” following “public bike share;” and the comma “,” following “restaurant” in section 2.2.1 of the HA-2 District Schedule, and inserts “; and” following “restaurant” and “(h) shared e-scooter system,” in correct alphabetical order.

29. Council strikes section 2.2.1 in the HA-3 District Schedule, and replaces it with the following:

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

- (a) arts and culture event;
- (b) grocery store or drug store;
- (c) farmers’ market;
- (d) neighbourhood public house;

30. Council strikes subsection 2.2.1(a) in the I-1C District Schedule and replaces it with the following:

31. Council inserts “, Shared E-Scooter System” following “Public Bike Share” in section 2 of CD-1 (46) or By-law No. 4356.

ENACTED by Council this day of , 2024

City Clerk

EXPLANATION**A By-law to amend the Street and Traffic By-law No. 2849
regarding electric kick scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Street and Traffic By-law to enable the implementation of a Shared E-Scooter System. Enactment of this by-law is in accordance with that resolution, but includes minor revisions to address related issues.

Director of Legal Services
April 9, 2024

BY-LAW NO. _____

**A By-law to amend the Street and Traffic By-law No. 2849
regarding electric kick scooters**

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. Council strikes the definition of “Electric Kick Scooter” in section 3, and inserts a new definition as follows:

“**Electric Kick Scooter**” has the meaning set out in the “Electric Kick Scooter Pilot Project Regulation” effective April 5, 2024.”.

3. Council adds a new definition of “Seawall” to section 3 in correct alphabetical order as follows:

“**Seawall**” means a way normally open to the use of the public that is adjacent or close to a body of water.”.

4. Council adds a new definition of “Motor Assisted Cycle” in correct alphabetical order as follows:

“**Motor Assisted Cycle**” means a motor assisted cycle as defined in the Motor Vehicle Act.”.

5. Council strikes subsection 77A. (1) and replaces it as follows:

“(1) Despite section 77, but subject to the requirements of this section, a person may ride or coast on non-motorized skates, a skateboard or a push scooter on any minor street or protected bicycle lane.”.

6. Council strikes section 77B, and replaces it as follows:

“77B. A person may ride an electric kick scooter on any protected bicycle lane or any street that is subject to a speed limit of 50 kilometers per hour or less.”.

7. Council strikes subsection 89A. (1)(b) and replaces it as follows:

“(b) despite section 63A.(1), any motor vehicle on any path adjacent to a seawall or on any seawall, except for a motorized wheelchair, a motor assisted cycle or an electric kick scooter.”.

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

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

ENACTED by Council this day of ,
2024

Mayor

City Clerk

**A By-law to amend the Sign By-law No. 11879
regarding E-Scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Sign By-law to enable the implementation of a shared E-scooter system. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. ____

**A By-law to amend the Sign By-law No. 11879
regarding E-Scooters**

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

1. This by-law amends the indicated provisions of the Sign By-law No. 11879.
2. Council adds the following definitions to section 1.3 of the By-law, in correct alphabetical order:

“Shared E-Scooter Station means an electric kick scooter sharing facility where electric kick scooters are stored and from which the general public may rent and return electric kick scooters and other objects or equipment as part of the operation of a Shared E-Scooter System.”,

and

“Shared E-Scooter System means a use of premises that provides the general public with an opportunity to rent electric kick scooters through an automated system, on a short-term basis for use within the City as part of a network comprised of no fewer than 50 Shared E-Scooter Stations located on separate sites on public and private property.”.

3. Council strikes the definitions of Public Bike Share Program and Public Bike Share Station from section 1.3 and replaces them with the following:

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

and;

“Public Bike Share Station means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment as part of Public Bike Share.”.

4. Council strikes section 6.15 and replaces it with:

“6.15 Public Bike Share Signs:

A sign permit is not required for a sign related to the operation of a public bike share station that:

- (a) has a sign area no greater than 3.0 m²;
- (b) is no more than 3.0 m in height, excluding any associated solar panel and related components; and
- (c) may include sponsorship acknowledgement.

6.15A Shared E-Scooter Signs

A sign permit is not required for a sign related to the operation of a shared e-scooter station, that:

- (a) has a sign area no greater than 3.0 m²;
- (b) is no more than 3.0 m in height, excluding any associated solar panel and related components; and
- (c) may include sponsorship acknowledgement.”.

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 comes into force and takes effect upon enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the
City Land Regulation By-law No. 8735 regarding E-scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the City Land Regulation By-law to enable the implementation of a shared E-scooter system. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. ____

**A By-law to amend the
City Land Regulation By-law No. 8735 regarding E-scooters**

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

1. This by-law amends the indicated provisions of the City Land Regulation By-law No. 8735.
2. Council adds a new section 4AA as follows:

“4AA. Despite anything to the contrary in this By-law, a person operating a shared e-scooter station on City Land does not require a permit under this By-law, provided the shared e-scooter station:

 - (a) does not include any enclosed structures;
 - (b) is automated;
 - (c) does not interfere with any public works, facilities or amenities; and
 - (d) is part of a network comprised of no fewer than 50 shared e-scooter stations”.
3. This By-law comes into force and takes effect upon enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Building By-law No. 12511 regarding E-scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Building By-law to enable the implementation of a shared E-scooter system. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. _____

**A By-law to amend the
Building By-law No. 12511 regarding E-scooters**

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

1. This By-law amends the indicated provisions of the Building By-law No. 12511.
2. In section 1.1.1.1.2) of Part 1 of Division A of Book 1, Council:
 - (a) strikes the “and” at the end of section 1.1.1.1.2) j);
 - (b) strikes 1.1.1.1.2) k) iii) and renumbers 1.1.1.1.2) k) iv) as iii);
 - (c) replaces the “.” at the end of section 1.1.1.1.2) k) with “, and”; and
 - (d) inserts a new section 1.1.1.1.2) l) as follows:

