

**EXPLANATION****2023 Maintenance Costs for  
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached by-law is to charge the benefiting owners with the 2023 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services  
April 23, 2024

**BY-LAW NO.**

**A By-law to assess real property to defray 2023 costs  
for the East Hastings Street Collective Parking Project**

PREAMBLE

Council undertook and constructed a collective parking project (the “East Hastings Street Project”) as a local improvement under By-law No. 4100, and specially assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by, and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for, the costs of the East Hastings Street Project, and described in Schedule A, to defray the costs of \$212,820.57 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2023 to December 31, 2023; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this by-law, form part of this by-law.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this     day of     , 2024

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Mayor

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City Clerk

## East Hastings Collective Parking

### Schedule "A"

**Total Amount to be collected** \$ 212,820.57

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2023 Charge</b>
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**North Side**

020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		6,809.96
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		3,354.15
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		3,354.15
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,734.14
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,734.14
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		3,354.15
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		3,354.15
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		3,354.15
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		4,909.27
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		3,913.18
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	3,354.15
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	3,354.15
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		6,708.32

020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00	6,708.32
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	329.91	33,532.41
020-590-274-09 Lot 1, Pln EPP100543, THSL, GRP1	99.00	10,062.47
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89	3,342.97
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11	3,365.33
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00	3,354.15
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00	10,062.47

<b>Total for North Side</b>	<u>1,428.51</u>	<u>54.00</u>	<u>\$145,195.23</u>
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<b>North Side Rate per foot:</b>	<u>\$101.641034</u>
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<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2023 Charge</b>
<b><u>South Side</u></b>			
020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		3,323.66
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		3,049.23
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,524.62
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,524.62
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,270.51
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,270.51
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,270.51
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,270.51
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		2,541.03
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,793.96
<b>020-590-271-04</b> <b>*Strata LMS183 - see attached</b>	132.01		6,708.82
<b>020-590-271-46</b> <b>***Strata LMS1880 - see attached</b>	264.00		13,416.62
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,677.09
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		5,031.23
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		2,439.38
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		2,439.38

020-590-274-26	144.00	7,318.15
<b>****Strata BCS 3366 - see attached</b>		

020-590-274-42	95.96	4,876.74
<b>**Strata LMS 775 - see attached</b>		

020-590-274-68	96.00	0.00
<b>*Lot 8, Plan VAP309A - Hastings Library exempt</b>		

020-590-274-96	96.00	4,878.77
Lot A, Blk 57, THSL, Plan 309A		

<b>Total for South Side</b>	<u>1,330.67</u>	<u>96.00</u>	<u>\$67,625.34</u>
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<b>South Side Rate per foot:</b>	<u>\$50.820517</u>
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	<u>Rate per Foot</u>	<u>Assessed Footage</u>	<u>Total</u>
<b>Total for North Side</b>	\$ 101.641034	1,428.51	\$145,195.23
<b>Total for South Side</b>	\$ 50.820517	1,330.67	\$67,625.34
<b>Total Amount to be Collected:</b>			<u>\$212,820.57</u>

**Strata Title Shares**

	<u>Shares</u>	<u>Charge</u>
<b>*Strata LMS183 - Total Shares:</b>	<b>10,000</b>	<b>\$6,708.82</b>
020-590-271-04-0001	1,708	1,145.87
020-590-271-04-0002	8,292	5,562.95
	<u>10,000</u>	<u>\$6,708.82</u>
<b>**Strata LMS775 - Total Shares:</b>	<b>7,087</b>	<b>\$4,876.74</b>
020-590-274-42-0001	1,127	775.52
020-590-274-42-0002	1,127	775.52
020-590-274-42-0003	1,211	833.32
020-590-274-42-0004	1,211	833.32
020-590-274-42-0005	1,211	833.32
020-590-274-42-0006	1,200	825.74
	<u>7,087</u>	<u>\$4,876.74</u>
<b>***Strata LMS 1880 - Mixed Use - Commercial units only charged - Total shares:</b>	<b>19,405</b>	<b>\$13,416.62</b>
020-590-271-46-0002	878	607.05
020-590-271-46-0003	879	607.74
020-590-271-46-0004	908	627.79
020-590-271-46-0005	880	608.43
020-590-271-46-0006	834	576.64
020-590-271-46-0007	838	579.39
020-590-271-46-0008	936	647.15
020-590-271-46-0014	1,042	720.44
020-590-271-46-0015	1,083	748.79
020-590-271-46-0016	1,083	748.79
020-590-271-46-0017	1,562	1,079.97
020-590-271-46-0018	945	653.37
020-590-271-46-0019	995	687.94
020-590-271-46-0020	1,000	691.40
020-590-271-46-0021	995	687.94
020-590-271-46-0022	1,028	710.76
020-590-271-46-0023	1,001	692.09
020-590-271-46-0024	845	584.23
020-590-271-46-0025	789	545.51
020-590-271-46-0026	884	611.20
	<u>19,405</u>	<u>\$13,416.62</u>

**Strata Title Shares**

	<u>Shares</u>	<u>Charge</u>
<b>****Strata BCS 3366 - Mixed Use -</b>		
<b>Commercial units only charged - Total shares:</b>	<b>721</b>	<b>\$7,318.15</b>
020-590-274-26-0001	90	913.50
020-590-274-26-0002	92	933.80
020-590-274-26-0003	99	1,004.85
020-590-274-26-0004	76	771.40
020-590-274-26-0005	90	913.50
020-590-274-26-0006	108	1,096.20
020-590-274-26-0007	79	801.85
020-590-274-26-0008	87	883.05
	<u>721</u>	<u>\$7,318.15</u>

**East Hastings Collective Parking**

**Schedule "B"**

**January 1, 2023 to December 31, 2023**

**Costs of East Hastings Parking Project:**

<b><u>Account 20001815</u></b>	
Electricity	\$2,156.89
General & Other Taxing Authorities	\$210,663.68
Maintenance/repair	-
<b>Total costs</b>	<b><u><u>\$212,820.57</u></u></b>

## East Hastings Collective Parking

January 1, 2023 to December 31, 2023

### Summary

Charges applicable to lots abutting Hastings Street from Nanaimo Street to Slocan Street and on the east side of Kamloops Street from Hastings Street to the lane north for maintenance of Collective Parking

### Assessed Footage:

North side of Hastings Street and East side of Kamloops Street	1,428.51
South side of Hastings Street	<u>1,330.67</u>
Total	<u><u>2,759.18</u></u>

### Exempt Footage:

North Side	54.00
South Side	<u>96.00</u>
Total	<u><u>150.00</u></u>

Maintenance Charges for the year 2023 **\$212,820.57**

### Cost per foot (Ration 2:1 as per agreement):

North Side of Hastings Street	\$101.641034
South Side of Hastings Street	\$50.820517

### Amount To Be Collected:

North Side of Hastings Street	\$145,195.23
South Side of Hastings Street	<u>67,625.34</u>
Total	<u><b>\$212,820.57</b></u>

**EXPLANATION****2023 Maintenance Costs for  
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached by-law is to charge the benefiting owners with the 2023 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services  
April 23, 2024

**BY-LAW NO.**

**A By-law to assess real property to defray 2023 maintenance costs  
for the Trounce Alley and Blood Alley Square Local Improvement Project**

**PREAMBLE**

Council undertook and completed a local improvement project (the “project”) under By-law No. 4638, and specially assessed, for the cost thereof, the real property described in Schedule A to this By-law.

Under section 506B of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs associated with a local improvement project, by specially assessing the real property benefited by, and specially assessed for the cost of the local improvement project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for, the costs of the project, and described in Schedule A, to defray the costs of \$12,928.56 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2023 to December 31, 2023; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this by-law, form part of this by-law.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2024

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Mayor

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City Clerk



**Trounce Alley and Blood Alley Square Maintenance Project**

**SCHEDULE "A"**

Total Amount to be collected:..... **\$12,928.56**

<b>Co-ordinate &amp; Legal Description</b>	<b>Proportion of Costs</b>	<b>2023 Charge</b>
026-580-172-60 <b>*Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached</b>	12.12%	1566.93
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	1944.46
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2193.98
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	541.71
*026-589-172-67 <b>*CoV Assessable as per Real Est. Serv.</b> LOT A BLK 2 PL EPP80295 DL OGT NWD	36.10%	4667.21
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	992.91
*026-178-580-61 <b>*Strata Plan LMS 738, Strata Lots 1 - 12 see attached</b>	<u>7.90%</u>	<u>1021.36</u>
	<b><u>100.00%</u></b>	<b><u>\$12,928.56</u></b>

<b>Strata Lot LMS 738</b>	<b><u>Total Shares</u></b>	<b><u>9,257</u></b>	<b><u>\$1,021.36</u></b>
026 178 580 61 0001	702		77.45
026 178 580 61 0002	614		67.75
026 178 580 61 0003	694		76.57
206 178 580 61 0004	903		99.63
026 178 580 61 0005	716		79.00
026 178 580 61 0006	744		82.09
026 178 580 61 0007	809		89.26
026 178 580 61 0008	903		99.63
026 178 580 61 0009	720		79.44
026 178 580 61 0010	740		81.65
026 178 580 61 0011	809		89.26
026 178 580 61 0012	<u>903</u>		<u>99.63</u>
	<b><u>9,257</u></b>		<b><u>\$1,021.36</u></b>

<b>Strata Plan BCS 3229</b>	<b><u>Total Shares</u></b>	<b><u>4,460</u></b>	<b><u>\$1,566.93</u></b>
026 580 172 60 0001	105		36.89
026 580 172 60 0051	86		30.21
026 580 172 60 0052	145		50.94
026 580 172 60 0004	42		14.76
026 580 172 60 0005	84		29.51
026 580 172 60 0006	68		23.89
026 580 172 60 0007	67		23.54
026 580 172 60 0008	65		22.84
026 580 172 60 0009	67		23.54
026 580 172 60 0010	85		29.86
026 580 172 60 0011	81		28.46
026 580 172 60 0012	58		20.38
026 580 172 60 0013	62		21.78
026 580 172 60 0014	62		21.78
026 580 172 60 0015	59		20.73
026 580 172 60 0016	81		28.46
026 580 172 60 0017	149		52.34
026 580 172 60 0018	121		42.51
026 580 172 60 0019	117		41.11
026 580 172 60 0020	115		40.40
026 580 172 60 0021	121		42.51
026 580 172 60 0022	150		52.69
026 580 172 60 0023	143		50.24
026 580 172 60 0024	91		31.97
026 580 172 60 0025	108		37.94
026 580 172 60 0026	102		35.84
026 580 172 60 0027	87		30.57
026 580 172 60 0028	137		48.13
026 580 172 60 0029	129		45.32

026 580 172 60 0031	65	22.84
026 580 172 60 0032	66	23.19
026 580 172 60 0033	85	29.86
026 580 172 60 0034	80	28.11
026 580 172 60 0035	70	24.59
026 580 172 60 0036	111	39.00
026 580 172 60 0037	66	23.19
026 580 172 60 0038	80	28.11
026 580 172 60 0039	60	21.08
026 580 172 60 0040	68	23.89
026 580 172 60 0041	68	23.89
026 580 172 60 0042	62	21.78
026 580 172 60 0043	81	28.46
026 580 172 60 0044	70	24.59
026 580 172 60 0045	111	39.00
026 580 172 60 0046	66	23.19
026 580 172 60 0047	80	28.11
026 580 172 60 0048	144	50.59
026 580 172 60 0049	129	45.32
026 580 172 60 0050	<u>111</u>	<u>39.00</u>
	<b><u>4,460</u></b>	<b><u>\$1,566.93</u></b>

**Proportion of Costs as per By-law #4638, August 1, 1972**

**Trounce Alley and Blood Alley Square Maintenance Project**

**Schedule "B"**

**Costs to Trounce Alley and Blood Alley Square**

**January 1, 2023 to December 31, 2023**

**Account 20001816**

Street Lighting Maintenance	\$	<b>686.73</b>
Electricity		<b>443.49</b>
Street Cleaning		<b>11,798.34</b>
Total costs and charges:	\$	<b><u>12,928.56</u></b>

## Trounce Alley and Blood Alley Square Maintenance Project

### Summary

Charges applicable to properties abutting Trounce Alley (namely, the northerly production of the westerly limit of Blood Alley Square and Carrall Street) and in Blood Alley (namely, the public road dedicated as in Reference Plan 11708 in the Land Registry Office)

Costs are distributed in the same proportion as are the capital costs, which gives the percentage indicated for each property as attached on Schedule "A".

Total Maintenance Charges for: <u>2023</u>	<b>\$12,928.56</b>
Adjustments	<b>\$0.00</b>
Amount to be Collected:	<b><u>\$12,928.56</u></b>

## EXPLANATION

### **By-law to amend City Land Regulation By-law No. 8735 Regarding Consumption of Liquor on City Land (2024)**

The attached By-law will implement Council's resolution of April 10, 2024 to amend the City Land Regulation By-law regarding the designation of areas of City land where liquor may be consumed.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend the City Land Regulation By-law No. 8735  
Regarding Consumption of Liquor on City Land (2024)**

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.
2. Council strikes out section 4C and substitutes the following:  
“4C. Liquor may be consumed on city land:
  - (a) from May 15, 2024 to May 14, 2025 in designated areas 1, 2, 3, 4, 5, and 6, between the hours of:
    - (i) 11:00 am and 9:00 pm from May 15, 2024 to October 16, 2024,  
and
    - (ii) 11:00 am and 5:00 pm from October 17, 2024 to May 14, 2025;
  - (b) from May 15, 2024 to October 16, 2024 in designated area 7, between the hours of 11:00 am and 9:00 pm; and
  - (c) from May 15, 2024 to May 15, 2027 in designated area 8, between the hours of 9:30 am and 4:30 pm.”
3. Council strikes out Schedule 1 and substitutes a new Schedule 1 as attached to this by-law as Appendix A.
4. This by-law is to come into force and take effect on May 15, 2024.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

