

**EXPLANATION****A By-law to amend the Zoning and Development By-law regarding  
small-scale multi-unit housing in RT-7 and RT-9  
and other miscellaneous amendments**

Following the Public Hearing on June 13, 2024, Council resolved to amend the Zoning and Development By-law regarding new requirements pursuant to Bill 44 - Provincial Small-Scale Multi-Unit Housing (SSMUH) legislation and other miscellaneous amendments. The attached by-law will implement Council's resolutions.

Director of Legal Services  
June 25, 2024

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

**A By-law to amend the Zoning and Development By-law No. 3575 regarding small-scale multi-unit housing in RT-7 and RT-9 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 and Schedules of the Zoning and Development By-law No. 3575.
2. Council strikes out the RT-7 District Schedule and substitutes the RT-7 District Schedule attached to this by-law as Schedule A.
3. Council strikes out the RT-9 District Schedule and substitutes the RT-9 District Schedule attached to this by-law as Schedule B.
4. In section 1.1 of the RT-8 District Schedule, Council strikes out “Kitsilano RT-7 and RT-8 Guidelines” and substitutes “Kitsilano RT-8 Guidelines”.
5. In section 1.1 of the R1-1 District Schedule, Council strikes out “Guidelines for Additions, Infill and Multiple Conversion Dwelling in Association with the Retention of a Character House in the R1-1 Zone” and substitutes “Guidelines for Additions, Infill and Multiple Conversion Dwelling in the R1-1, RT-7 and RT-9 Zones”.
6. In Schedule F, Council adds the following lines to the chart, above the line for RM-8 and RM-8N (Marpole):

“

RT-7 and RT-9 (site area from 317 m <sup>2</sup> up to but not including 464 m <sup>2</sup> )	\$32.29 per m <sup>2</sup>
RT-7 and RT-9 (site area from 464 m <sup>2</sup> up to but not including 557 m <sup>2</sup> )	\$699.65 per m <sup>2</sup>
RT-7 and RT-9 (site area from 557 m <sup>2</sup> up to but not including 623 m <sup>2</sup> )	\$1,506.95 per m <sup>2</sup>
RT-7 and RT-9 (site area of 623 m <sup>2</sup> or greater)	\$1,506.95 per m <sup>2</sup>

”

7. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
8. This by-law is to come into force and take effect on June 30, 2024.

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

\_\_\_\_\_  
Mayor

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

# SCHEDULE A

RT-7

## RT-7

District Schedule

### 1 INTENT AND OVERVIEW

#### 1.1 Intent

The intent of this schedule is to enable a variety of small-scale housing options while retaining the single lot character of the area. Housing options include multiple dwellings (“multiplex” up to 6 dwelling units, or up to 8 rental dwelling units), duplexes and single detached houses. The retention and renovation of existing buildings is encouraged by permitting infill and multiple conversion dwelling where a house is retained.

Without limitation, applicable Council policies and guidelines for consideration include the [Guidelines for Additions, Infill and Multiple Conversion Dwelling in the R1-1, RT-7 and RT-9 Zones](#).

#### 1.2 Overview

The table below provides an overview of the outright and conditional approval uses in the RT-7 district, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
557 m <sup>2</sup>	Multiple dwelling containing 7 or 8 dwelling units	<a href="#">3.1</a>
	Infill on a site containing a combined total of 7 or 8 dwelling units	<a href="#">3.1</a>
	Multiple conversion dwelling containing 7 or 8 dwelling units	<a href="#">3.1</a>
280 m <sup>2</sup>	Multiple dwelling containing 4, 5 or 6 dwelling units	<a href="#">3.1</a>
	Infill on a site containing a combined total of 4, 5 or 6 dwelling units	<a href="#">3.1</a>
	Multiple conversion dwelling containing 4, 5 or 6 dwelling units	<a href="#">3.1</a>
--	Multiple dwelling containing 3 dwelling units	<a href="#">3.1</a>
	Infill on a site containing a combined total of 3 dwelling units	<a href="#">3.1</a>
	Multiple conversion dwelling containing 3 dwelling units	<a href="#">3.1</a>
	Other uses in section <a href="#">2.1</a> of this schedule	<a href="#">3.2</a>

## 2 USE REGULATIONS

### 2.1 Outright and Conditional Approval Uses

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

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

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

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

Use	Approval	Use-Specific Regulations
<b>Agricultural Uses</b>		
Urban Farm - Class A	Conditional	
<b>Cultural and Recreational Uses</b>		
Community Centre or Neighbourhood House	Conditional	
Library, in combination with Community Centre	Conditional	
Park or Playground	Conditional	
<b>Dwelling Uses</b>		
Duplex	Outright	
Duplex with Secondary Suite	Conditional	<a href="#">2.2.1</a> , <a href="#">2.2.2</a> , <a href="#">2.2.3</a>
Infill on a site containing a combined total of no more than 8 dwelling units	Conditional	<a href="#">2.2.2</a> , <a href="#">2.2.3</a> , <a href="#">2.2.4</a>
Infill in combination with the retention of a character house, containing a combined total of at least 3 dwelling units and no more than 8 dwelling units	Conditional	<a href="#">2.2.2</a> , <a href="#">2.2.3</a> , <a href="#">2.2.4</a>
Mixed-Use Residential Building	Conditional	<a href="#">2.2.5</a>
Multiple Conversion Dwelling, containing 2 dwelling units	Outright	<a href="#">2.2.6</a>
Multiple Conversion Dwelling, not permitted as an outright approval use and containing no more than 8 dwelling units	Conditional	<a href="#">2.2.2</a> , <a href="#">2.2.3</a> , <a href="#">2.2.4</a> , <a href="#">2.2.7</a>
Multiple Conversion Dwelling, resulting from the conversion of a character house, containing at least 3 dwelling units and no more than 8 dwelling units	Conditional	<a href="#">2.2.2</a> , <a href="#">2.2.3</a> , <a href="#">2.2.4</a> , <a href="#">2.2.7</a>