“l) structures necessary for the operation of an e-scooter station if the e-scooter station

 - i) does not interfere with any public works, public facilities or public amenities,
 - ii) does not include any enclosed structures,
 - iii) does not obstruct the exit path of an existing building and the firefighter’s access path to an existing building.”.
3. In section 1.4.1.2.1) of Part 1 of Division A of Book I, Council strikes the definition of “Public Bike Share” and replaces it with:

“**Public Bike Share** means a service that provides the general public with an opportunity to rent bicycles through an automated system, on a short-term basis for use within the city as part of a network comprised of no fewer than 50 Public Bike Share Stations located on separate sites on streets, and public and private real property.”.
4. In section 1.4.1.2.1) of Part 1 of Division A of Book 1, Council adds the following definitions in correct alphabetical order:

“**E-scooter system** means a service that provides the general public with an opportunity to rent e-scooters through an automated system, on a short-term basis for use within the city as part of a network comprised of no fewer than 50 *e-scooter stations* located on separate sites on streets, and public and private real property.”; and

“**E-scooter station** means an e-scooter sharing facility where e-scooters are stored and from which the general public may rent and return e-scooters and other objects or equipment necessary for the operation of an e-scooter system.”.

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

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

Following the Public Hearing on March 12, 2024, Council resolved to amend the License By-law to enable the implementation of a shared E-scooter system. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. ____

**A By-law to amend the
License By-law No. 4450 regarding E-scooters**

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. Council strikes the definitions of Public Bike Share and Public Bike Share Station from section 2 of the By-law and replaces them with the following:

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

““Public Bike Share Station” means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment as part of Public Bike Share.”.

3. Council adds the following definitions to section 2 of the By-law, in correct alphabetical order:

““Shared E-Scooter System” means a use of premises that provides the general public with an opportunity to rent electric kick scooters through an automated system, on a short-term basis for use within the City as part of a network comprised of no fewer than 50 public Shared E-Scooter Stations located on separate sites on streets, and public and private real property.”; and

““Shared E-Scooter Station” means an electric kick scooter sharing facility where electric kick scooters are stored and from which the general public may rent and return electric kick scooters and other objects or equipment as part of a Shared E-Scooter System.”.

4. Council adds a new subsection 3(8) as follows:

“(8) Notwithstanding any other provision of this by-law, a shared e-scooter system shall only require one license under this by-law to operate any number of shared e-scooter stations.”.

5. Council amends Schedule A by inserting in correct alphabetical order:

“

Shared E-Scooter System	\$2,868
-------------------------	---------

”.

6. Council strikes the definitions of Public Bike Share and Public Bike Share Station from section 2 of the By-law and replaces them with the following:

““Public Bike Share” means a service that provides the general public with an opportunity to rent bicycles through an automated system, on a short-term basis for use within the city

as part of a network comprised of no fewer than 50 Public Bike Share Stations located on separate sites on streets, and public and private real property.”; and;

““Public Bike Share Station” means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment as part of Public Bike Share.”

7. Council adds the following definitions to section 2 of the By-law, in correct alphabetical order:

““Shared E-Scooter System” means a use of premises that provides the general public with an opportunity to rent electric kick scooters through an automated system, on a short term basis for use within the City as part of a network comprised of no fewer than 50 public Shared E-Scooter Stations located on separate sites on streets, and public and private real property.”; and

““Shared E-Scooter Station” means an electric kick scooter sharing facility where electric kick scooters are stored and from which the general public may rent and return electric kick scooters and other objects or equipment as part of a Shared E-Scooter System.” .

8. Council adds a new subsection 3(18) as follows:

“(18) Notwithstanding any other provision of this by-law, a shared e-scooter system shall only require one licence under this by-law to operate any number of shared e-scooter stations.”.

9. Council amends Schedule A by inserting in correct alphabetical order:

“

Shared E-Scooter System	\$2,868
-------------------------	---------

”.

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

11. This By-law comes into force and takes effect upon enactment, except that sections 6, 7, 8 and 9 come into force and take effect on May 6, 2024 after By-law No. 13702 comes into effect.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Street Vending By-law No. 10868 regarding E-Scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Zoning and Development By-law to regulate the operation of shared E-scooters. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. ____

**A By-law to amend the
Street Vending By-law No. 10868 regarding E-Scooters**

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

1. This by-law amends the indicated provisions of the Street Vending By-law No. 10868.
2. Council adds a new section 2.2.A, as follows:

“Shared E-Scooter station

2.2.A Despite anything to the contrary in this By-law, a person operating a shared e-scooter station on city streets does not require a permit or written permission under this By-law, if the shared e-scooter station:

- (a) does not include any enclosed structures;
 - (b) provides short term rentals of electric kick scooters and related equipment through an automated system intended to be accessible 24 hours a day;
 - (c) is part of a network comprised of no fewer than 50 public shared e-scooter stations located on separate sites in the city; and
 - (d) does not interfere with any public works, facilities or amenities.” .
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 comes into force and takes effect upon enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Vehicles for Hire By-law No. 6066 regarding E-scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Vehicles for Hire By-law to regulate the operation of shared e-scooters. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. ____

**A By-law to amend the
Vehicles for Hire By-law No. 6066 regarding E-scooters**

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

1. This by-law amends the indicated provisions of the Vehicles for Hire By-law No. 6066.
2. Council strikes the definitions of Public Bike Share and Public Bike Share Station from section 2 of the By-law and replaces them with the following:

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

““Public Bike Share Station” means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment as part of Public Bike Share.”.