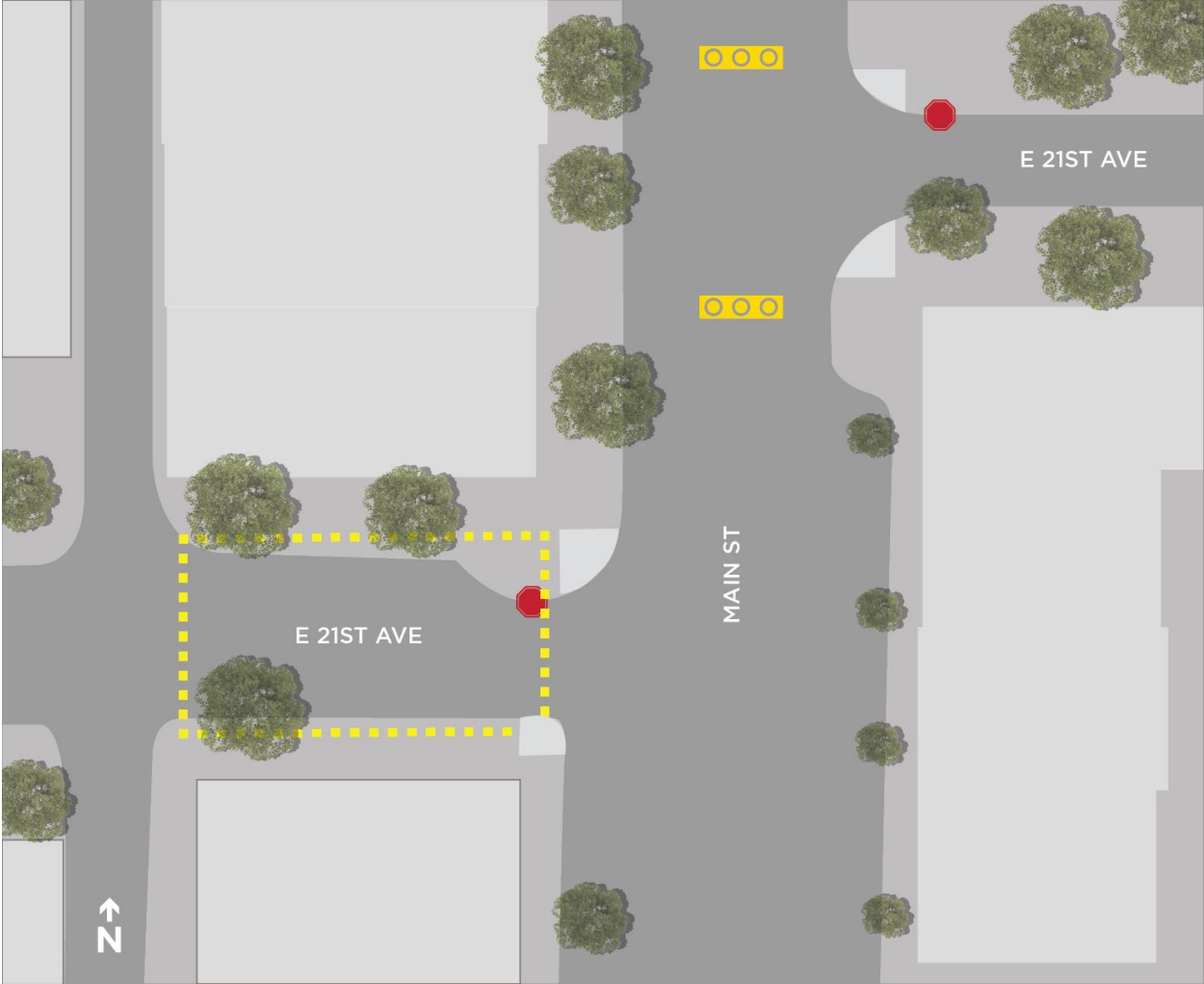
\_\_\_\_\_  
Mayor

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

**APPENDIX A**

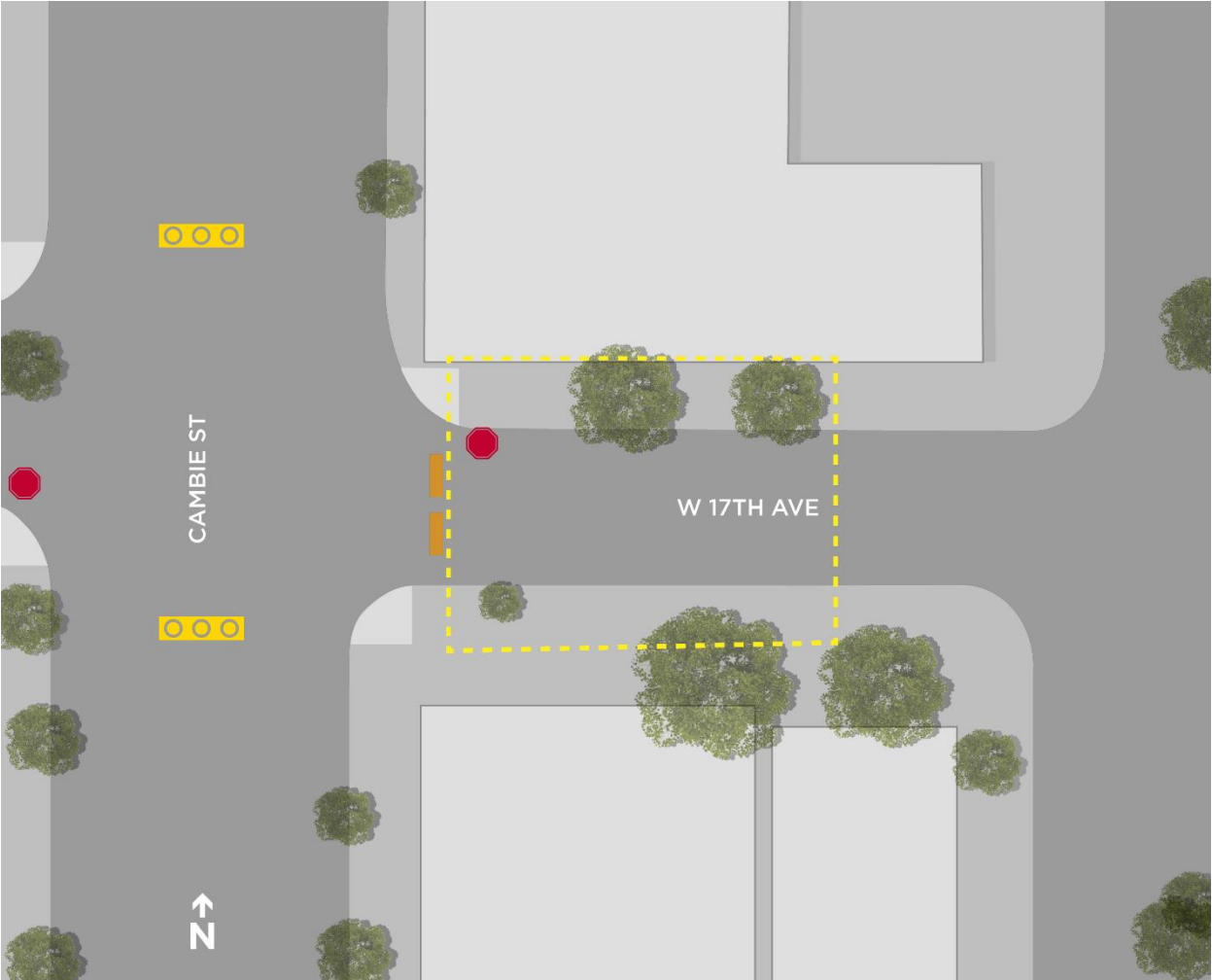
Schedule I  
City Land Where Liquor May be Consumed

Designated area 1





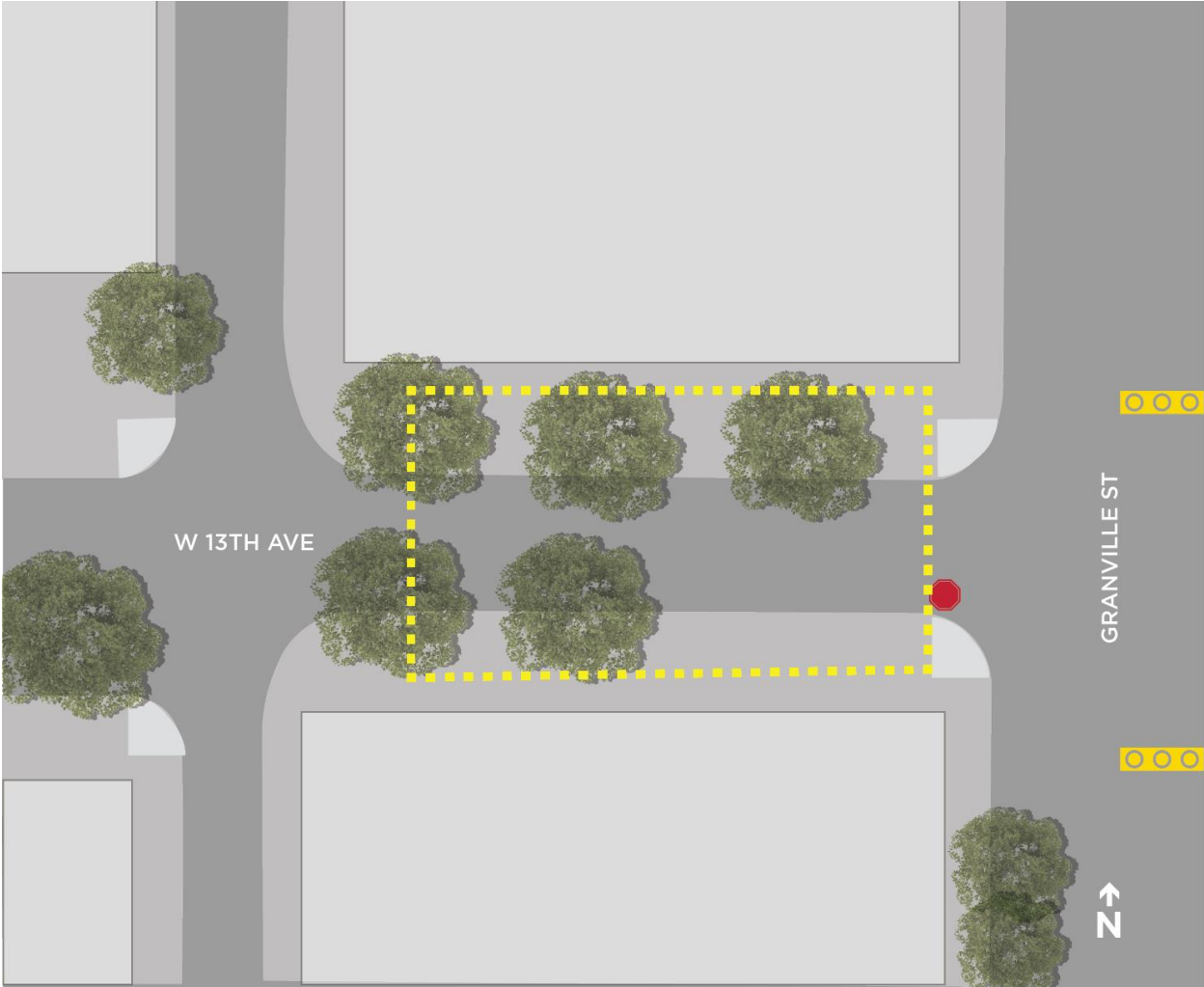
Designated area 2



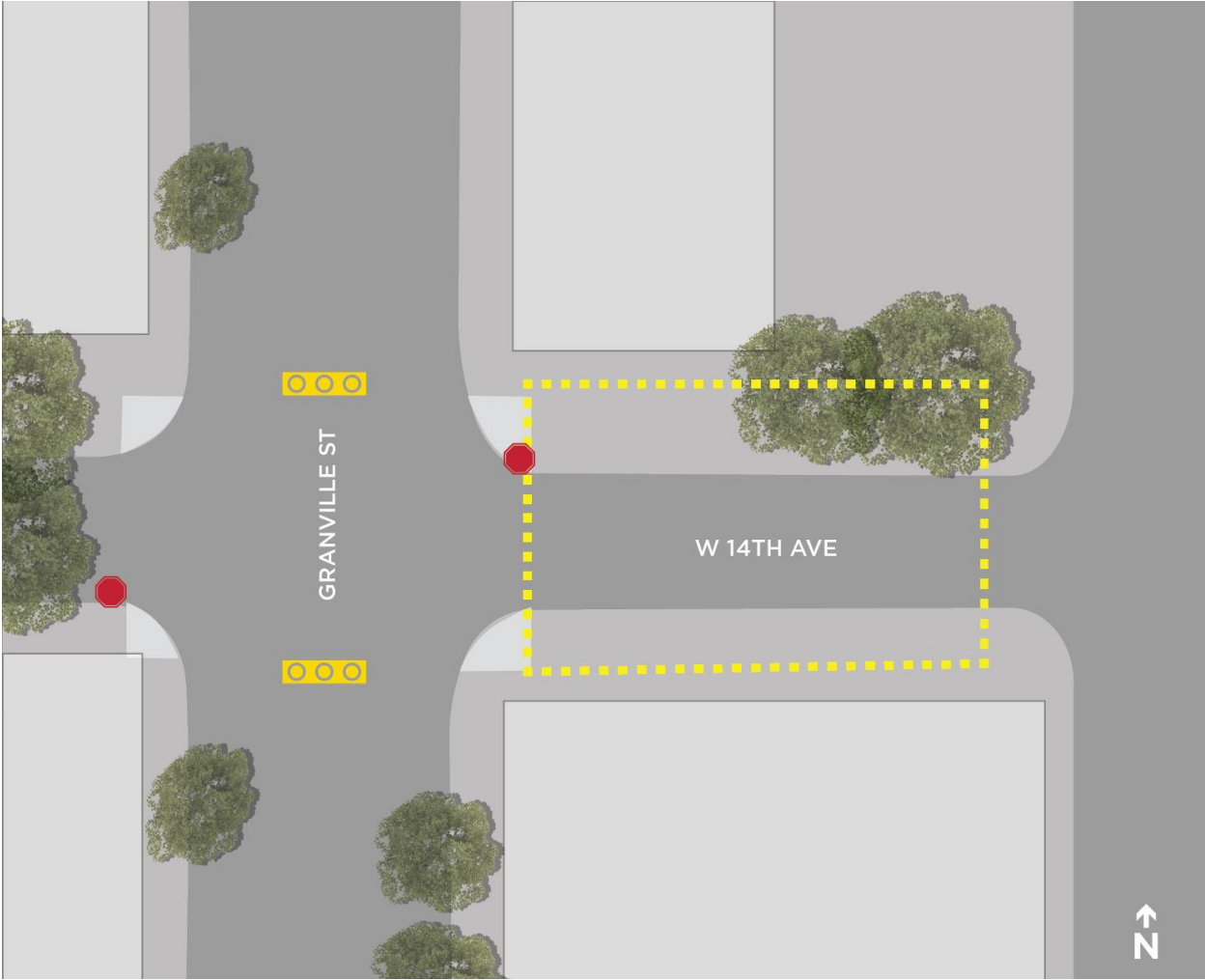
Designated area 3



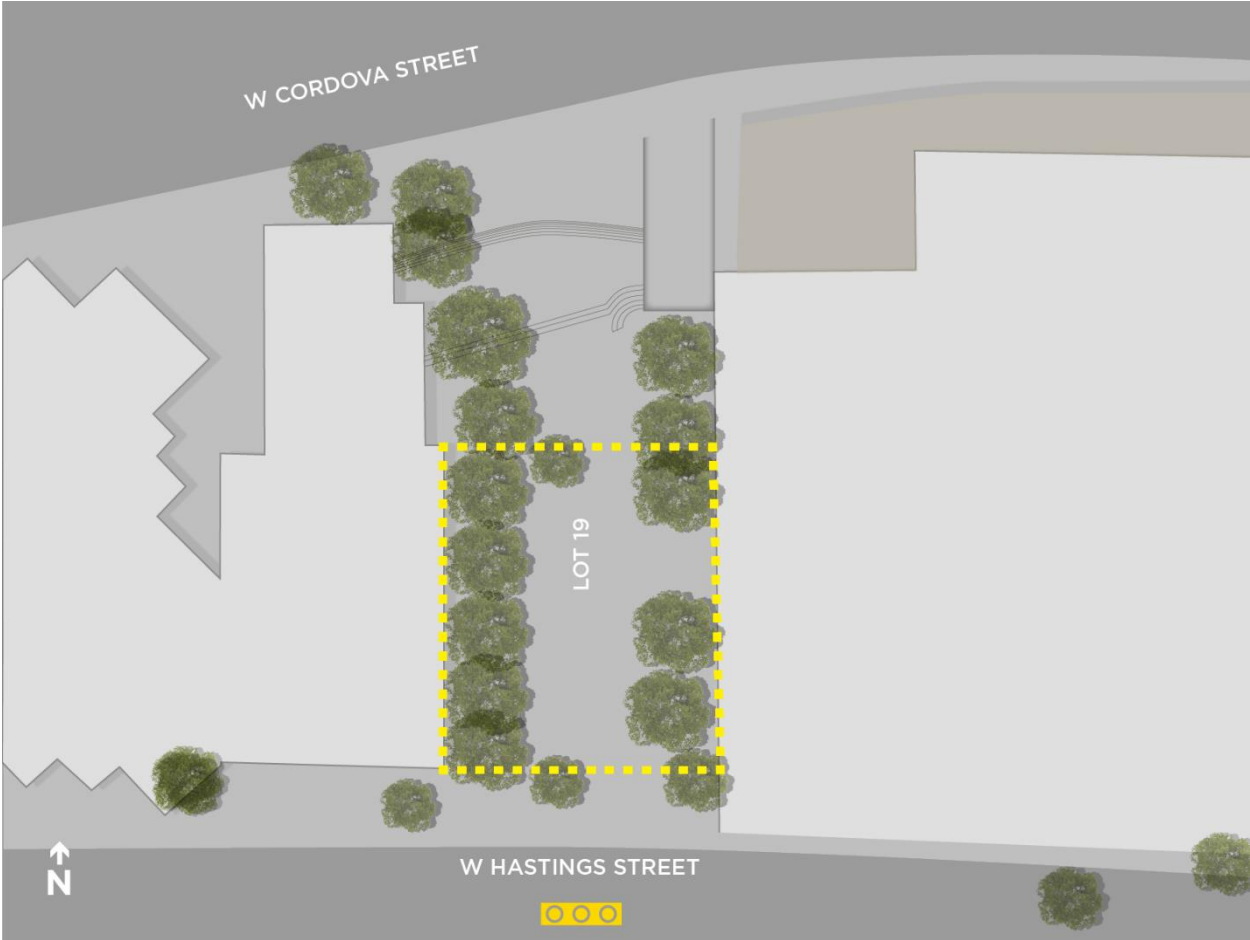
Designated area 4



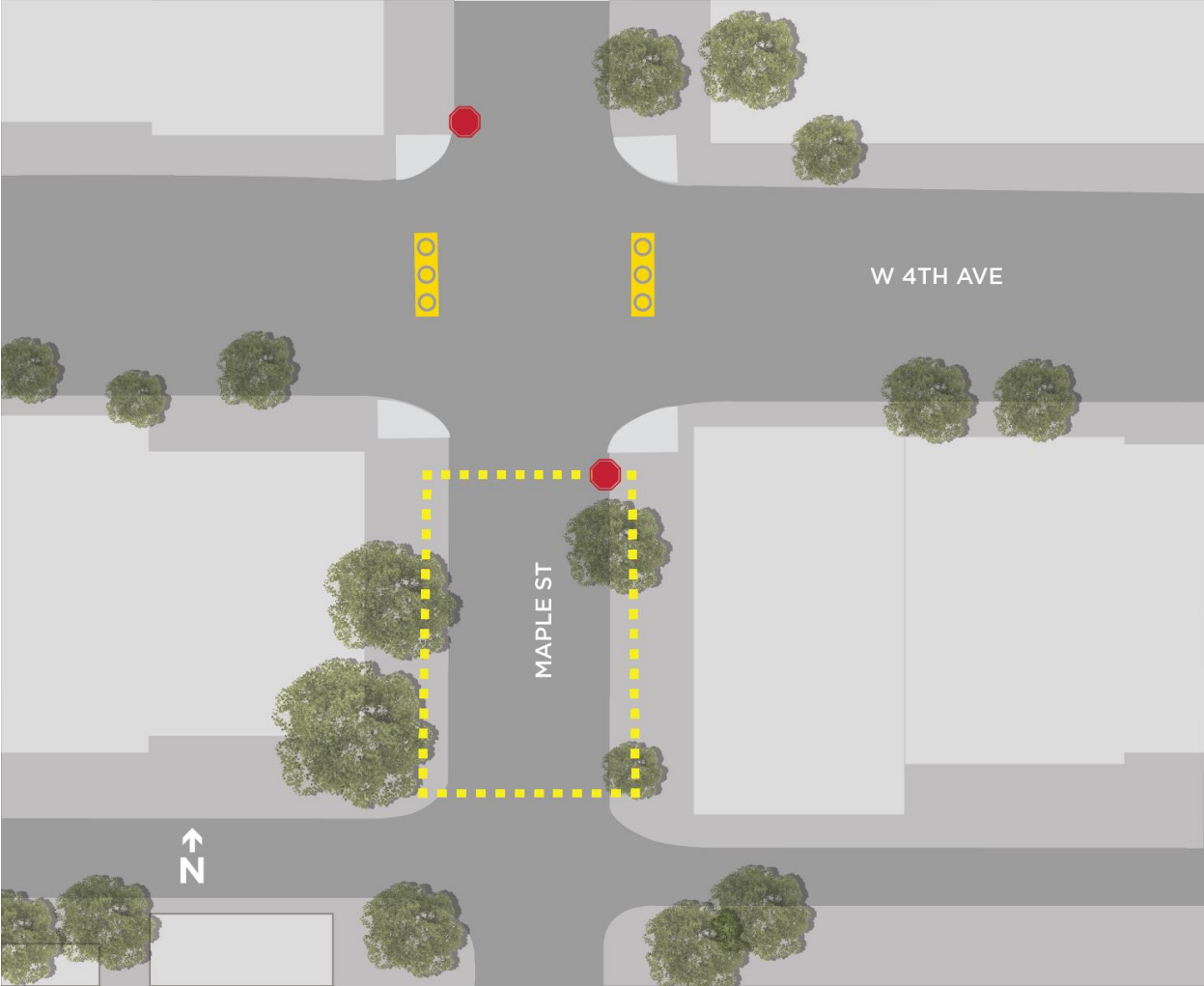
Designated area 5



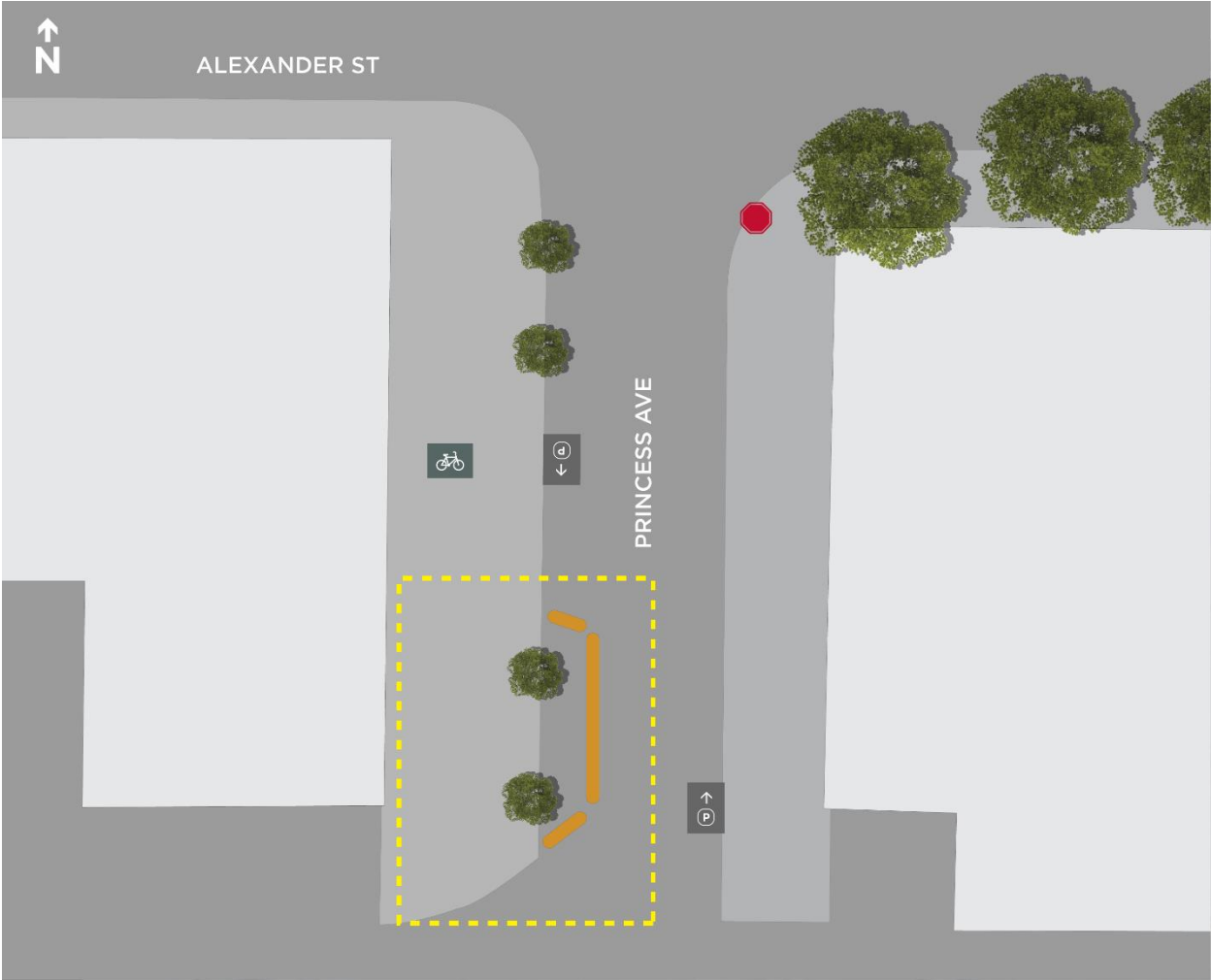
Designated area 6



Designated area 7



Designated area 8



**EXPLANATION**

**A By-law to amend Local Improvement Procedure By-law No. 3614  
regarding the removal of City contributions and other miscellaneous amendments**

The attached By-law will implement Council's resolution of April 10, 2024 to amend the Local Improvement Procedure By-law regarding the removal of City contributions and other miscellaneous amendments.

Director of Legal Services  
April 23, 2024



**BY-LAW NO.**

**A By-law to amend  
Local Improvement Procedure By-law No. 3614  
regarding the removal of City contributions and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Local Improvement Procedure By-law No. 3614.
2. In section 1.2, Council:
  - (a) strikes out the definition of “assessed owners” in its entirety;
  - (b) in the definition of “flankage”, strikes out “section 3.10” and substitutes “section 9.3(a) or (b)”;
  - (c) in the definition of “multiple dwelling and local commercial district”, strikes out “a multiple dwelling district, a local commercial district (C-1)” and substitutes “an RM district, the FM-1 district, an RR district, the C-1 district”; and
  - (d) in the definition of “residential district”, strikes out “a limited agriculture district, a one-family dwelling district, a two-family dwelling district” and substitutes “an RA district, the R1-1 district, an RT district”.
3. Council:
  - (a) strikes out section 1.4; and
  - (b) renumbers section 1.5 as section 1.4.
4. Council strikes out section 2 in its entirety, and renumbers sections 3.1 through 3.18, 4.1 through 4.6, 5.1 through 5.7, 6.1 through 6.8, 7.1 through 7.5, 8.1 through 8.8, 9.1 through 9.21 and 10.1 through 10.18 as sections 2.1 through 2.18, 3.1 through 3.6, 4.1 through 4.7, 5.1 through 5.8, 6.1 through 6.5, 7.1 through 7.8, 8.1 through 8.21 and 9.1 through 9.18, respectively.
5. In section 2, Council:
  - (a) in the title:
    - (i) strikes out “**APPROVED ON OR AFTER ENACTMENT DATE OF THIS BY-LAW**”, and
    - (ii) strikes out “**SECTION 3**” and substitutes “**SECTION 2**”;
  - (b) strikes out section 2.1 in its entirety and substitutes the following:

**“Definitions re street projects**

2.1 In this Section 2, “assessed owners” means owners of assessed properties specially benefited by a project referred to in section 2.2.”;

- (c) strikes out sections 2.2, 2.4, 2.5, 2.6, 2.7, 2.8, and 2.9 in their entirety;
- (d) renumbers section 2.3 as section 2.2;
- (e) in section 2.2(a), adds “, including projects involving sidewalks and lanes” after “for such purpose”;
- (f) in section 2.2(b), strikes out “section 3.2(a)” and substitutes “section 2.2(a)”;
- (g) in section 2.3, strikes out “Section 9” wherever it appears, including the section title, and substitutes “Section 8”;
- (h) renumbers section 2.18 as section 2.3;
- (i) adds a new section 2.4 as follows:

**“Cost of street projects**

2.4 The entire cost of any street project must, except as in this or any other by-law otherwise provided, be met by special assessments according to the frontage of the real property benefited thereby and not exempt from such special assessments, except that Council may contribute out of the general funds of the city or out of the capital funds raised by the issue of general debentures, the cost of any such street project or any portion of such project as the city's share of the cost.”;

- (j) adds a new section 2.5 as follows:

**“Assessments for projects involving intersections**

2.5 Council deems that any project involving installation of traffic calming or diversionary infrastructure at intersections, including corner bulges or traffic circles, will specially benefit the parcels of real property abutting the streets radiating from the intersection containing the traffic calming or diversionary infrastructure improvement for a distance of one block, and the entire cost of any such project must be met by the assessed owners of those parcels.”;

- (k) renumbers sections 2.13 and 2.14 as sections 2.6 and 2.7 respectively;
- (l) in the title for section 2.7, strikes out “**Project**” and substitutes “**Projects**”;
- (m) strikes out sections 2.10 and 2.12 in their entirety;
- (n) strikes out section 2.15 in its entirety; and
- (o) strikes out “Section 3” wherever it appears, including the section titles, and substitutes “Section 2”.

6. In section 3, Council:

- (a) in the title, strikes out “**SECTION 4**” and substitutes “**SECTION 3**”;
- (b) in section 3.3:
  - (i) strikes out “undertaken in accordance with the provisions of” and substitutes “initiated under”, and
  - (ii) strikes out “Section 9” wherever it appears, including the section title, and substitutes “Section 8”;

- (c) in section 3.4,
  - (i) in the title, strikes out “**projects for awnings**” and substitutes “**awning projects**”, and
  - (ii) strikes out “; provided however, Council may contribute out of the general funds of the city or out of the capital funds raised by the issue of general debentures, the cost of any such awning project or any portion thereof as the city's share thereof” and substitutes “, except that Council may contribute out of the general funds of the city or out of the capital funds raised by the issue of general debentures, the cost of any such street project or any portion of such project as the city's share of the cost”;
- (d) strikes out section 3.5 in its entirety;
- (e) renumbers section 3.6 as section 3.5;
- (f) in section 3.5, strikes out “with respect to any awning project under this Section 4 accordance” and substitutes “with respect to any project under this Section 3, in accordance”; and
- (g) strikes out “Section 4” wherever it appears, including the section titles, and substitutes “Section 3”.

7. In section 4, Council:

- (a) in the title, strikes out “**SECTION 5**” and substitutes “**SECTION 4**”;
- (b) in section 4.1,
  - (i) strikes out “;” at the end of the definition of “light standard project.” and substitutes “; and”, and
  - (ii) strikes out the definition of “special light standard project” in its entirety;
- (c) in section 4.2, strikes out “special light standard project.”;
- (d) in section 4.3, strikes out “Section 9” wherever it appears, including the section title, and substitutes “Section 8”;
- (e) strikes out section 4.4 in its entirety and substitutes the following:

**“Cost of street light standard projects**

4.4 The entire cost of any lane lighting project, light standard project or underground wiring project must, except as in this or in any other by-law otherwise provided, be met by special assessments proportionate to the frontage of the real property benefited thereby and not exempt from such special assessments, except that Council may contribute out of the general funds of the city or out of the capital funds raised by the issue of general debentures, the cost of any such street project or any portion of such project as the city's share of the cost.”;

- (f) strikes out sections 4.5 and 4.6 in their entirety;
- (g) renumbers section 4.7 as section 4.5;
- (h) in section 4.5, in the title, strikes out “**for**” and substitutes “**of**”; and

- (i) strikes out “Section 5” wherever it appears, including the section titles, and substitutes “Section 4”.
8. In section 5, Council:
- (a) in the title, strikes out “**SECTION 6**” and substitutes “**SECTION 5**”;
  - (b) in section 5.3:
    - (i) strikes out “Section 9” wherever it appears, including the section title, and substitutes “Section 8”, and
    - (ii) strikes out “The provisions of Section 8” and substitutes “The provisions of this Section 8”;
  - (c) in section 5.4, in the title, strikes out “**projects for underground wiring**” and substitutes “**underground wiring projects**”;
  - (d) strikes out sections 5.5, 5.6, and 5.7 in their entirety;
  - (e) renumbers section 5.8 as section 5.5; and
  - (f) strikes out “Section 6” wherever it appears, including the section titles, and substitutes “Section 5”.
9. In section 6, Council:
- (a) in the title, strikes out “**SECTION 7**” and substitutes “**SECTION 6**”;
  - (b) strikes out section 6.3 in its entirety and substitutes the following:

**“Application of Section 8 to collective parking projects**

6.3 Except as in this Section 6 provided, the provisions of Section 8 of this By-law other than sections 8.5, 8.6, and 8.8 thereof apply to projects initiated under this Section 6.”;
  - (c) in section 6.5, strikes out “section 10.14” wherever it appears and substitutes “section 9.15”; and
  - (d) strikes out “Section 7” wherever it appears, including the section titles, and substitutes “Section 6”.
10. In section 7, Council:
- (a) in the title, strikes out “**SECTION 8**” and substitutes “**SECTION 7**”;
  - (b) in section 7.5, strikes out “section 8.4” and substitutes “section 7.4”; and
  - (c) strikes out “Section 8” wherever it appears, including the section titles, and substitutes “Section 7”.
11. In section 8, Council:
- (a) in the title, strikes out “**SECTION 9**” and substitutes “**SECTION 8**”;
  - (b) in section 8.1, strikes out “Section 8” wherever it appears and substitutes “Section 7”;
  - (c) renumbers sections 8.3 through 8.21 as sections 8.4 through 8.22, respectively;
  - (d) renumbers section 2.17 as section 8.3;

- (e) in section 8.5:
  - (i) strikes out “section 9.13” and substitutes “section 8.15”, and
  - (ii) strikes out “section 9.14” and substitutes “section 8.16”;
- (f) renumbers sections 8.7 through 8.22 as sections 8.8 through 8.23, respectively;
- (g) renumbers section 2.16 as section 8.7;
- (h) in section 8.17, strikes out “section 9.14” and substitutes “section 8.16”;
- (i) in section 8.18, strikes out “section 9.18” and substitutes “section 8.20”;
- (j) in section 8.19, strikes out “directed by Council, pursuant to section 3.11(a), or pursuant to section 10.5, as part of the city's share of the cost of the project” and substitutes “directed by Council pursuant to section 9.3(c) or section 9.6”;
- (k) in section 8.23:
  - (i) strikes out “section 9.14 or 9.15” and substitutes “section 8.16 or 8.17”,
  - (ii) strikes out “section 9.20” and substitutes “section 8.22”, and
  - (iii) strikes out “as provided in section 9.16” and substitutes “as provided in section 8.18”; and
- (l) strikes out “Section 9” wherever it appears, including the section titles, and substitutes “Section 8”.