3. Council adds the following definitions to section 2 of the By-law, in correct alphabetical order:

““Shared E-Scooter System” means a use of premises that provides the general public with an opportunity to rent electric kick scooters through an automated system, on a short-term basis for use within the City as part of a network comprised of no fewer than 50 public Shared E-Scooter Stations located on separate sites on streets, and public and private real property.”; and

““Shared E-Scooter Station” means an electric kick scooter sharing facility where electric kick scooters are stored and from which the general public may rent and return electric kick scooters and other objects or equipment as part of a Shared E-Scooter System.” .

4. Council amends section 4 of the By-law by:
 - (i) striking “and” from the end of subsection (d),
 - (ii) striking the period “.” at the end of subsection (e) and replacing it with “; and”, and
 - (iii) adding as a new subsection (f), as follows:

“(f) the operation of any electric kick scooter that is part of a shared e-scooter system.”.

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 comes into force and takes effect upon enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Granville Mall By-law No. 9978 regarding E-scooters**

Following the Public Hearing on March 12, 2024, Council resolved to amend the Granville Mall By-law to regulate the operation shared E-scooters. Enactment of this by-law is in accordance with that resolution.

Director of Legal Services
April 9, 2024

BY-LAW NO. ____

**A By-law to amend the
Granville Mall By-law No. 9978 regarding E-scooters**

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 No. 9978.
2. Council strikes section 16 and replaces it as follows:

“Prohibition on vehicles

16. A person must not drive any vehicle on the transitway except for:
 - (a) a vehicle displaying a valid permit issued under this By-law,
 - (b) a bus,
 - (c) a taxi,
 - (d) an emergency vehicle,
 - (e) a bicycle, or
 - (f) an electric kick scooter.”.
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 comes into force and takes effect upon enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Single Room Accommodation By-law No. 8733
regarding 1218 East Georgia Street**

Enactment of the attached by-law will accomplish Council's resolution adopted on October 17, 2023 to remove from the Single Room Accommodation By-law the designation of one room at 1218 East Georgia Street.

Director of Legal Services
April 9, 2024

BY-LAW NO.

**A By-law to amend the Single Room Accommodation By-law No. 8733
regarding 1218 East Georgia Street**

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

1. This By-law amends the Single Room Accommodation By-law No. 8733.
2. Council strikes from Column 1 and 2 of Row 50 of Schedule A, the following:

“

1218 E GEORGIA ST.	PARCEL IDENTIFIER: 014-596- 601 THE EAST 1/2 OF LOT 2, EXCEPT THE SOUTH 10 FEET NOW LANE, OF LOT 19 BLOCK A DISTRICT LOT 182 PLAN 176
--------------------	---

”

3. Council inserts “DELETED” in Column 1 of Row 50 of Schedule A.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the License By-law No. 4450
regarding foam containers, plastic straws, single-use utensils,
and plastic shopping bags**

The attached by-law will implement Council's resolution of February 28, 2024 to amend the License By-law to rescind the City of Vancouver's by-law requirements concerning certain single-use items. It has been altered to account for other amendments and is to come into force and take effect on April 9, 2024 and not March 12, 2024.

Director of Legal Services
April 9, 2024

**A By-law to amend the License By-law No. 4450
regarding foam containers, plastic straws, single-use utensils,
and plastic shopping bags**

1. This By-law amends the indicated provisions of the License By-law No. 4450.
2. In section 2, Council strikes out the definitions of “Accessible Straw,” “Food Service Ware,” “Food Vendor,” “Polystyrene Foam,” “Bubble Tea Drink,” “Single-Use Plastic Beverage Straw,” “Self-Serve Station,” “Single-Use Utensil”, and “Plastic Shopping Bag” in their entirety.
3. Council strikes out sections 15.5, 15.6, 15.7, and 15.9(1).
4. Council renumbers sections 15.9(2) through 15.9(10) as sections 15.9(1) through 15.9(9), respectively.
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 April 9, 2024.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Licence By-law No. 4450
regarding paper shopping bags and reusable shopping bags**

The attached by-law will implement Council's resolution of February 28, 2024 to amend the Licence By-law to rescind the City of Vancouver's by-law requirements concerning certain single-use items. It has been altered to account for other amendments and is to come into force and take effect on July 15, 2024.

Director of Legal Services
April 9, 2024

**A By-law to amend the Licence By-law No. 4450
regarding paper shopping bags and reusable shopping bags**

1. This By-law amends the indicated provisions of the Licence By-law No. 4450.
2. In section 2, Council strikes the definitions of **Charitable Food Services, Shopping Bag, Paper Shopping Bag, Reusable Shopping Bag**, and **Small Paper Bag** in their entirety.
3. Council strikes out section 28.1.
4. Council renumbers sections 28.2 through 28.8 as sections 28.1 through 28.7, respectively.
5. In section 39(5), Council strikes out “sections 28.2 or 28.6” and substitutes “sections 28.1 or 28.5”.
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 July 15, 2024.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Ticket Offences By-law No. 9360
regarding polystyrene foam, plastic straws, single-use utensils,
and plastic shopping bags**

The attached by-law will implement Council's resolution of February 28, 2024 to amend the Ticket Offences By-law to rescind the City of Vancouver's by-law requirements concerning certain single-use items. This by-law is taking effect on April 9, rather than March 12, and has been altered to account for other amendments.