12. In section 9, Council:

- (a) in the title, strikes out “**SECTION 10**” and substitutes “**SECTION 9**”;
- (b) renumbers sections 9.3 through 9.18 as sections 9.4 through 9.19, respectively;
- (c) adds a new section 9.3 as follows:

**“Equitable adjustments**

9.3 Despite anything to the contrary in this By-law, the following provisions with respect to equitable adjustments are to apply:

- (a) for projects undertaken in accordance with the provisions of section 2 or section 4, in the case of a flankage parcel in a residential district, 75% of the cost that would otherwise be specially assessed against such parcel;
- (b) for projects undertaken in accordance with the provisions of section 2 or section 4, in the case of a flankage parcel in a higher zoned district, 25% of the cost that would otherwise be specially assessed against such parcel;
- (c) for projects undertaken in accordance with the provisions of sections 2, 3, 4 or 5, in the case of a triangular or other parcel of land of abnormal shape or situation and in the case of any area included in a right-of-way of a railway or other public utility, despite anything to the contrary in this By-law, Council may determine what variation, if any, is to be applied thereto and direct

specifically the special annual assessments to be levied with respect to such parcel or area as a part of the property owners' share of the cost of any project, so that the said special annual assessments will represent as nearly as possible an equitable and fair adjustment or special assessment thereof as compared with other parcels of real property situate within the area and subject to special assessments for the same project, which special annual assessments need not have reference to frontage measurements, area or other physical characteristics but may take into consideration the proportion of benefit to be enjoyed by the parcel to be so specifically assessed, as compared with the other parcels aforesaid. Council in directing the amount of the special annual assessments with respect to any such parcel may provide that the city contribute such proportion thereof or such amount thereof as Council may see fit; and

- (d) for projects undertaken in accordance with the provisions of sections 2, 4 or 5, in the case of a parcel having an average depth, measured perpendicular to the frontage, of less than 100 feet and an area of less than 20,000 square feet, a percentage of the costs of the project that would otherwise be specially assessed against such parcel according to the following formulae:

- (i) for parcels located in a residential district

$$\frac{75 \times 100}{100} \frac{\text{average parcel depth (in feet)}}{100}$$

- (ii) for parcels located in all other districts

$$\frac{25 \times 100}{100} \frac{\text{average parcel depth (in feet)}}{100}$$

”;

- (d) in section 9.6, strikes out “as a part of the city's share of the cost of the project”;
- (e) in section 9.7(d), strikes out “section 10.6” and substitutes “section 9.7”;
- (f) renumbers sections 9.10 through 9.19 as sections 9.11 through 9.20, respectively;
- (g) renumbers section 2.11 as section 9.10;
- (h) in section 9.11, strikes out “section 9.9” and substitutes “section 8.11”;
- (i) in section 9.19, strikes out “section 10.18” and substitutes “section 9.20”; and
- (j) strikes out “Section 10” wherever it appears, including the section titles, and substitutes “Section 9”.

- 13. Council strikes out Schedule A in its entirety.
- 14. 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

### **Heritage Designation By-law Re: 998 Thurlow Street (Washington Court)**

At a public hearing on April 9, 2024, Council approved a recommendation to designate the exterior facades of the heritage building at 998 Thurlow Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
April 23, 2024





**EXPLANATION****A By-law to authorize Council entering into a  
Heritage Revitalization Agreement  
with the Owners of Heritage Properties**

Following the Public Hearing held on April 9, 2024, Council resolved to enter into a by-law to authorize the City to enter into a Heritage Revitalization Agreement regarding 998 Thurlow Street (Washington Court), pursuant to Section 592 of the Vancouver Charter. Enactment of the attached by-law will accomplish Council's resolution.

Director of Legal Services  
April 23, 2024

998 Thurlow Street  
(Washington Court)

**BY-LAW NO.**

**A By-law to authorize Council entering into a  
Heritage Revitalization Agreement with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a Heritage Revitalization Agreement with the owner of heritage property, including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 998 Thurlow Street, and the following legal description:

PID: 002-420-601  
LOT 10  
BLOCK 7  
DISTRICT LOT 185  
PLAN 92

Contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization 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



Land Title Act

### Charge

General Instrument - Part 1

1. Application

Gowling WLG (Canada) LLP  
550 Burrard Street  
Suite 2300, Bentall 5  
Vancouver BC V6C 2B5  
604.683.6498

V52460 / MAB/JM  
Heritage Revitalization Agreement

2. Description of Land

PID/Plan Number	Legal Description
002-420-601	LOT 10 BLOCK 7 DISTRICT LOT 185 PLAN 92

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Article 2
STATUTORY RIGHT OF WAY		Article 4
EQUITABLE CHARGE		Article 6

4. Terms

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

5. Transferor(s)

**LUCKY ZA INVESTMENTS LTD., NO.BC0884727**

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   JESSICA MA GOWLING WLG (CANADA) LLP Barrister and Solicitor 550 Burrard Street - Suite 2300 Bentall 5, Vancouver BC V6C 2B5 Telephone: (604)443-7634	Execution Date  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD             2024-03-19         </div>	Transferor / Transferee / Party Signature(s)  <b>LUCKY ZA INVESTMENTS LTD.</b> by its authorized signatory(ies):   Name: LINLIN ZHANG
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**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  _____  (as to the signature of _____ only)	Execution Date  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD         </div>	Transferor / Transferee / Party Signature(s)  <b>CITY OF VANCOUVER</b> by its authorized signatory(ies):  _____ Name:  _____ Name:
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**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.

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, 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.</p>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
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TERMS OF INSTRUMENT - PART 2  
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as herein defined) is the legal and beneficial owner of the parcel of land at 998 Thurlow Street in the City of Vancouver (the "Lands") which has the legal description shown in Item 2 of the General Instrument Form C - Part 1 of this document.
- B. There is a 5 storey building situated on the Lands, known as "Washington Court", which is considered to be of heritage value (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) replicating as an addition a previously lost sixth storey and adding a seventh, eighth and ninth storey to the Heritage Building;
  - (ii) rehabilitating the exterior facades of the Heritage Building;
  - (iii) replacing the interior, fire-damaged structure of the Heritage Building, including installation of a new elevator to allow for accessibility;
  - (iv) designating the exterior facades of the Heritage Building as protected heritage property; and
  - (v) increasing the number of Dwelling Units to 85 units,
- and under development permit application No. DP-2023-00336 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City's *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, for the restoration, rehabilitation and conservation of the Heritage Building, accept the adding of the Heritage Building to the Vancouver Heritage Register, in the 'B' evaluation category therein, and accept the designation of the exterior facades of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) **"City"** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **"City of Vancouver"** means its geographic location and area;
- (b) **"Conservation Plan"** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
- (c) **"Development"** means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate the Heritage Building on the Lands pursuant to the DP Application;
- (d) **"Development Permit"** means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (e) **"DP Application"** has the meaning given above in the introductory paragraphs hereto;
- (f) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (g) **"General Manager of Planning, Urban Design, and Sustainability"** means the City's General Manager of Planning, Urban Design, and Sustainability appointed under the provisions of the *Vancouver Charter*;
- (h) **"Heritage Building"** has the meaning given above in the introductory paragraphs herein;
- (i) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (j) **"Heritage Designation"** means the City's designation of the structure and exterior envelope and exterior building materials of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;

- (k) "Lands" has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (m) "Owner" means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (n) "rehabilitate" and "rehabilitation" mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (o) "Rehabilitation Work" has the meaning given below herein;
- (p) "*Strata Property Act*" means the *Strata Property Act*, S.B.C. 1998, c.43, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (q) "Subdivision By-law" means the City's Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;
- (r) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (s) "*Zoning & Development By-law*" means the City's *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

**ARTICLE 2**  
**SECTION 219 COVENANT**  
**REHABILITATION AND CONSERVATION OF HERITAGE BUILDING**

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability:



- (i) within forty five (45) months after the date upon which the Development Permit is issued, plus any additional time by which the date of expiry of the Development Permit may be extended under the provisions of the *Zoning & Development By-law*, but in any event by no later than forty eight (48) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
  - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
  - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
  - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the General Manager of Planning, Urban Design, and Sustainability, a signed comprehensive completion status report, detailing the completion of the Rehabilitation Work and stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and the Development Permit (including any amendments thereto);
- (b) nobody will in any way use or occupy the Heritage Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the Heritage Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Heritage Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the General Manager of Planning, Urban Design, and Sustainability a signed comprehensive completion status report, detailing the completion of the Rehabilitation Work and stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and the Development Permit (including any amendments thereto); and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for the Heritage Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such

circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Heritage Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Heritage Building is vacated and unoccupied in accordance with this agreement;

- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter

in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;

- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

### ARTICLE 3 LETTER OF CREDIT

3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis the Heritage Building, may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;

- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy of the Heritage Building have been fulfilled;
- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to the estimated hard costs to complete the Rehabilitation Work plus thirty percent (30%) for soft costs, multiplied by two (2), with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4  
STATUTORY RIGHT OF WAY**

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.

4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

**ARTICLE 5  
DEBTS OWED TO CITY**

5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 6  
EQUITABLE CHARGE**

6.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest

thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

6.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

#### ARTICLE 7 BY-LAW VARIATIONS

7.1 The RM-5B District Schedule of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:

- (a) Section 3.1.1.1 is varied to increase the maximum permitted floor space ratio to 7.24.

#### ARTICLE 8 SUBDIVISION

8.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) subject to Section 8.2 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

8.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

#### ARTICLE 9 NOTICES

9.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records; and
- (b) if to the City:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

*Attention: City Clerk and Director of Legal Services,*

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3<sup>rd</sup>) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

#### ARTICLE 10 GENERAL

10.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

10.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably

necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

**10.4 Waiver.** 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.

**10.5 Time of Essence.** Time will be of the essence in respect of this agreement.

**10.6 Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

**10.7 City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or 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 other laws, 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.

**10.8 Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

**10.9 Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

**10.10 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 therein.

**10.11 Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

**10.12 City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar



authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

**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 25, 2023, Council gave conditional approval to the rezoning of the site at 5995-6015 Dunbar 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 23, 2024

5995-6015 Dunbar Street

**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

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Mayor

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City Clerk

**Schedule A**



The properties outlined in black ( **█** ) are rezoned:  
 From **R1-1** to **RR-2B**

RZ- 5995-6015 Dunbar Street

map: 1 of 1

scale: NTS



**City of Vancouver**

ph date: 2023-04-25

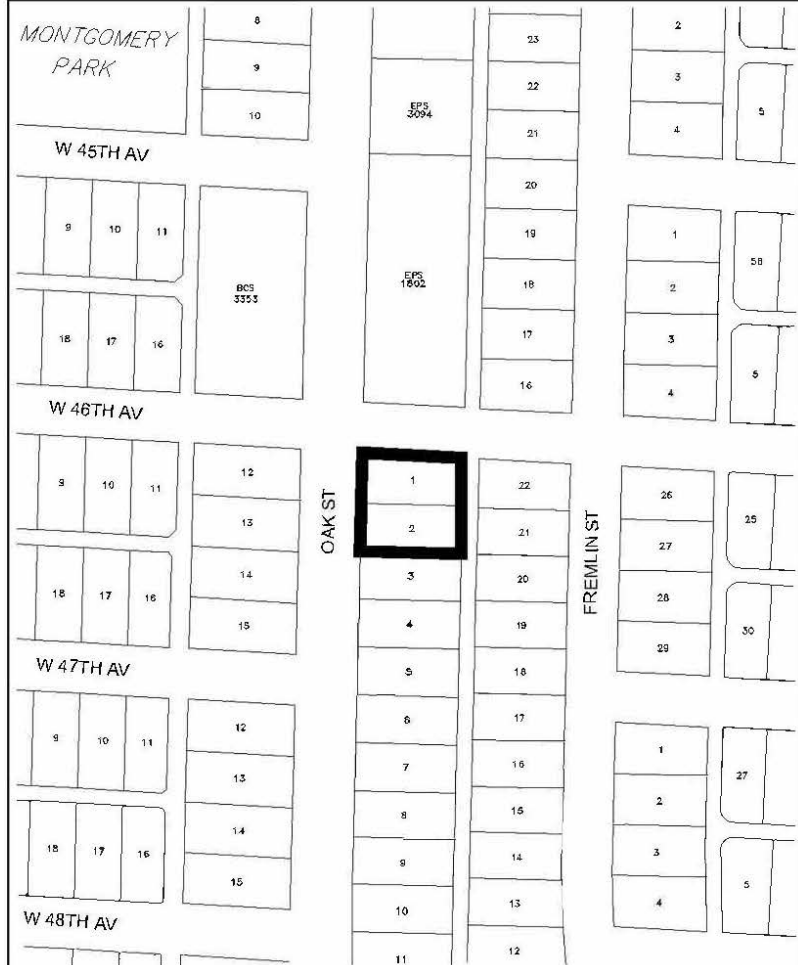
**EXPLANATION****A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area from R1-1 to RM-8AN**


Following the Public Hearing on June 11, 2019, Council gave conditional approval to the rezoning of the site at 6218-6230 Oak 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-1 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 23, 2024



**Schedule A**



The properties outlined in black (  ) are rezoned:

From **R1-1** to **RM-8AN**

**Z-754 (b)**

RZ - 6218-6230 Oak Street

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2019-05-13

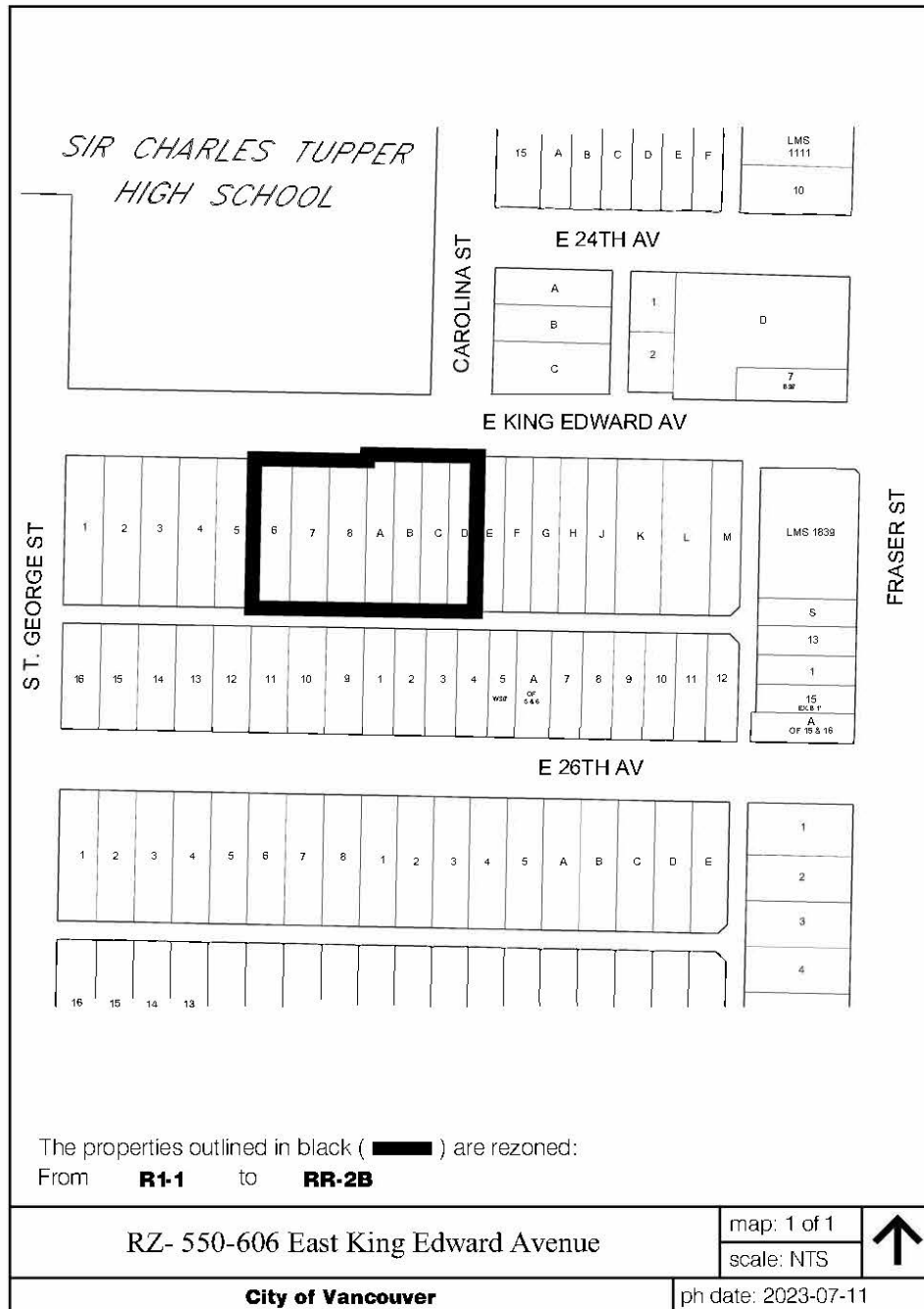
**EXPLANATION****A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area from R1-1 to RR-2B**

Following the Public Hearing on July 11, 2023, Council gave conditional approval to the rezoning of the site at 550 - 606 East King Edward Avenue. 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. 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 23, 2024







## EXPLANATION

### **A By-law to amend Zoning and Development By-law regarding miscellaneous amendments**

Following the Public Hearing on April 9, 2024, Council resolved to amend the Zoning and Development By-law regarding miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend Zoning and Development By-law  
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law.
2. In section 2, Council:
  - (a) in the definition of Rental Housing Unit:
    - (i) in subsection (a), strikes out “section 2.2.8” and substitutes “section 2.2.5”;
    - (ii) in subsection (e) strikes out “section 2.2.7” and substitutes “section 2.2.5”;
    - (iii) in subsection (f), strikes out “section 2.2.6” and substitutes “section 2.2.7”; and
    - (iv) in subsection (k), strikes out “section 2.2.4” and substitutes “section 2.2.5”.
3. In section 9, Council:
  - (a) in section 9.1.1, in the correct alphanumerical order under the Residential heading:
    - (i) adds “RM-8A”;
    - (ii) adds “RM-9N”; and
    - (iii) adds “RM-9BN”;
  - (b) in section 9.4.1(c), strikes out “RS” and substitutes “R1”; and
  - (c) in section 9.4.1(f), strikes out “commencing with the letters “RA”, “RS”, “RT”, “RM”, or “FM”” and substitutes “commencing with the letters or numbers or combination thereof “RA”, “R1”, “RT”, “RM”, or “FM””.
4. In sections 10.5.1(a) and 10.5.1(b), Council strikes out “by up” after “reduced”.
5. In section 11.3.8.4, Council adds “and 2 storeys” after “8.5 m”.
6. In section 4.1.2(c)(i) of the RT-7 District Schedule, Council strikes out “up to a maximum of 42 m<sup>2</sup>, and” and substitutes “up to a maximum of 42 m<sup>2</sup>, or”.
7. In section 4.1.2(c)(i) of the RT-8 District Schedule, Council strikes out “up to a maximum of 42 m<sup>2</sup>, and” and substitutes “up to a maximum of 42 m<sup>2</sup>, or”.
8. In section 1.1 of the RM-4 and RM-4N Districts Schedule, Council strikes out “Without limitation, applicable Council policies and guidelines for consideration include the Britannia and Woodland RM-4 and RM-4N Guidelines, Broadway Station Area RM-4 and RM-4N Guidelines,

Fairview Heights RM-4 Guidelines, Hudson Street RM-4 Guidelines, Joyce Street RM-4N Guidelines, Kitsilano RM-4 Guidelines, Marpole Triangle RM-4 Guidelines, Mount Pleasant RM-4 and RM-4N Guidelines, RM-3A, RM-4, and RM-4N Guidelines for Social Housing and Brewery Creek IC-3, C-3A, C-2C and RM-4/4N Guidelines.” and substitutes “Without limitation, applicable Council policies and guidelines for consideration include the RM-3A, RM-4, and RM-4N Guidelines for Social Housing.”

9. In the RM-6 District Schedule, Council:

- (a) strikes out sections 3.1.1.2 and 3.1.1.3; and
- (b) adds a new section 5 as follows:

**“5 RELAXATIONS**

5.1 Where a need for any public facility of a social, cultural or recreational nature has been demonstrated to the satisfaction of the Development Permit Board, the Board may relax for any 1 building, which includes 1 or more of such facilities, the maximum floor space ratio and may require that any such facility be preserved in the public domain by way of a registered agreement and operated by the City or its delegates.

5.2 In determining the increase in floor area that may be permitted under section 5.1 above, the Development Permit Board must consider:

- (a) the construction cost of the facility;
- (b) any costs to the developer of continuing maintenance required for the facility;
- (c) the rental value of the increased floor area;
- (d) the value of any authorized relaxation of other restrictions;
- (e) the opinion of City Council; and
- (f) all applicable Council policies and guidelines.”.

10. In section 4.1.2(d)(i) of the RM-7, RM-7N and RM-7AN Districts Schedule, Council strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”.

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

- (a) in section 1.1, strikes out “Without limitation, applicable Council policies and guidelines for consideration include the RM-8 and RM-8N Guidelines and RM-8A and RM-8AN Guidelines.” and substitutes “Without limitation, applicable Council policies and guidelines for consideration include the RM-8, RM-8N, RM-8A and RM-8AN Guidelines.”;
- (b) in section 4.2.2(d)(i), strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”;

- (c) in section 4.2.2(h)(iv), strikes out “1.83 m” and substitutes “1.8 m”.
12. In section 4.2.2(d)(i) of the RM-9A and RM-9AN Districts Schedule, Council strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”.
13. In section 4.2.2(d)(i) of the RM-9, RM-9N and RM-9BN Districts Schedule, Council strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”.
14. In section 4.2.2(d)(i) of the RM-10 and RM-10N Districts Schedule, Council strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”.
15. In the RM-11 and RM-11N Districts Schedule, Council:
- (a) in section 2.1, in the row for “Mixed-Use Residential Building”, adds “Conditional” in the second column under the Approval heading; and
  - (b) in section 4.2.2(d)(i), strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”.
16. In section 4.2.2(d)(i) of the RM-12N District Schedule, Council strikes out “up to a maximum of 48 m<sup>2</sup>, and” and substitutes “up to a maximum of 48 m<sup>2</sup>, or”.
17. In the R1-1 District Schedule, Council:
- (a) in section 1.1, strikes out “Duplexes and single detached houses may include additional dwelling units such as secondary suites, lock-off units and laneway houses.” and substitutes “Duplexes may include additional dwelling units such as secondary suites and lock-off units, and single detached houses may include additional dwelling units such as secondary suites and laneway houses.”;
  - (b) strikes out section 2.2.8(a) and substitutes the following:
    - “(a) consists of a single lot on record in the Land Title Office:
      - (i) prior to October 17, 2023, or
      - (ii) created by subdivision;”;
  - (c) strikes out section 2.2.14(b), and substitutes the following:
    - “(b) all accessory buildings are located:
      - (i) in the rear yard,
      - (ii) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
      - (iii) at least 0.6 m from the ultimate rear property line; and”.
18. In the RR-1 District Schedule, Council strikes out section 3.1.2.14 and substitutes the following:

- “3.1.2.14 The Director of Planning may:
- (a) vary the requirement for a partial storey in sections 3.1.2.11 and 3.1.2.12 above; and
  - (b) increase the maximum building height and floor-to-floor height,
- if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.”.

19. In the RR-2A, RR-2B and RR-2C Districts Schedule, Council:

- (a) strikes out 3.1.1.2(b)(i) and substitutes the following:
  - “(i) adjoins a dedicated lane at the rear, whether or not that lane is constructed, or is a double-fronting site,”
- (b) strikes out 3.1.1.3(b)(i) and substitutes the following:
  - “(i) adjoins a dedicated lane at the rear, whether or not that lane is constructed, or is a double-fronting site;”; and
- (b) strikes out section 3.1.2.15 and substitutes the following:

“3.1.2.15 The Director of Planning may:

  - (a) vary the requirement for a partial storey in section 3.1.2.13 above; and
  - (b) increase the maximum building height and floor-to-floor height,

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

20. In the RR-3A and RR-3B Districts Schedule, Council strikes out section 3.1.1.2(a) and substitutes the following:

- “(a) adjoins a dedicated lane at the rear, whether or not that lane is constructed, or is a double-fronting site;”.

21. In section 1.1 of the C-2 District Schedule, Council strikes out “Without limitation, applicable Council policies and guidelines for consideration include the C-2 Guidelines, Fraser Street C-2 Guidelines and C-2, C-2B, C-2C, and C-2C1 Guidelines for Residential Rental Tenure Buildings.” and substitutes “Without limitation, applicable Council policies and guidelines for consideration include the C-2 Guidelines and C-2, C-2B, C-2C, and C-2C1 Guidelines for Residential Rental Tenure Buildings.”.

22. In section 1.1 of the C-2C District Schedule, Council strikes out “Without limitation, applicable Council policies and guidelines for consideration include the C-2B, C-2C and C-2C1

Guidelines, C-2C Broadway and Commercial Drive, Brewery Creek IC-3, C-3A, C-2C and RM-4/4N Guidelines and C-2, C-2B, C-2C, and C-2C1 Guidelines for Residential Rental Tenure Buildings.” and substitutes “Without limitation, applicable Council policies and guidelines for consideration include the C-2B, C-2C and C-2C1 Guidelines, C-2C Broadway and Commercial Drive Guidelines, and C-2, C-2B, C-2C, and C-2C1 Guidelines for Residential Rental Tenure Buildings.”.

23. In section 1.1 of the C-3A District Schedule, Council strikes out “Without limitation, applicable Council policies and guidelines for consideration include 605 - 645 West Eighth Avenue C-3A Guidelines, Broadway-Arbutus C-3A and 2000 Block West 10th Avenue (North Side) Guidelines, Broadway/Commercial C-3A Guidelines, Burrard Slopes C-3A Guidelines, Cambie Street (East Side) C-3A Guidelines, Central Broadway C-3A Urban Design Guidelines, Main Street C-3A Guidelines and North Burrard C-3A Guidelines.” and substitutes “Without limitation, applicable Council policies and guidelines for consideration include Broadway-Arbutus C-3A and 2000 Block West 10th Avenue (North Side) Guidelines, Broadway/Commercial C-3A Guidelines, Burrard Slopes C-3A Guidelines, Cambie Street (East Side) C-3A Guidelines, Central Broadway C-3A Urban Design Guidelines, Main Street C-3A Guidelines and North Burrard C-3A Guidelines.”.

24. In section 3.1.2.5(a) of the C-5, C-5A and C-6 Districts Schedule, Council strikes out the word “not”.

25. In the FC-2 District Schedule, Council

(a) strikes section 3.1.2.11 and substitutes the following:

“3.1.2.11 The Director of Planning may decrease the minimum side yard width or side setback requirements in section 3.1.2.10 above for portions of the building if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.”;

(b) strikes out section 3.2.2.11 and substitutes the following:

“3.2.2.11 The Director of Planning may decrease the minimum side yard width or side setback requirements in section 3.2.2.10 above for portions of the building if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.”;

(c) strikes out 3.3.2.11 and substitutes the following:

“3.3.2.11 The Director of Planning may decrease the minimum side yard width or side setback requirements in section 3.3.2.10 above for portions of the building if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.”; and

(d) strikes out section 3.4.2.11 and substitutes the following:

“3.4.2.11 The Director of Planning may decrease the minimum side yard width or side setback requirements in section 3.4.2.10 above for portions of the building if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.”.



26. In the I-1 District Schedule, Council:

- (a) in section 1.1, strikes out “Without limitation, applicable Council policies and guidelines for consideration include the Mount Pleasant I-1 Guidelines.”;
- (b) in section 3.1.1.1(b)(i), strikes out “to a maximum additional floor space ratio of 1.00 if an equal amount of floor area on the ground floor is used for a use listed in section 3.1.1.1(a) above” and substitutes “to a maximum additional floor space ratio of 1.00 for all other uses combined if an equal amount of floor area is provided for uses listed in section 3.1.1.1(a) above”; and
- (c) in section 3.1.1.2(a), strikes out “additional” and substitutes “total”.

27. In section 3.1.1.1(b)(i) of the I-1A District Schedule and the I-1B District Schedule, Council strikes out “to a maximum additional floor space ratio of 1.00 if an equal amount of floor area on the ground floor is used for a use listed in section 3.1.1.1(a) above” and substitutes “to a maximum additional floor space ratio of 1.00 for all other uses combined if an equal amount of floor area is provided for uses listed in section 3.1.1.1(a) above”.

28. In section 1.1 of the IC-3 District Schedule, Council strikes out “Without limitation, applicable Council policies and guidelines for consideration include the Brewery Creek IC-3, C-3A, C-2C and RM-4/4N Guidelines, False Creek Flats Urban Design Policies and Guidelines for IC-3 and Downtown District and IC-3 District Policies and Procedures for Low Cost Rental Artist Studios.” and substitutes “Without limitation, applicable Council policies and guidelines for consideration include the False Creek Flats Urban Design Policies and Guidelines for IC-3 and Downtown District and IC-3 District Policies and Procedures for Low Cost Rental Artist Studios.”.

29. In the table in Schedule F, Council:

- (a) strikes out “914.93 per m<sup>2</sup>” and substitutes “\$914.93 per m<sup>2</sup>”; and
- (b) under the first column, in the entry for RM-12N, strikes out “(Grandview-Woodland” and substitutes “(Grandview-Woodland)”.

30. 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.

31. This by-law is to come into force and take effect upon enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Central Waterfront Official Development Plan By-law No. 5261  
regarding miscellaneous amendments**

Following the Public Hearing on April 9, 2024, Council resolved to amend the Central Waterfront Official Development Plan By-law regarding miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend Central Waterfront Official Development Plan By-law No. 5261  
regarding miscellaneous amendments**

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

- 1. This by-law amends the indicated provisions of Schedule A of the Central Waterfront Official Development Plan By-law No. 5261.
- 2. Council strikes out section 5.1.10 in its entirety, and substitutes the following:  
“5.1.10 [Parking deleted -- See Parking By-law.]”.
- 3. Council strikes out section 5.1.11 in its entirety and substitutes the following:  
“5.1.11 [Loading deleted -- See Parking By-law.]”.
- 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 the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend Coal Harbour Official Development Plan By-law No. 6754 regarding a miscellaneous amendment**

Following the Public Hearing on April 9, 2024, Council resolved to amend the Coal Harbour Official Development Plan By-law regarding a miscellaneous amendment. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend Coal Harbour Official Development Plan By-law No. 6754  
regarding a miscellaneous amendment**

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

1. This by-law amends the indicated provisions of Schedule A of the Coal Harbour Official Development Plan No. 6754.
2. Council strikes out section 2.1, and renumbers section 2.2 and sections 2.2.1 through 2.2.7 as sections 2.1 and 2.1.1 through 2.1.7, respectively.
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 East Fraser Lands Official Development Plan By-law No. 9393  
regarding a miscellaneous amendment**

Following the Public Hearing on April 9, 2024, Council resolved to amend the East Fraser Lands Official Development Plan By-law regarding a miscellaneous amendment. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend East Fraser Lands Official Development Plan By-law No. 9393  
regarding a miscellaneous amendment**

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

1. This by-law amends the indicated provisions of Schedule A of the East Fraser Lands Official Development Plan No. 9393.
2. In the Preamble, Council strikes out the paragraph under the heading “Policy Origins” and substitutes the following:

“The city’s Industrial Lands Strategy (1995) stated that, if the sawmill ceased operations, the city should re-evaluate the future of EFL.”
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 False Creek North Official Development Plan By-law No. 6650  
regarding miscellaneous amendments**

Following the Public Hearing on April 9, 2024, Council resolved to amend the False Creek North Official Development Plan By-law regarding miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
April 23, 2024



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

**A By-law to amend False Creek North Official Development Plan By-law No. 6650  
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Schedule A of the False Creek North Official Development Plan By-law No. 6650.
2. Council strikes out section 2.1, and renumbers section 2.2 and sections 2.2.1 through 2.2.7 as section 2.1 and sections 2.1.1 through 2.1.7, respectively.
3. In section 2.1, Council strikes out “Within the framework of the policies set out in the False Creek Policy Broadsheets, seven major organizing design principles guide the development of False Creek North.” and substitutes “Seven major organizing design principles guide the development of False Creek North.”.
4. Council strikes out section 3.7 in its entirety, and substitutes the following:  
  
**“3.7 Parking and Loading**  
  
[Text deleted – See Parking By-law.]”.
5. In section 5, Council strikes out “, having regard to the policies set out in the False Creek Policy Broadsheets”.
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 the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend Southeast Granville Slopes Official Development Plan By-law No. 5752 regarding miscellaneous amendments**

Following the Public Hearing on April 9, 2024, Council resolved to amend the Southeast Granville Slopes Official Development Plan By-law regarding miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend  
Southeast Granville Slopes Official Development Plan By-law No. 5752  
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Schedule A of the Southeast Granville Slopes Official Development Plan By-law No. 5752.
2. Council strikes out 6.4.1(c), including Table 1, and substitutes the following:  
“(c) [Parking minimum requirements deleted -- See Parking By-law.]; and”
3. Council strikes out section 6.4.2 in its entirety, including Table 2, and substitutes the following:  
“6.4.2 “[Off-street Loading and Service deleted -- See Parking By-law.]”.
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 the date of its enactment.