Director of Legal Services
April 9, 2024

**A By-law to amend the Ticket Offences By-law No. 9360
regarding polystyrene foam, plastic straws, single-use utensils,
and plastic shopping bags**

1. This By-law amends the indicated provisions and schedules of the Ticket Offences By-law No. 9360.

3. Council strikes the corresponding “Section 15.5(1)”, “Section 15.6(1)”, “Section 15.6(2)”, “Section 15.7(1)”, and “Section 15.9(1)”, from Column 3 of Table 3.

5. Council strikes out “Section 15.9(2)”, “Section 15.9(4)”, and “Section 15.9(5)” from Column 3 of Table 3 and substitutes “Section 15.9(1)”, “Section 15.9(3)”, and “Section 15.9(4)”, respectively.

ENACTED by Council this day of , 2024

City Clerk

EXPLANATION**A By-law to amend the Ticket Offences By-law No. 9360
regarding paper shopping bags and reusable shopping bags**

The attached by-law will implement Council's resolution of February 28, 2024 to amend the Ticket Offences By-law to rescind the City of Vancouver's by-law requirements concerning certain single-use items. It has been altered to account for other amendments and is to come into force and take effect on July 15, 2024.

Director of Legal Services
April 9, 2024

BY-LAW NO. _____

**A By-law to amend the Ticket Offences By-law No. 9360
regarding paper shopping bags and reusable shopping bags**

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

1. This By-law amends the indicated provisions and schedules of the Ticket Offences By-law No. 9360.
2. Council strikes “Chief Licence Inspector or City Engineer” from Column 1 of Table 3.
3. Council strikes “Failure to distribute shopping bags correctly”, “Failure to list bag fees on receipts”, and “Failure to report bag amounts” from Column 2 of Table 3.
4. Council strikes the corresponding “Section 28.1(1)”, “Section 28.1(3)” and “Section 28.1(4)” from Column 3 of Table 3.
5. Council strikes the three corresponding “\$500.00” amounts from Column 4 of Table 3.
6. This by-law is to come into force and take effect on July 15, 2024.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6151-6261 Granville Street and 1511 West 47th Avenue**

Enactment of the attached By-law will delete 6151-6261 Granville Street and 1511 West 47th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on February 14, 2023, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-3 in the original draft of this by-law have been updated to R1-1.

Director of Legal Services
April 9, 2024

6151-6261 Granville Street and 1511 West 47th 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) Lot 9 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 011-085-941.
 - (b) Lot 10 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 005-610-362;
 - (c) Lot 11 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 011-085-983;
 - (d) Lot 12 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 011-086-017;
 - (e) Lot 13 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 011-086-033;
 - (f) Lot 14 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 011-086-050;
 - (g) Lot 15 Block 5 of Block 3 District Lot 526 Plan 5701; PID: 011-086-076; and
2. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

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

6151-6261 Granville Street & 1511 West 47th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-03-22

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 427-449 West 39th Avenue**

Enactment of the attached By-law will delete 427-449 West 39th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution on June 15, 2023, dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-1 in the original draft of this by-law have been updated to R1-1.

Director of Legal Services
April 9, 2024

427-449 West 39th 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: 010-681-841; Lot 8 Block 854 District Lot 526 Plan 7240;
(b) PID: 010-681-876; Lot 9 Block 854 District Lot 526 Plan 7240; and
(c) PID: 010-681-884; Lot 10 Block 854 District Lot 526 Plan 7240.

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

ENACTED by Council this day of , 2024

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

427-449 West 39th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-03-22

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 708 E 38th Avenue**

On June 23, 2023, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
April 9, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 708 E 38th Avenue**

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

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

032-157-789

LOT 1 BLOCK 6 DISTRICT LOT 667 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP132463

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 , 2024

Mayor

City Clerk



1. Application

**Thomas J. Beechinor
Beechinor Baker Hall
300 - 1681 Chestnut Street
Vancouver BC V6J 4M6
(604) 714-5150**

File No: 24322
Re: Housing Agreement and Building Use Covenant
DP2023-00174 re 708 E 38th Avenue, Vancouver, BC (formerly 5454 Fraser St.)

2. Description of Land

PID/Plan Number	Legal Description
032-157-789	LOT 1 BLOCK 6 DISTRICT LOT 667 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP132463

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Agreement.

4. Terms

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

5. Transferor(s)

5454 FRASER HOMES NOMINEE LTD. , NO.BC1422109

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)


CATHERINE C. TILDESLEY
Barrister & Solicitor
Suite 300 -1681 Chestnut Street
Vancouver, B.C. V6J 4M6
Direct Line: (604) 714-5162

YYYY-MM-DD

2024-02-20

5454 FRASER HOMES NOMINEE LTD.
By their Authorized Signatory


Name: Ward McAllister

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
RENTAL HOUSING
708 E 38th Avenue

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 5454 Fraser Homes Nominee Ltd., is called the “Owner”, as more particularly defined in Section 1.1(r); 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 has the direction and authorization of the beneficial owner of the Lands, being 5454 Fraser Homes Ltd., to enter into this Agreement;
- D. The Owner made an application to develop the Lands pursuant to Development Application DP-2023-00174 (the “**Development Application**”) to permit the development of a six-storey mixed-use residential building, with one level of retail and five levels of residential containing a total of 67 rental tenure dwelling units, all over two levels of underground parking providing 50 parking spaces having vehicular access from the lane (the “**Development**”), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will:

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 securing 67 residential units, as secured market rental housing, excluding Seniors Supportive or Assisted Housing, for a term equal to the longer of 60 years or the life of the building, subject to the following additional conditions:

a) A no separate-sales covenant;

b) A no stratification covenant;

c) That none of such units will be rented for less than one month at a time; and

d) 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.

Note to Applicant: This condition will be secure by a Housing Agreement to be entered into by the City By-law enacted pursuant to section 565.2 of the Vancouver Charter.