ENACTED by Council this                    day of                    , 2024

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend Miscellaneous Fees By-law No. 5664 regarding a miscellaneous amendment**

Following the Public Hearing on April 9, 2024, Council resolved to amend the Miscellaneous Fees By-law to clarify building grade fee refunds. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend  
Miscellaneous Fees By-law No. 5664  
regarding a miscellaneous amendment**

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

1. This by-law amends the indicated provisions of Miscellaneous Fees By-law No. 5664.
2. In section 8, Council adds “or, in the case of any fees paid under section 8 of Schedule 1, as is recommended by the City Engineer” after “the Director of Planning”.
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 the Subdivision By-law No. 5208  
regarding a miscellaneous amendment**

Following the Public Hearing on April 9, 2024, Council resolved to amend the Subdivision By-law to correct a district schedule reference. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend the Subdivision By-law No. 5208  
regarding a miscellaneous amendment**

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

1. This by-law amends the indicated provisions of the Subdivision By-law No. 5208.
2. In Table 1 of Schedule A, Council strikes out “RM-12” and substitutes “RM-12N”.
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****Authorization to enter into a Housing Agreement  
Re: 1045 Burnaby Street**

After a public hearing on April 27, 2023, Council approved in principle the land owner's application to rezone the above noted property from RM-5A (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was 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 23, 2024



**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 1045 Burnaby Street**

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

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

PID: 031-972-462                      Lot A District Lot 185 Group 1 New Westminster District  
Plan EPP129016

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

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



1. Application

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

Nicholas Shon  
038938-167207 (NJG)

2. Description of Land

PID/Plan Number	Legal Description
031-972-462	LOT A DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP129016

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Land Title Act Section 219</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant with one registration number less than this priority agreement priority over Mortgage CA9268244 and Assignment of Rents CA9268245 in favour of The Bank of Nova Scotia.</b>

4. Terms

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

5. Transferor(s)

**1318743 B.C. LTD., NO. BC1318743**  
**THE BANK OF NOVA SCOTIA, AS TO PRIORITY**

6. Transferee(s)

**THE 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

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

Execution Date

YYYY-MM-DD  
2024-04-07

Transferor / Transferee / Party Signature(s)

**1318743 B.C. LTD.**  
By their Authorized Signatory

  
Name: Adrien Rahbar

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)

**THE BANK OF NOVA SCOTIA**  
By their Authorized Signatory

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

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

**Officer Certification**

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



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**THE CITY OF VANCOUVER**  
By their Authorized Signatory

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

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

**Officer Certification**

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

**Electronic Signature**

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

TERMS OF INSTRUMENT - PART 2  
 HOUSING AGREEMENT AND BUILDING USE COVENANT  
 SECURED RENTAL AND BELOW-MARKET RENTAL HOUSING  
 1045 BURNABY STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, **1318743 B.C. LTD.** is called the "Owner", as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-5A (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

**ARTICLE 1  
 DEFINITIONS AND INTERPRETATION**

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Below-Market Rental Housing"** means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Criteria for 100% Secured Rental and Below-Market Housing as an Alternative to Inclusionary Social Housing in the Burrard Corridor of the West End Community Plan;
- (c) **"Below-Market Rental Housing Rent Roll"** means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;
- (d) **"Below-Market Rental Housing Report"** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;
- (e) **"Below-Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Below-Market Rental Housing Unit"** means any one of such units;
- (f) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (g) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (h) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (i) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (j) **"CMHC Rental Market Survey"** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (k) **"Criteria for 100% Secured Rental and Below-Market Housing as an Alternative to Inclusionary Social Housing in the Burrard Corridor of the West End Community Plan"** means the policy adopted by City Council on November 24, 2020, as may be amended from time to time hereafter, which policy provides for, inter

alia, the criteria to allow for rezoning applications, within rezoning areas D and E of the Burrard Corridor in the West End Community Plan, to provide for 100% secured rental housing in which a minimum of 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is secured as below-market rental;

- (l) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (m) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (n) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (o) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (p) **"Eligible Person"** means a person who:
  - (i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;
  - (ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and
  - (iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:
    - (A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
    - (B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
    - (C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;

- (D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
- (E) be:
- I. a Canadian citizen;
  - II. an individual lawfully admitted into Canada for permanent residency;
  - III. a refugee sponsored by the Government of Canada; or
  - IV. an individual who has applied for refugee status, and who, at the start of the tenancy, has resided in British Columbia for the past twelve (12) consecutive months, or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion;
- (q) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (r) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein);
- (s) **"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;
- (t) **"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;
- (u) **"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;
- (v) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (w) "**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;
- (x) "**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;
- (y) "**New Building**" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (z) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (aa) "**Occupants**" means persons for whom a Rental Housing Unit serves as their Principal Residence and an "**Occupant**" means any one of them, as the context requires;
- (bb) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, **1318743 B.C. Ltd.** and its successors and assigns;
- (cc) "**Owner's Personnel**" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (dd) "**Personal Information Protection Act**" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ee) "**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;

- (ff) **"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;
- (gg) **"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;
- (hh) **"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;
- (ii) **"Replacement Below-Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Below-Market Rental Housing Unit"** means one such unit;
- (jj) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (kk) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (ll) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (mm) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (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 Below-Market Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Below-Market Rental Housing Unit:

- (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Below-Market Rental Housing Unit is an Eligible Person;
- (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Below-Market Rental Housing Unit is an Eligible Person; and
- (iii) such other information regarding such Below-Market Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

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

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

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

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:
  - (a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "**For-Profit Affordable Rental Housing Units**"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20%) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing (the "**Below-Market Rental Housing Units**"), all in accordance with the terms of this Agreement, the

Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement For-Profit Affordable Rental Housing Units**") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement Below-Market Rental Housing Units**") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;

- (d) not less than:
  - (i) 35% of the For-Profit Affordable Rental Housing Units; and
  - (ii) 35% of the Below-Market Rental Housing Units;
 will have two or more bedrooms;
- (e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
  - (i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
  - (ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Below-Market Rental Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
  - (iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;

- (iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;
- (v) each Tenancy Agreement shall include:
  - (A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;
  - (B) the names of all Occupants of the respective Below-Market Rental Housing Unit;
  - (C) a term that is not less than one month;
  - (D) clauses providing that:
    - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
    - II. any person not identified in the Tenancy Agreement shall not reside at the Below-Market Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
    - III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;
    - IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
    - V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
    - VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:
      - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
      - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an

Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and

- VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;
- (E) a clause:
- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
  - II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Below-Market Rental Housing Unit,
- unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and
- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Below-Market Rental Housing Unit, which steps will include:
- (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
  - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
  - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
  - (D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;



- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
  - (i) prior to renting a Below-Market Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Below-Market Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Below-Market Rental Housing Unit upon occupancy; and
  - (ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
  - (i) the initial rental rates for tenancies of:
    - (A) not less than 30% of the Below-Market Rental Housing Units will not exceed an amount that is 50% below; and
    - (B) the remaining Below-Market Rental Housing Units will not exceed an amount that is 20% below,  
the average market rent for zone 2 (English Bay) according to the CMHC Rental Market Survey:
    - (C) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
    - (D) for all subsequent tenancies, most recently published at the time when the respective tenancy of a Below-Market Rental Housing Unit commences;
  - (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Below-Market Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Below-Market Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;
  - (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Below-Market Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a

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

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

### ARTICLE 3 DEVELOPMENT RESTRICTION ON THE LANDS

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

**ARTICLE 4  
BUILDING RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
    - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
  - (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5  
OCCUPANCY RESTRICTION ON THE LANDS**

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
    - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
  - (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel

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

#### ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of//for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:
- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
  - (b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;
  - (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
    - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
    - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and
  - (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

#### ARTICLE 7 ENFORCEMENT

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

**ARTICLE 8  
RELEASE AND INDEMNITY**

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

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

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

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
- C. withholding any permit pursuant to this Agreement; or
- D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- B. withholding any permit pursuant to this Agreement;
- C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

- D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

#### 8.2 Conduct of Proceedings.

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

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

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(b), the party having conduct of the proceedings will, upon written request of

the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

## ARTICLE 9 NOTICES

- 9.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

If to the City, addressed to:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

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

If to the Owner, addressed to:

1318743 B.C. Ltd.  
700-700 West Pender Street  
Vancouver, BC V6C 1G8

Attention: President

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



**ARTICLE 10  
MISCELLANEOUS**

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:
- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
  - (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.

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

- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 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 General Instrument - Part 2 to which these terms are attached.

SCHEDULE A  
BELOW-MARKET RENTAL HOUSING REPORT

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

(01580031v1)

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means Mortgage CA9268244 and Assignment of Rents CA9268245;
- (b) **"Existing Chargeholder"** means The Bank of Nova Scotia;
- (c) **"New Charges"** means the registrable interests, charges, liens and encumbrances contained in the attached 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 attached 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****Authorization to enter into a Housing Agreement  
Re: 998 Thurlow Street**

On August 29, 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 23, 2024

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 998 Thurlow Street**

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

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

002-420-601

LOT 10 BLOCK 7 DISTRICT LOT 185 PLAN 92

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

<p><b>Gowling WLG (Canada) LLP</b>  <b>550 Burrard Street</b>  <b>Suite 2300, Bentall 5</b>  <b>Vancouver BC V6C 2B5</b>  <b>604.683.6498</b></p>
---

V52460 / MAB/JM  
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
<b>002-420-601</b>	<b>LOT 10 BLOCK 7 DISTRICT LOT 185 PLAN 92</b>

3. Nature of Interest

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

4. Terms

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

5. Transferor(s)

**LUCKY ZA INVESTMENTS LTD., NO.BC0884727**

6. Transferee(s)

<p><b>CITY OF VANCOUVER</b>  <b>453 WEST 12TH AVENUE</b>  <b>VANCOUVER BC V5Y 1V4</b></p>
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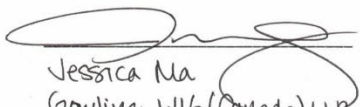
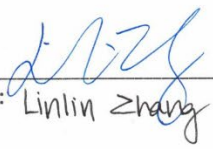
7. Additional or Modified Terms





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.

<p>Witnessing Officer Signature</p>  <p>Jessica Ma        Gowling WLG (Canada) LLP        Barrister + Solicitor        550 Burrard St. - Suite 2300        Bentall 5 Vancouver, BC V6C 2B5        Officer Certification (604) 443-7634</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">         YYYY-MM-DD           2024-04-11       </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p><b>LUCKY ZA INVESTMENTS LTD.</b>        by its authorized signatory:</p>  <p>Name: Linlin Zhang</p>
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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.

<p>Witnessing Officer Signature</p> <p>_____</p> <p>(as to the signature of _____        only)</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">         YYYY-MM-DD           _____       </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p><b>CITY OF VANCOUVER</b>        by its authorized signatory(ies):</p> <p>_____</p> <p>Name: _____</p> <p>_____</p> <p>Name: _____</p>
--	--	---

**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.

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, 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.</p>	<div style="border: 1px solid black; width: 100%; height: 40px;"></div>
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**TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
(SECURED MARKET RENTAL)**

**988 THURLOW STREET**

**WHEREAS:**

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

- (i) the Transferor, **LUCKY ZA INVESTMENTS LTD.**, is herein called the “**Owner**” as more particularly defined in Section 1.1(s); and
- (ii) the Transferee, **CITY OF VANCOUVER**, is herein called the “**City**” or the “**City of Vancouver**” when referring to corporate entity, and “**Vancouver**” when referring to geographic location;

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

C. The Owner made a development permit application for the Lands under number DP-2023-00336 (the “**Development Permit Application**”) to develop the Lands by retaining and restoring the facades of the existing 5-storey heritage building situated on the Lands known as “Washington Court Apartments”, restoring the original 6th floor heritage facade and cornice of the heritage building, adding 3 storeys above and a basement and sub-basement level to accommodate additional bike parking, storage and mechanical/electrical spaces, and increasing the number of dwelling units to 85 units;

D. The Development Permit Application was approved in principle subject to, *inter alia*, fulfilment of the condition 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 and a Section 219 Covenant securing 85 residential units in the Building as secured market rental housing units, 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:

- (i) a no separate sales covenant;
- (ii) a no stratification covenant;
- (iii) that none of such units will be rented for less than one month at a time; and
- (iv) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require,

(the “**Market Rental Housing Condition**”); and

E. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner

{02072118v2}  
March 20, 2024  
V5246061792100\2

Housing Agreement and Building Use Covenant (Market Rental)  
998 Thurlow Street

and the City, 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 Building:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **“Building”** means each existing building located on the Lands, any alterations thereto, and each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
- (g) **“Development Permit”** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit Application;
- (h) **“Development Permit Application”** has the meaning ascribed to that term in Recital C;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **“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;
- (k) **“High-Density Housing for Families With Children Guidelines”** means the City’s High-Density Housing for Families With Children Guidelines adopted by the City’s elected council on March 24, 1992, as the same may be amended, supplemented

and/or replaced from time to time; **“Housing Unit”** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **“Lands”** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgments, 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;
- (o) **“Market Rental Housing”** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital D;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (r) **“Occupancy Permit”** means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **“Owner”** means the Transferor, LUCKY ZA INVESTMENTS LTD., and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(k) and **“Replacement Rental Housing Units”** means all of such units;
- (v) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (w) **“Term”** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units;
- (x) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (y) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

**1.2 Interpretation.** In this Agreement:

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

its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

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

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out any development on the Lands after the Commencement Date, it will construct, fit, and finish and throughout the Term will maintain, at its sole cost and expense, the Building to contain eighty-five (85) Housing Units and related amenity and parking spaces in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the “**Market Rental Housing Units**”), all to the satisfaction of the City;
- (c) throughout the Term, not less than:
  - (i) thirty (30) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will be studio units;
  - (ii) thirty-two (32) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have one (1) bedroom; and
  - (iii) twenty-three (23) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have two (2) bedrooms,
- (iv) provided that, subject to the approval and confirmation in writing by the General Manager of Planning, Urban Design and Sustainability or the Development Permit Board in their sole discretion, and compliance with this Agreement and any issued Development Permit and/or Building Permit and all applicable City by-laws and policies, such unit mix may be adjusted prior to issuance of the Development Permit and/or prior to issuance of the Occupancy Permit, without amendment to this Agreement, so long as no less than twenty percent (20%) of the Market Rental Housing Units (or Replacement Rental

Housing Units, as applicable) have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines in force at the time of issuance of a building permit for the Market Rental Housing Units or Replacement Rental Housing Units, as applicable;

- (d) throughout the Term, not less than all the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units subject further to Section 7.8;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided, whether by subdivision plan, strata plan, air space plan, or otherwise, without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as

damage occurs, to at least as good a state and condition as existed before such damage occurred; and

- (k) if the Building is destroyed or demolished before the end of the 60<sup>th</sup> anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City.

### **ARTICLE 3 RECORD KEEPING**

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

### **ARTICLE 4 ENFORCEMENT**

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

### **ARTICLE 5 RELEASE AND INDEMNITY**

**5.1** **Release and Indemnity.** Subject to Section 5.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
- (i) by reason of the City or City Personnel:
- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Market Rental Housing Units;



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

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

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

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

## 5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 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 written 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, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

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

- (b) If to the Owner:

**Lucky ZA Investments Ltd.**  
910 Beachview Drive  
North Vancouver, British Columbia  
V7G1R1

Attention: Linlin Zhang

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

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal

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

(d) if personally delivered, on the date when delivered,

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

#### **ARTICLE 7 MISCELLANEOUS**

**7.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

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

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

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

**7.5 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

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

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

**7.8 Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/ transferee enters into an assumption agreement as provided in this Section 7.8, the selling/ transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

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

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

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

**END OF DOCUMENT**

## EXPLANATION

### **A By-law to amend False Creek North Official Development Plan By-law No. 6650 regarding amendments to allow increased social housing**

Following the Public Hearing on July 13, 2023, Council resolved to amend the False Creek North Official Development Plan By-law to add residential floor area for the delivery of social housing development. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend False Creek North  
Official Development Plan By-law No. 6650  
regarding amendments to allow increased social housing**

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

1. This by-law amends the indicated provisions of the False Creek North Official Development Plan By-law No. 6650.
2. Under the “List of Figures”, Council:
  - (a) strikes out the line for Figure 4 in its entirety; and
  - (b) in the line for Figure 12b, strikes out “Non-Market Housing Sites” and substitutes “Social Housing Sites”.
3. Council strikes out Section 3.3.1, and substitutes:

**“3.3.1 Residential**

It is intended that False Creek North be a predominantly residential area to achieve regional and City objectives. In addition to dwelling uses, other complementary uses are also permitted to provide for the needs of residents and deliver a complete community.

The floor areas permitted within each area are subject to satisfactory resolution of:

- (a) livability for various household types; and
- (b) compatibility with adjacent development,

as determined prior to the enactment of each sub-area zoning.

The maximum floor area which may be permitted within each area may be increased by up to 10%, provided that the total floor area is not increased, and subject to satisfactory resolution of (a) and (b), above.

All development shall be required to meet the *High Density Housing for Families with Children Guidelines*. Of the total number of dwelling units, 25% shall be suitable for families with small children or as required in the *Family Room: Housing Mix Policy for Rezoning Projects*, if applicable.

For rezoning applications the following social housing requirements apply:

- (a) for sites located at 1502 Granville Street, 431 Beach Crescent, and 900 Pacific Boulevard, 20% of residential floor area above the maximum permitted residential floor area set out in the applicable CD-1 by-laws as of November 30, 2022 shall be designated for social housing;

- (b) for all other rezoning applications, 20% of the total residential floor area shall be designated for social housing; and
- (c) notwithstanding (a) and (b), rezoning applications received prior to November 30, 2022 may be exempt from this requirement.

Temporary modular housing is permitted, subject to Section 11 of the Zoning and Development By-law. Temporary modular housing is not subject to any of the use or design provisions of this ODP.”.

4. In Section 3.5.2.1, Council strikes out the fourth bullet and substitutes:

“

- a minimum of eight child day care facilities that meet the *Community Care Facilities Licensing* requirements and all applicable design standards; opportunities for school age care spaces are also encouraged;”.

5. In Section 7, Council:

- (a) strikes out Figure 4 in its entirety;
- (b) strikes out Figures #12b L and #12b R and substitutes Figures #12b L and #12b R as attached to this by-law as Schedule A; and
- (c) strikes out Figures #12c L and #12c R and substitutes Figures #12c L and #12c R as attached to this by-law as Schedule B.

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 the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

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

Figure 12b L

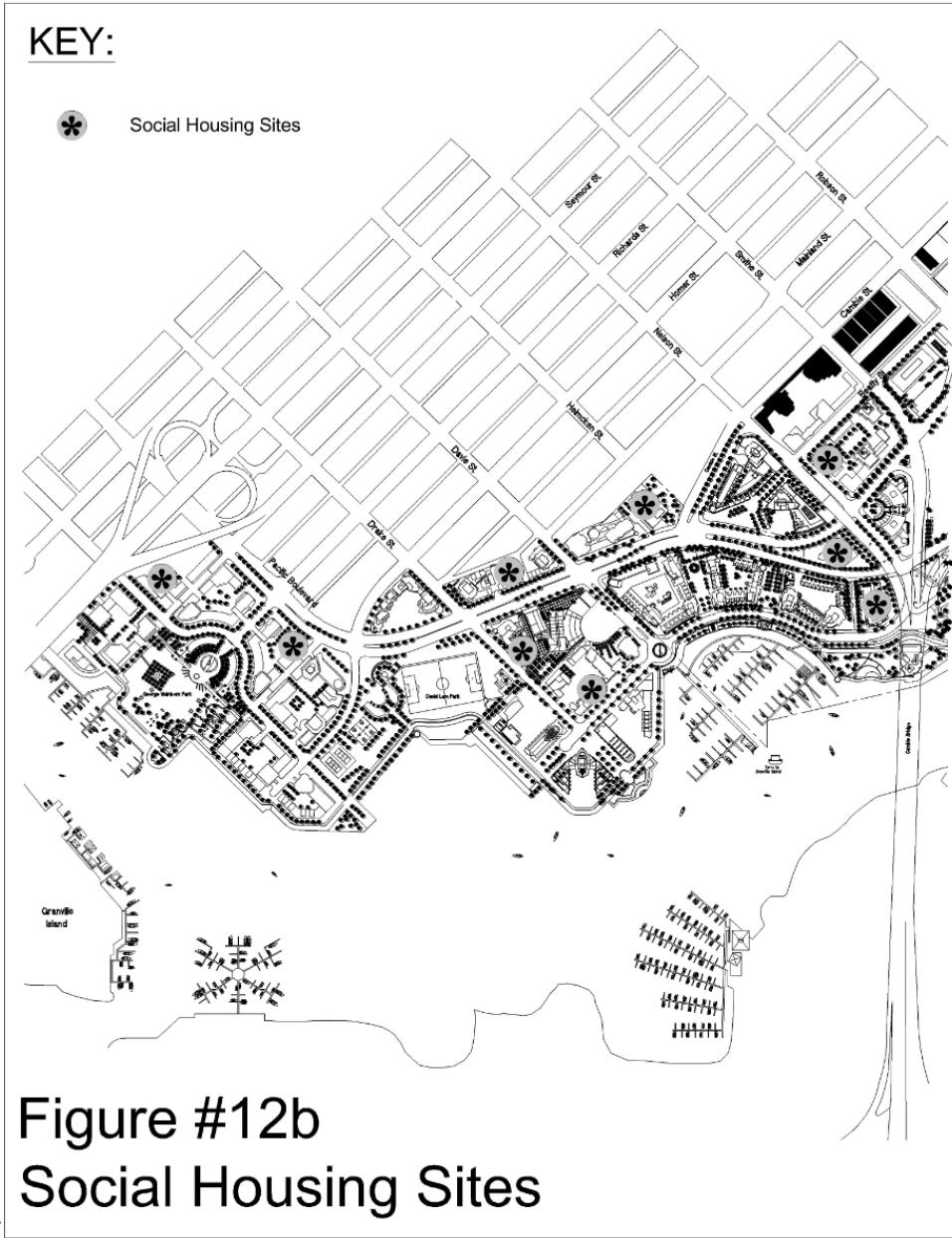
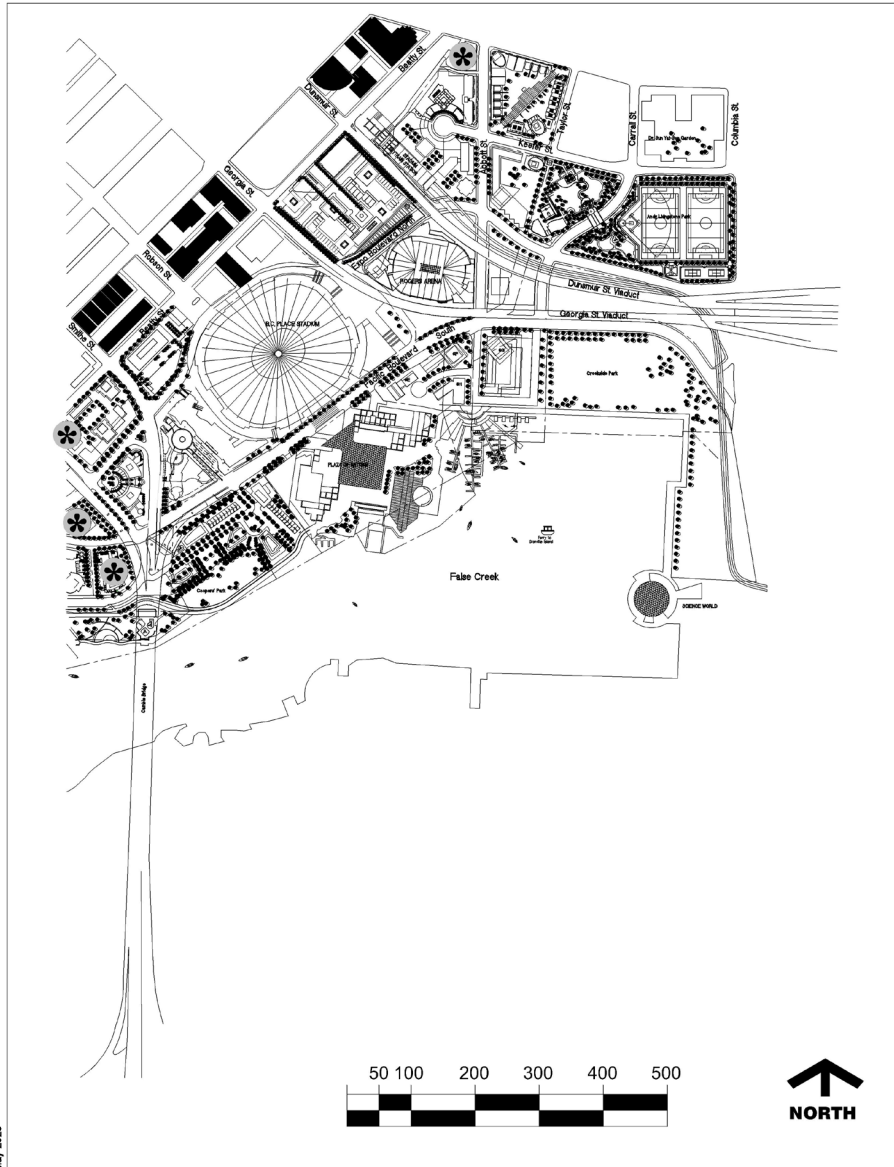




Figure 12b R



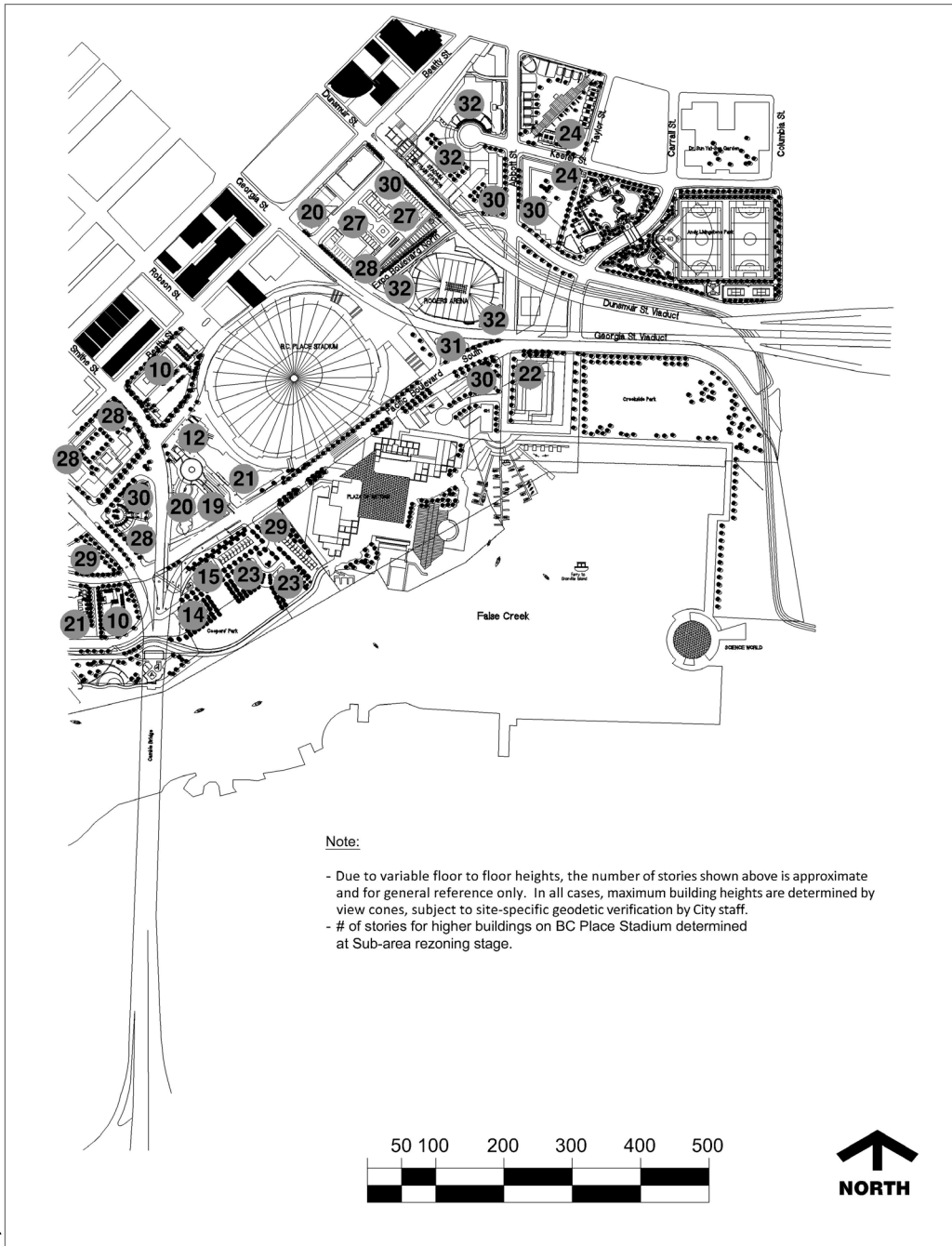
May 2023

Schedule B

Figure 12c L



Figure 12c R



May 2023

**EXPLANATION****A By-law to amend CD-1 (324) By-law No. 7248**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (324) for 800-1100 Pacific Boulevard as part of a number of consequential amendments to the False Creek North Official Development Plan By-law amendments regarding social housing development. 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 23, 2024

800-1100 Pacific Boulevard

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

**A By-law to amend CD-1 (324) By-law No. 7248**

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. 7248.
2. Council strikes out Section 1 and substitutes:

“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 plans attached as Schedules A, B and C to this by law, and incorporates Schedules A, B and C into Schedule D of By law No. 3575.”.
3. In Section 3, Council strikes out the following:

“**Core-need Household** means a household which would have to spend more than 30 percent of its annual gross income on shelter (including utilities) in order to live in an average market rental unit which is adequate and suitable for its basic needs.”.
4. In Section 4, Council strikes out 4(b) and substitutes the following:

“(b) Dwelling Uses, limited to Mixed-Use Residential Building and Multiple Dwelling;”.
5. Council strikes out Section 5 and substitutes the following:

**“5 Conditions of Use**

  - 5.1 The design and layout of at least 25% of the total number of dwelling units must:
    - (a) be suitable for family housing; and
    - (b) include two or more bedrooms.
  - 5.2 Notwithstanding section 5.1, for sub-areas A and B in Schedule A, the design and layout of at least 35% of the total number of dwelling units must:
    - (a) be suitable for family housing; and
    - (b) include two or more bedrooms.”
6. In Section 6, Council:
  - (a) in Section 6.1, Council:

- (i) strikes out “The total floor area” and substitutes “Subject to section 6.2, the total floor area”; and
- (ii) strikes out Table 1 and substitutes the following:

**“Table 1**

<b>Use</b>	<b>Maximum Floor Area</b>
Residential Uses	249 543 m <sup>2</sup>
Live-work Uses	788 m <sup>2</sup>
Retail, Service and Office Uses	33 822 m <sup>2</sup>

”;

- (b) renumbers Sections 6.2 through 6.5 as Sections 6.3 through 6.6, respectively;
- (c) adds a new Section 6.2 as follows:

“6.2 The total floor area for residential uses in sub-areas A and B in Schedule A must not exceed the totals set opposite such sub-areas in Table 1a.”