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** has the meaning ascribed to it in Recital C;
- (g) **“Development Application”** has the meaning ascribed to it in Recital C;
- (h) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (i) **“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;
- (j) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (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/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 Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, 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 Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (q) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely **5454 Fraser Homes Nominee Ltd.**, and its successors and permitted assigns;
- (s) **“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 paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **“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;

- (u) **“Rental Housing Units”** means at least 67 new residential 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 terms in this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (v) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;
- (w) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) **“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;
- (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, 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 by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 **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 67 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all 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 67 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 by-laws 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 7.7;
- (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; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively and upon such subdivision, the City will, on application by the Owner, release this Agreement from title to any portion of the Lands or New Building not containing a Rental Housing Unit;
- (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;
- (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 Vancouver by reasonable and prudent owners of similar buildings and lands.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the 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:

- (A) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect.
- (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 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 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.** Subject to Section 5.2, the Owner hereby:

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - (C) withholding any permit pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that arise out of, or would not have been incurred but for this Agreement, whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; 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 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 under any Section 219 covenant or other right granted to the City pursuant to this Agreement; 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.

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 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(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 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) 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

6.1 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, 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, addressed to:

5454 Fraser Homes Nominee Ltd.
3rd Floor - 1285 West Pender Street
Vancouver, BC
V6E 4B1

Attention: Ward McAllister

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

7.2 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 Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest 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. Upon confirmation of receipt by the City of a fully executed assumption agreement in form and substance satisfactory to the Director of Legal Services, the liability of the original Owner will terminate and all liability will be assumed by the purchaser/transferee (the new Owner). The provisions in this Section 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

7.8 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.

7.9 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, 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.

7.10 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 Forms C or D which are a part hereof.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 377 Penticton Street**

On April 5, 2023, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner 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
April 9, 2024

A By-law to enact a Housing Agreement for 377 Penticton Street

City Clerk



1. Application

Norton Rose Fulbright Canada LLP
#1800-510 West Georgia Street
Vancouver BC V6B 0M3
16046876575

File No. 1000388670
Housing Agreement

2. Description of Land

PID/Plan Number Legal Description

028-899-768 LOT 1 OF LOT 53 TOWN OF HASTINGS SUBURBAN LANDS PLAN EPP20224

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

HASTINGS SUNRISE DEVELOPMENT LIMITED, NO.BC0701987

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

LIAM C. OSTER
BARRISTER & SOLICITOR
NORTON ROSE FULBRIGHT CANADA LLP
510 WEST GEORGIA STREET, SUITE 1800
VANCOUVER, BC V6B 0M3 CANADA
(604) 641-4932

Execution Date

YYY-MM-DD
2024-03-13

Transferor / Transferee / Party Signature(s)

**HASTINGS SUNRISE DEVELOPMENT
LIMITED**

By their Authorized Signatory

Name: Ray Bourbonnais

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (I) the Transferor, HASTINGS SUNRISE DEVELOPMENT LIMITED, as more particularly defined in Section 1.1 is called the "Owner"; and
 - (II) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application for a development permit pursuant to Development Permit Application No. DP-2022-00678 (the "Development Permit Application") to develop on the Lands one six-storey mixed-use building with commercial uses at grade and residential above (including 157 secured market rental dwelling units) and roof deck amenity, all over two levels of underground parking, having vehicular access from the rear (north) lane;
- D. The Development Permit Application was approved in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units (excluding Seniors Supportive or Assisted Housing) pursuant to Section 3.1A of the *Vancouver DCL By-law* for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the prior-to development permit issuance letter in connection with the Development Permit Application; and
- E. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(II);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Permit Application;
- (g) **"Development Permit Application"** has the meaning ascribed to such term in Recital C;
- (h) **"Director of Legal Services"** means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
- (i) **"Dwelling Unit"** has the meaning set out in the City's *Zoning and Development By-law* No. 3575, as amended or replaced from time to time;
- (j) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the *Vancouver DCL By-law* to be for-profit affordable rental housing, but does not include alterations of or extensions to those Dwelling Units; provided, however, that if the definition of For-Profit Affordable Rental Housing applicable at the time that a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided for in the *Vancouver DCL By-law*;
- (l) **"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;

- (m) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator, from time to time, of the City's Planning, Urban Design and Sustainability Department and his or her successors in function and their respective nominees;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (o) **"Lands"** means the parcel of land situate in 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;
- (p) **"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;
- (q) **"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;
- (r) **"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;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, HASTINGS SUNRISE DEVELOPMENT LIMITED, and its successors and permitted assigns;
- (t) **"Owner's Personnel"** means the Owner's officers, employees, agents, contractors, subcontractors, licencees, invitees, permittees and lessees;
- (u) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

- (v) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) "Rental Housing Units Air Space Parcel" has the meaning ascribed to such term in Section 3.1(a)(i);
- (x) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(n) and "Replacement For-Profit Affordable Rental Housing Units" means all of such units;
- (y) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (z) "Seniors Supportive or Assisted Housing" has the meaning set out in the City's *Zoning and Development By-law No. 3575*
- (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; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (bb) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (cc) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55; and
- (dd) "*Vancouver DCL By-law*" means the *Vancouver Development Cost Levy By-law No. 9755*.

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) *Grammatical Numbers and Gender.* Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

- (c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated recital, section, subsection or other subdivision is a reference to the designated recital, section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (d) not less than 35% of the For-Profit Affordable Rental Housing Units (or the Replacement For-Profit Affordable Rental Housing Units, as applicable) will have two or more bedrooms and will be designed to meet the City's *High Density Housing for Families with Children Guidelines*;
- (e) the average initial monthly starting rents at occupancy for each unit type of the For-Profit Affordable Rental Housing Units will be at or below the amounts determined in accordance with Section 3.1A(e) of the *Vancouver DCL By-law*;
- (f) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or the Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable;
- (h) 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;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(g), 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(h), 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;
- (j) 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;
- (k) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (l) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

- (m) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (n) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit, referred to as a **"Replacement For-Profit Affordable Rental Housing Unit"**), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 SUBDIVISION OF THE LANDS AND THE NEW BUILDING

3.1 Subdivision. Notwithstanding Section 2.1(h):

- (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 deposit of an air space subdivision plan to enable:
 - (i) all of the For-Profit Affordable Rental Housing Units to be contained within one air space parcel (the **"Rental Housing Units Air Space Parcel"**); and
 - (ii) other components of the New Building to be contained within one or more other air space parcel(s) or a remainder 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 For-Profit Affordable Rental Housing Units or 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 For-Profit Affordable Rental Housing Units are contained with the Rental Housing Units Air Space Parcel and other components of the New Building are contained within one or more other air space parcel(s) or the remainder or are subdivided by way of strata plan, the Owner will, as a condition of the subdivision of the Lands by way of air space plan (and prior to any subdivision of any other air space parcel(s) or the remainder 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 any other air space parcel(s) and the remainder of the Lands whereby, without limitation:

- (a) the owner of the Rental Housing Units Air Space Parcel will 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 any other air space parcel(s) and the remainder will be responsible for performing the covenants and obligations of the Owner as they pertain to any other air space parcel(s) and the remainder; 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 any other air space parcel(s) and the remainder 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 For-Profit Affordable Rental Housing Units under Section 2.1(n) will apply where the owner of the Rental Housing Units Air Space Parcel and the owner(s) of any other air space parcel(s) and the remainder have reached a decision to rebuild 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 BUILDING RESTRICTION ON THE LANDS

4.1 Building Restrictions. 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 in respect of, 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 occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement; and

- (ii) the City will be under no obligation to issue any Building 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 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 Occupancy Restrictions. The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect, in form and substance satisfactory to the City; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City

Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

ARTICLE 6 RECORD KEEPING

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

ARTICLE 7 ENFORCEMENT

- 7.1 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 8 RELEASE AND INDEMNITY

- 8.1 Release and Indemnity.** Subject to Section 8.3, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant, or the *Vancouver Charter* Section 562.2 housing agreement or any 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, but except to the extent 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:

- (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,

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, but except to the extent caused by the gross negligence or wrongful intentional acts of the City or City Personnel.

8.2 Nature of Indemnity. 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.

8.3 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 8.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.3(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 8.3(b); and

- (c) Regardless of whether the claim is being defended under Section 8.3(a) or Section 8.3(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.

- 8.4 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 Notices.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

- (a) in the case of the Owner, addressed to it at:

Hastings Sunrise Development Limited
300 - 1055 West Georgia Street
Vancouver, BC V6E 3R3
Attention:

(b) and in the case of the City, addressed to it at:

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

with concurrent copies to the General Manager of Planning, Urban Development and Sustainability and the Director of Legal Services

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 10.2 **Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.3 **Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 10.4 **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

- 10.5 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.6 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.7 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.8 Sale of Lands or New Building.**
- (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, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(g) and 2.1(h), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 10.8(a) 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).
 - (b) Subject to Section 10.8(a), neither the Owner nor any successor in title to the Lands will 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, will 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 occur 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.

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

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area from R1-1 to RR-2B**

Following the Public Hearing on April 27, 2023, Council gave conditional approval to the rezoning of the site at 2126 West 34th Avenue, 2109-2129 West 35th Avenue and 5025 Arbutus Street. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-5 in the original draft of this by-law have been updated to R1-1. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
April 9, 2024

2126 West 34th Avenue
5025 Arbutus Street and
2109-2129 West 35th Avenue

BY-LAW NO.

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area from R1-1 to RR-2B**

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

Zoning District Plan Amendment

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the R1-1 district to the RR-2B district.
4. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1780 Fir Street**

On October 3, 2023, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner 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
April 9, 2024

A By-law to enact a Housing Agreement for 1780 Fir Street

City Clerk



1. Application

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

File No. S79392-4/SV(5839)/J
MARQUEE RESIDENCE @ GRANVILLE ISLAND INC.
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
EPP136778	LOT A BLOCK 220 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP136778

3. Nature of Interest

Type	Number	Additional Information
COVENANT		s.219 Covenant, L.T.A.
PRIORITY AGREEMENT		Granting the above Covenant with a registration number one less than this interest priority over Mortgage CA9538753 and Assignment of Rents CA9538754

4. Terms

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

5. Transferor(s)

MARQUEE RESIDENCE @ GRANVILLE ISLAND INC., NO.C1454834
BANK OF MONTREAL, (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

SASHA VUKOVIC
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

Telephone (604) 687-4460

Execution Date

YYY-MM-DD

2024-03-27

Transferor / Transferee / Party Signature(s)

**MARQUEE RESIDENCE @ GRANVILLE
ISLAND INC.**

By their Authorized Signatory


EMTIAS ESMAIL

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

BANK OF MONTREAL

By their Authorized Signatory

(as to both signatures)

Print Name:

Print Name:

Officer Certification

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



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)

SASHA VUKOVIC
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

Telephone (604) 687-4460

YYYY-MM-DD

2024-03-27

**MARQUEE RESIDENCE @ GRANVILLE
ISLAND INC.**

By their Authorized Signatory

EMTAS ESMAIL

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)