**Table 1a**

<b>Sub-area</b>	<b>Maximum Floor Area for Residential Uses</b>
A	19 300 m <sup>2</sup>
B	23 600 m <sup>2</sup>

”;

- (d) in Section 6.4(a), strikes out “eight percent” and substitutes “twelve percent”;
- (e) strikes out Section 6.4(h) and substitutes the following:
  - “(h) The Director of Planning or Development Permit Board may exclude indoor or outdoor 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;”;
- (f) in Section 6.5(a)(i), strikes out “eight percent” and substitutes “twelve percent”; and
- (g) in Section 6.6, strikes out Table 2 and substitutes the following:

**“Table 2 - Neighbourhood Maximum Floor Area (in square metres)**

Neighbourhood	Land Use	
	Residential	Retail, Service and Office
Area 1 (By-law No. 7675)	230 446	1 950
Area 2 (By-law No. 7156)	114 247	1 858
Area 3 (By-law No. 6757)	84 379	3 720
Area 4/5A (By-law No. 7248)	249 543	34 610
Total	678 615	42 138

7. Council strikes out Section 8.3.

8. In Section 9, Council adds the following new section:

**“9.7** Notwithstanding sections 9.1 to 9.6, for sub-areas A and B in Schedule A, any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, bicycle, and passenger loading spaces, all as defined under the Parking By-law No. 6059.”.

9. In Section 10, Council adds the following new section:

**“10.6** Notwithstanding sections 10.1 to 10.5, for sub-areas A and B in Schedule A, any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, bicycle, and passenger loading spaces, all as defined under the Parking By-law No. 6059.”.

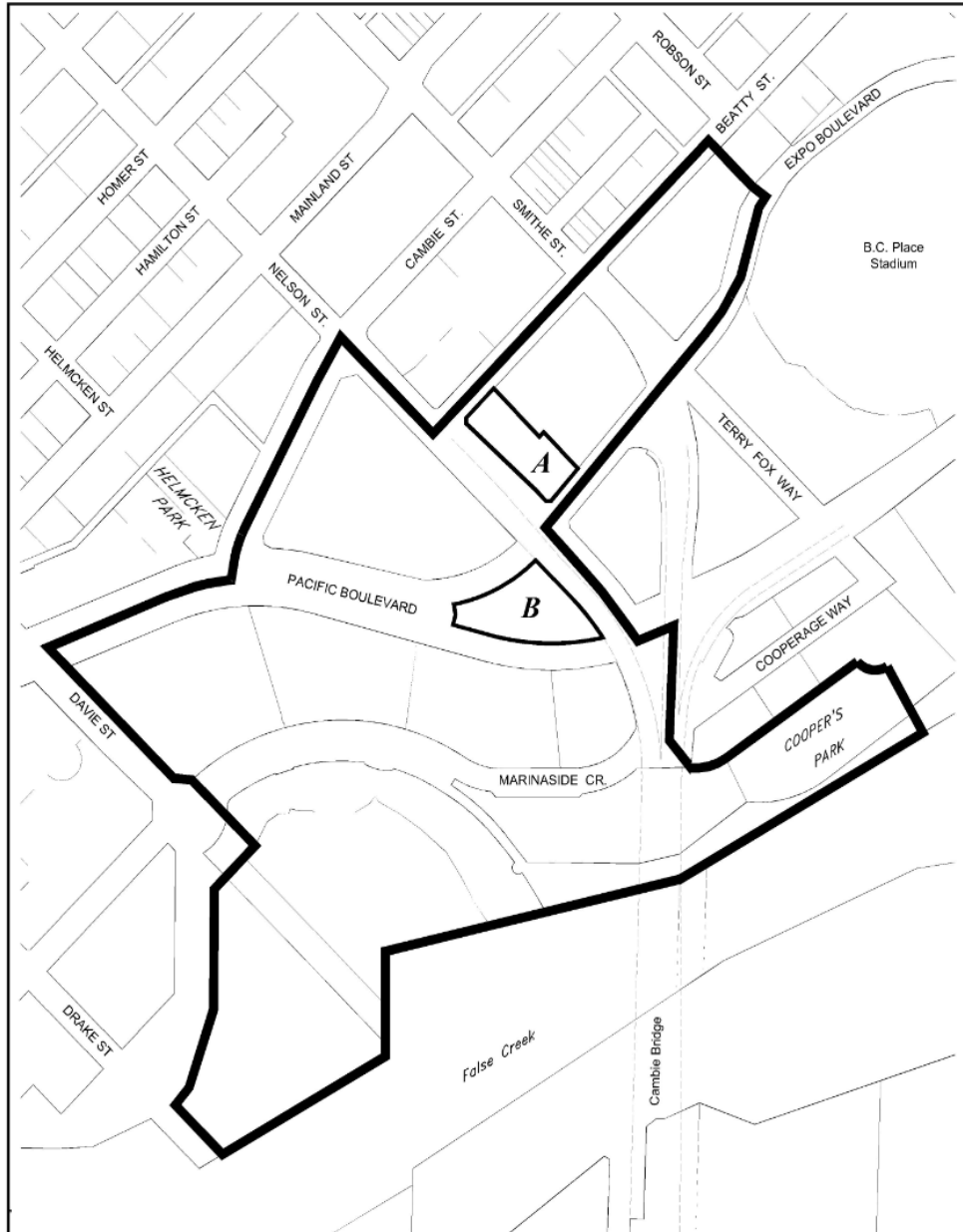
10. Council strikes out Schedule A and substitutes Schedule A as attached to this by-law.

11. 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



The properties outlined in black ( — ) are re-zoned:  
 From **BCPED** to **CD-1**

RZ- Area 319/92 Quayside Neighbourhood

map: 1 of 1  
 scale: NTS



City of Vancouver

ph date:



**EXPLANATION****A By-law to amend CD-1 (366) By-law No. 7675**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (366) By-law No. 7675 for 500 Pacific Street as part of a number of consequential amendments to the False Creek North Official Development Plan amendments regarding social housing development. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend CD-1 (366) By-law No. 7675**

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. 7675.

2. Council strikes out Section 1 and substitutes:

“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. In Section 2, Council strikes out the following:

“**Core-need Household** means a household which would have to spend more than 30 percent of its annual gross income on shelter (including utilities) in order to live in an average market rental unit which is adequate and suitable for its basic needs.”.

4. Council strikes out Section 3(a) and substitutes the following:

“(a) Dwelling Uses, limited to Multiple Dwelling;”.

5. Council:

(a) renumbers Sections 4, 5, 6, 7, 8, and 9 as Sections 5, 6, 7, 8, 9 and 10, respectively;

(b) adds a new Section 4 as follows:

**“4 Conditions of Use**

4.1 The design and layout of at least 25% of the total number of dwelling units must:

(a) be suitable for family housing; and

(b) include two or more bedrooms.”;

(c) in Section 8.3, strikes out “section 7.2” and substitutes “section 8.2”; and

(d) in Section 9.3, strikes out “section 8.2” and substitutes “section 9.2”.

6. In Section 5, Council:

- (a) in Section 5.1, strikes out “the total floor area” and substitutes “Subject to section 5.2, the total floor area”;
- (b) renumbers Sections 5.2 through 5.5 as Sections 5.3 through 5.6, respectively;
- (c) adds a new Section 5.2 and Table 1a as follows:

“5.2 The total floor area for residential uses in sub-areas A and B in Schedule A must not exceed the totals set opposite such sub-areas in Table 1a.

**Table 1a**

Sub-area	Maximum Floor Area for Residential Uses
A	8 613 m <sup>2</sup>
B	10 200 m <sup>2</sup>
C	7 600 m <sup>2</sup>

”.

- (d) in Section 5.4(a), strikes out “eight percent” and substitutes “twelve percent”;
- (e) strikes out Section 5.4(g) and substitutes the following:

“(g) The Director of Planning or Development Permit Board may exclude indoor or outdoor 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;”;

- (f) In section 5.5(a)(i), strikes out “eight percent” and substitutes “twelve percent”; and
- (g) in Section 5.6, strikes out Table 2 and substitutes the following:

**“Table 2 - Neighbourhood Maximum Floor Area (in square metres)**

Neighbourhood	Land Use	
	Residential	Retail, Service and Office
Area 1 (By-law No. 7675)	230 446	1 950
Area 2 (By-law No. 7156)	114 247	1 858
Area 3 (By-law No. 6757)	84 379	3 720
Area 4/5A (By-law No. 7248)	249 543	34 610
Total	678 615	42 138

”.

7. Council strikes out Section 7.3.
8. In Section 8, Council:
  - (a) strikes out Section 8.1(c) and substitutes the following:
    - “(c) multiple dwelling uses shall provide a minimum of 1 space for each 200 m<sup>2</sup> of gross floor area plus 0.9 spaces for each dwelling unit, except that no more than 2.2 spaces per dwelling unit need be provided;” and
  - (b) adds a new Section 8.6 as follows:

“8.6 Notwithstanding sections 8.1 to 8.5, for sub-area C in Schedule A, any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, bicycle, and passenger loading spaces, all as defined under the Parking By-law No. 6059.”.
9. In Section 9, Council adds a new Section 9.6 as follows:

“9.6 Notwithstanding sections 9.1 to 9.5, for sub-area C in Schedule A, any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, bicycle, and passenger loading spaces, all as defined under the Parking By-law No. 6059.”.
10. Council strikes out Schedule A and substitutes Schedule A as attached to this by-law.
11. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

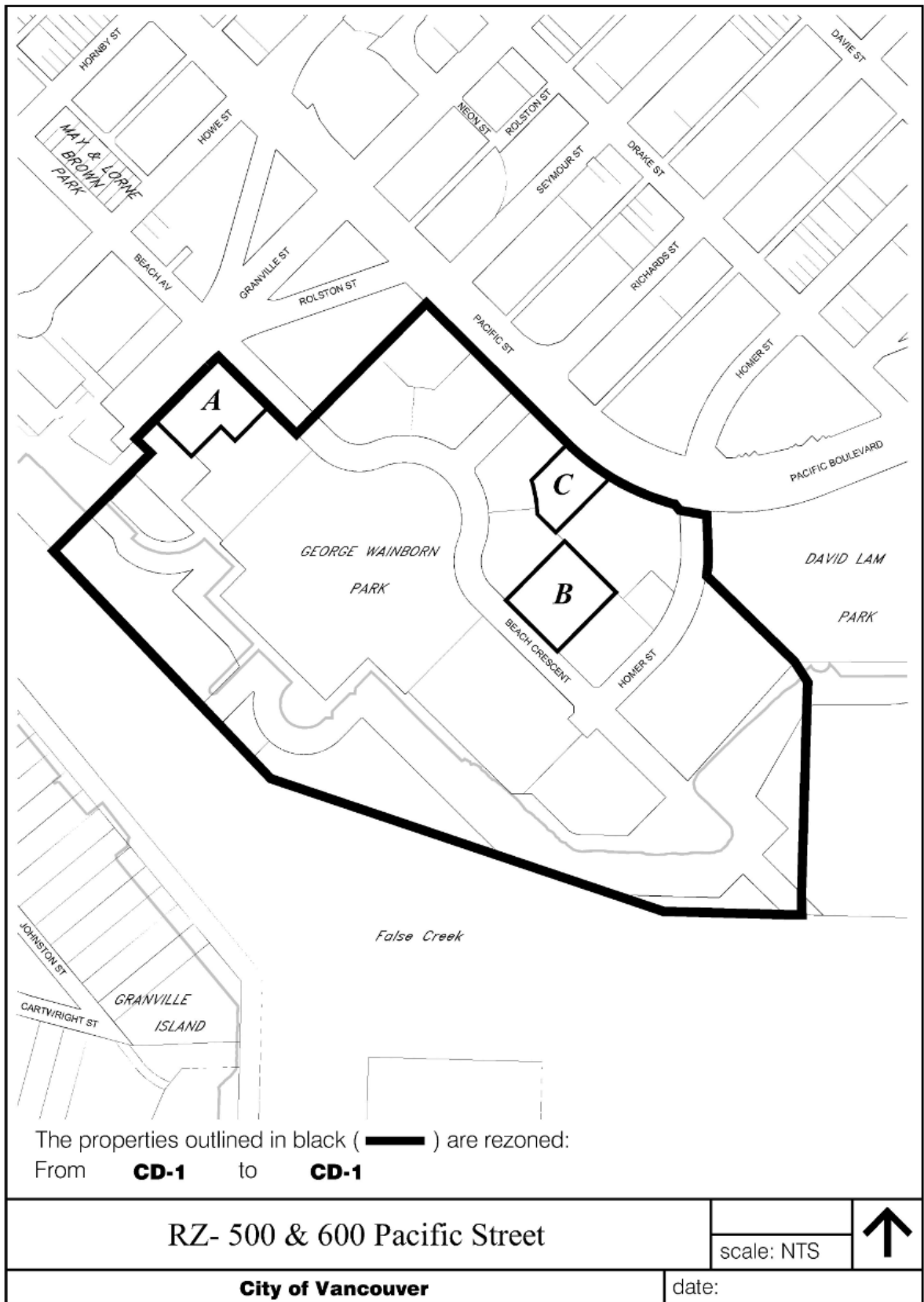
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Mayor

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City Clerk

**Schedule A**



The properties outlined in black ( ——— ) are rezoned:  
From **CD-1** to **CD-1**

**RZ- 500 & 600 Pacific Street**

scale: NTS



**City of Vancouver**

date:

**EXPLANATION****A By-law to amend CD-1 (422) By-law No. 8896**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (422) By-law No. 8896 for 900 Pacific Boulevard as part of a number of consequential amendments to the False Creek North Official Development Plan By-law amendments regarding social housing development. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

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

**A By-law to amend CD-1 (422) By-law No. 8896**

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. 8896.
2. In Section 2, Council strikes out the following:  
  
“**Core-need Household** means a household which would have to spend more than 30 percent of its annual gross income on shelter (including utilities) in order to live in an average market rental unit which is adequate and suitable for its basic needs.”.
3. Council strikes out Section 3.2(a) and substitutes the following:  
  
“(a) Dwelling Uses, limited to Multiple Dwelling;”.
4. In Section 4, Council:
  - (a) strikes out Sections 4.1 and 4.2, including Figure 1, and substitutes the following:  
  
“4.1 The design and layout of at least 25% of the total number of dwelling units must:
    - (a) be suitable for family housing; and
    - (b) include two or more bedrooms.”; and
  - (b) renumbers Sections 4.3, 4.4 and 4.5 as Sections 4.2, 4.3 and 4.4, respectively.
5. In Section 5.3(a), Council strikes out “8%” and substitutes “12%”.
6. Council strikes out Section 5.3(g) and substitutes the following:  
  
“(g) The Director of Planning or Development Permit Board may exclude indoor or outdoor 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; and”.
7. In section 5.4(a)(i), Council strikes out “8%” and substitutes “12%”.

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



**EXPLANATION****A By-law to amend CD-1 (266) By-law No. 6757**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (266) By-law No. 6757 for 1100, 1200 and 1300 Blocks Pacific Boulevard as part of a number of consequential amendments to the False Creek North Official Development Plan By-law amendments regarding social housing development. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 23, 2024

1100, 1200 and 1300 Blocks Pacific Boulevard

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

**A By-law to amend CD-1 (266) By-law No. 6757**

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. 6757.
2. In Section 7.5, Council strikes out Table 2 and substitutes the following:

**"Table 2 - Neighbourhood Maximum Floor Area (in square metres)**

Neighbourhood	Land Use	
	Residential	Retail, Service and Office
Area 1 (By-law No. 7675)	230 446	1 950
Area 2 (By-law No. 7156)	114 247	1 858
Area 3 (By-law No. 6757)	84 379	3 720
Area 4/5A (By-law No. 7248)	249 543	34 610
Total	678 615	42 138

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 (297) By-law No. 7156**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (297) for 1200-1300 Pacific Boulevard South as part of a number of consequential amendments to the False Creek North Official Development Plan By-law amendments regarding social housing development. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services

April 23, 2024



**EXPLANATION****A By-law to amend Parking By-law No. 6059  
with regard to CD-1 District Parking requirements**

Following the Public Hearing on July 13, 2023, Council resolved to amend the Parking By-law for 800-1100 Pacific Boulevard and 500 Pacific Street as part of a number of consequential amendments to the False Creek North Official Development Plan By-law amendments regarding social housing development. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services

April 23, 2024