~~(as to both signatures)~~

NATHAN B. CHANG
A Commissioner for Taking
Affidavits for British Columbia
My Commission expires on February 28, 2026
6th Floor - 595 Burrard Street
Vancouver, BC, V7X 1L5

YYYY-MM-DD

2024-03-27

BANK OF MONTREAL

By their Authorized Signatory

Print Name: **Stephen Kwok**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYY-MM-DD

CITY OF VANCOUVER

By their Authorized Signatory

(as to both signatures)

Print Name:

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING

1780 FIR STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, MARQUEE RESIDENCE @ GRANVILLE ISLAND INC., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, the 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 under Development Application no. DP-2022-00814 (the "Development Application") to develop on the Lands a six (6) storey mixed-use building; containing, retail at grade and 100 rental dwelling units, of which 20% of the residential floor area is allocated to below-market units and the remaining 80% of the residential floor area is allocated to market rental units, over two (2) levels of underground parking, with vehicular access off West 2nd Avenue, which application was approved subject to, among other things, fulfilment of the condition that, prior to the issuance of a Development Permit, 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 Moderate Income 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 Prior-to Letter (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) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "CMHC 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;
- (g) "Development Application" has the meaning ascribed in Recital C;
- (h) "Development Permit" means a development permit issued by the City authorizing the development of the Lands (or any portion of the Lands) as contemplated by the Development Application;
- (i) "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;
- (j) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (k) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (l) "Eligible Person" means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;

- (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
- (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income 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 Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income 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;
- (m) "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;

- (n) "For-Profit Affordable Rental Housing" means multiple Dwelling Units within a building for use as Rental Housing Units which meet the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein);
- (o) "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;
- (p) "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;
- (q) "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;
- (r) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (s) "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;
- (t) "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;
- (u) "Moderate Income 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 below-market 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;

- (v) "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;
- (w) "Moderate Income Rental Housing Rent Roll" means a rent roll report providing information regarding each of the Moderate Income Rental Housing Units, including the unit number, unit type, unit size and rent;
- (x) "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;
- (y) "Moderate Income Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Moderate Income Rental Housing Unit" means any one of such units;
- (z) "New Building" means any new building or structure to be built on the Lands as contemplated by the Development Permit in which 20% of the residential floor area shall be allocated to below-market units and the remaining 80% of the residential floor area shall be allocated to market rental units, 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;
- (aa) "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;
- (bb) "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;
- (cc) "Owner" means the registered owner of the Lands as of the Effective Date, namely, MARQUEE RESIDENCE @ GRANVILLE ISLAND INC., and its successors and assigns;
- (dd) "Owner's Personnel" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;

- (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) “Prior-to Letter” means the letter dated October 3, 2023 from the City to the applicant providing the conditions that must be satisfied prior to the issuance of the Development Permit;
- (hh) “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;
- (ii) “Rental Housing Unit” 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, but specifically excluding use as Seniors Supportive or Assisted Housing, 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;
- (jj) “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;
- (kk) “Replacement Moderate Income Rental Housing Units” has the meaning ascribed to that term in Section 2.1(c) and “Replacement Moderate Income Rental Housing Unit” means one such unit;
- (ll) “*Residential Tenancy Act*” means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;

- (mm) “*Residential Tenancy Regulation*” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (nn) “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;
- (oo) “Statement of Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Moderate Income 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;
- (pp) “*Strata Property Act*” means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (qq) “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 Moderate Income Rental Housing Unit;
- (rr) “Tenant” means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (ss) “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;
- (tt) “Vancouver” has the meaning ascribed to that term in Recital A(ii);
- (uu) “*Vancouver Charter*” means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and

- (vv) "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 Moderate Income 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 Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) 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 below-market units used only for the purpose of providing Moderate Income Rental Housing (the "Moderate Income Rental Housing Units"), all in accordance with the terms of this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies. 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 Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income Rental Housing Units;
 will have two or more bedrooms;
- (e) each of the Moderate Income 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 Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;

- (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(o) 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;
- (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income 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 Moderate Income 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 Moderate Income Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Moderate Income 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 Moderate Income 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 Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income 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 Moderate Income 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 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 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 Moderate Income 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 Moderate Income 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 not less than 30 days 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 following the date that the Owner has delivered such written termination notice to the Tenant, 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 Moderate Income Rental Housing Unit to vacate the Moderate Income 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 at the prevailing market rental rate for such For-Profit Affordable Rental Housing Unit, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income 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 Moderate Income Rental Housing Unit upon occupancy; and
 - (ii) not less than once every five (5) years after the date on which a Moderate Income 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 Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;

- (j) the Owner will not suffer, cause or permit, the residential component of 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, airspace parcel subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services, acting reasonably. If the residential component of the Lands is subdivided at any time hereafter under the *Land Title Act* or the *Strata Property Act* upon the deposit of a subdivision plan, strata plan, or similar plan, as the case may be, at the Land Title Office, this Agreement will continue to charge title to the residential strata lots and common property of such strata plan and will be registered against each individual residential strata lot and noted on the common property sheet. Any strata corporation(s) created must perform and observe the Owner's covenants in this Agreement, at no cost or expense to the City. The Owner may, at its cost, apply to have this Agreement partially discharged from any parcel or strata lot which is used solely for retail purposes, provided any discharge and the conditions thereof will be to the satisfaction of the Director of Legal Services, in their sole discretion.
- (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 Moderate Income Rental Housing Units:
 - (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;

- (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Moderate Income Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Moderate Income 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 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(o)(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.

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 Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income 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 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;

- (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 such Losses are the result of the wrongful intentional acts or gross negligence of 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 to the extent that such Losses are the result of the wrongful intentional acts or gross negligence of on the part of the City or the City Personnel.

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

8.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 8.2(b),

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

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

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

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

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

ARTICLE 9 NOTICES

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

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

Marquee Residence @ Granville Island Inc.
2857 Mara Drive
Coquitlam, British Columbia
V3C 5L3

Attention: President

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and

- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Moderate Income 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 Moderate Income Rental Housing Unit is rented to the applicable Tenant; and
- (b) the Moderate Income 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 Moderate Income Rental Housing Unit is rented to the applicable Tenant.

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

10.5 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

10.6 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

10.7 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The

remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 10.8 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 10.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 10.10 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 10.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

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

[illegible]

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA9538753 and the Assignment of Rents registered under number CA9538754;
- (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:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) 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: 550 – 606 E King Edward Avenue**

After public hearing on July 11, 2023, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (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
April 9, 2024

BY-LAW NO.

A By-law to enact a housing agreement for 550 – 606 E King Edward Avenue

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

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

EPP134028 LOT 1 DISTRICT LOT 391 AND 392 NEW WESTMINSTER
DISTRICT PLAN EPP134028

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 , 2024

Mayor

City Clerk



1. Application

Maxwell P. Carroll, Barrister and Solicitor (Jayda Peterson)
Lawson Lundell LLP
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
(604) 685-3456

File no.: 111740-171962

Housing Agreement and Building Use Covenant
550 - 606 East King Edward Avenue

2. Description of Land

PID/Plan Number	Legal Description
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EPP134028	LOT 1 DISTRICT LOT 391 AND 392 NEW WESTMINSTER DISTRICT PLAN EPP134028
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3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant
		Article 2.1
PRIORITY AGREEMENT		Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA9785628 and Assignment of Rents CA9785629
COVENANT		Section 219 Covenant
		Article 3.1
PRIORITY AGREEMENT		Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA9785628 and Assignment of Rents CA9785629

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

MERCER KE BLOCK HOLDINGS LTD., NO.BC1351471

CANADIAN WESTERN BANK, 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

BEN WESTERTERP
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date

YYY-MM-DD

2024-03-01

Transferor / Transferee / Party Signature(s)

MERCER KE BLOCK HOLDINGS LTD.
By their Authorized Signatory

Name: Ian Bond

Name:

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CANADIAN WESTERN BANK

By their Authorized Signatory

Name:

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

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, MERCER KE BLOCK HOLDINGS LTD., as more particularly defined in Section 1.1(r), is herein called the "Owner"; and
 - (II) the Transferee, CITY OF VANCOUVER, as more particularly defined in Section 1.1(c), is herein called the "City";
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-1 (Residential) District to RR-2B (Residential) District to permit the development of one five-storey rental building (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 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 is entering into this Agreement with the City to satisfy the Market Rental Housing Condition.

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 their 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 at any time following the Effective Date of this Agreement authorizing development on the Lands (or any portion of the Lands) as 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(s) 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, MERCER KE BLOCK HOLDINGS LTD., 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(t)(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) "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;
- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) "Rezoning Bylaw" has the meaning ascribed to such term in Recital C;
- (z) "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
- (aa) "*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 125 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 125 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 7.7(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;
- (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 and to the standard of a reasonable and prudent owner of similar buildings in the City of Vancouver, reasonable wear and tear excepted;
- (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
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the 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 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
ENFORCEMENT**

4.1 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 5
RELEASE AND INDEMNITY**

5.1 Release and Indemnity. Subject to Section 5.3, 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 in each case 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

in each case to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel.

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

5.3 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 5.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.3(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 5.3(b).

- (c) Regardless of whether the claim is being defended under Section 5.3(a) or Section 5.3(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.

5.4 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

6.1 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:

MERCER KE BLOCK HOLDINGS LTD.
3875 Henning Drive
Burnaby, BC V5C 6N5
Attention: Jeff Shouldice

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

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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 7.7(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 7.7(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

- 7.8 **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.
- 7.9 **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.
- 7.10 **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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA9785628 and Assignment of Rents CA9785629;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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 General Instrument - Part 1 to which this Consent and Priority Instrument is attached.

END OF DOCUMENT

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

Following the Public Hearing on January 19, 2023, Council gave conditional approval to the rezoning of the site at 3575-3655 Kaslo Street, 3580-3644 Slocan Street and 2755 East 21st Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
April 9, 2024

3575-3655 Kaslo Street,
3580-3644 Slocan Street and
2755 East 21st Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (866).

Uses

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted in this CD-1 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Institutional Uses;
- (c) Manufacturing Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses;
- (g) Utility and Communication Uses; and
- (h) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4. All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, other than the following:

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

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 27,142.8 m², being the site area at the time of the application for rezoning evidenced by this by-law, prior to any dedications.

5.2 The maximum floor space ratio for all uses combined is 0.70.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
 - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:

- (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage, and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing; and
- (d) all storage area below base surface.

5.5 The Director of Planning or Development Permit Board may exclude from the computation of floor area:

- (a) unenclosed outdoor areas underneath the building overhangs at grade, and under canopies providing weather protection at grade and at building entrances, except that such areas must remain unenclosed for the life of the building;
- (b) common amenity areas, to a maximum of 10% of the total floor area being provided;
- (c) floor area for parking purposes, to a maximum total area of 3,271.8 m²; and
- (d) additional floor area as required to meet licensing requirements for the Child Day Care Facility,

if the Director of Planning or Development Permit Board considers the intent of this by-law and all applicable Council Policies and guidelines.

Building Height

6.1 Building height, measured from base surface, must not exceed 16.5 m.

6.2 Despite section 6.1 of this by-law and section 10.1 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed 23.2 m.

Severability

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.

Force and Effect

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A