Use	Approval	Use-Specific Regulations
Multiple Dwelling, containing no more than 8 dwelling units	Conditional	<a href="#">2.2.2</a> , <a href="#">2.2.3</a> , <a href="#">2.2.4</a> , <a href="#">2.2.8</a>
Seniors Supportive or Assisted Housing	Conditional	
Single Detached House	Outright	
Single Detached House with Secondary Suite	Conditional	
<b>Institutional Uses</b>		
Ambulance Station	Conditional	
Child Day Care Facility	Conditional	
Church	Conditional	
Community Care Facility - Class A	Conditional	<a href="#">2.2.9</a>
Community Care Facility - Class B	Conditional	
Group Residence	Conditional	
Hospital	Conditional	
Public Authority Use, essential in this district	Conditional	
School - Elementary or Secondary	Conditional	
Social Service Centre	Conditional	
<b>Office Uses</b>		
Temporary Sales Office	Conditional	
<b>Retail Uses</b>		
Farmers' Market	Conditional	<a href="#">2.2.10</a>
Neighbourhood Grocery Store	Conditional	
Public Bike Share	Conditional	
Shared E-Scooter System	Conditional	
<b>Service Uses</b>		
Bed and Breakfast Accommodation	Conditional	
Short Term Rental Accommodation	Conditional	
<b>Utility and Communication Uses</b>		
Public Utility	Conditional	
<b>uncategorized</b>		
Accessory Buildings, customarily ancillary to any use listed in this section <a href="#">2.1</a>	Outright	<a href="#">2.2.11</a> , <a href="#">2.2.12</a>
Accessory Buildings, customarily ancillary to any use listed in this section <a href="#">2.1</a> and not permitted as an outright approval use	Conditional	
Accessory Uses, customarily ancillary to any outright approval use listed in this section <a href="#">2.1</a>	Outright	

Use	Approval	Use-Specific Regulations
Accessory Uses, customarily ancillary to any conditional approval use listed in this section <a href="#">2.1</a>	Conditional	
Deposition or extraction of material, which alters the configuration of the land	Conditional	

## 2.2 Use-Specific Regulations

2.2.1 Duplex with secondary suite must have no more than 1 secondary suite for each dwelling unit.

2.2.2 A new multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, multiple conversion dwelling containing 3 or more dwelling units, or duplex with secondary suite may only be permitted if:

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

except that for a site without access to a lane, the Director of Planning may vary any requirement in this section [2.2.2](#).

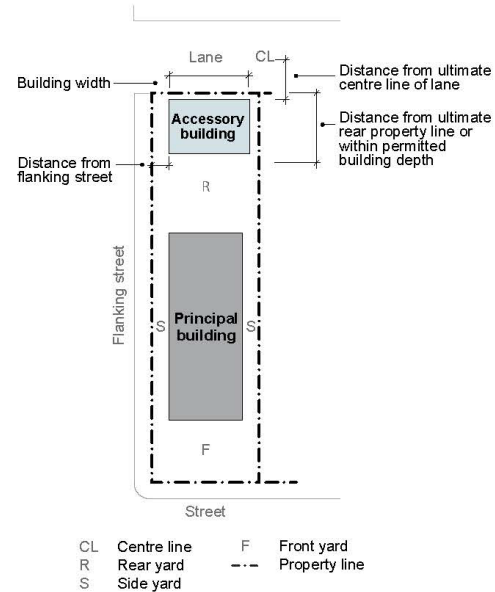
2.2.3 For the purposes of fulfilling the requirements of section [2.2.2](#) above:

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

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

- 2.2.4 Multiple dwelling containing 7 or 8 dwelling units, infill on a site containing a combined total of 7 or 8 dwelling units, or multiple conversion dwelling containing 7 or 8 dwelling units are only permitted where all of the dwelling units are non-stratified and secured as residential rental tenure.
- 2.2.5 The only non-dwelling use permitted in a mixed-use residential building is neighbourhood grocery store.
- 2.2.6 Multiple conversion dwelling containing 2 dwelling units is permitted as an outright approval use if:
  - (a) there are no additions to the building;
  - (b) no housekeeping or sleeping units are created; and
  - (c) no development permit is issued until the requisite permits required by other by-laws that relate to design, construction and safety of buildings are issuable.
- 2.2.7 Multiple conversion dwelling may be permitted as a conditional approval use if it contains no housekeeping or sleeping units.
- 2.2.8 For multiple dwelling, the Director of Planning may permit more than 1 principal building on a site, if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 2.2.9 Community care facility - class A is subject to the regulations, variations and relaxations that apply to single detached house.
- 2.2.10 Farmers' market may be permitted if the Director of Planning considers the appropriateness of the use with respect to compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility and pedestrian amenity.
- 2.2.11 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule, are permitted as an outright approval use if:
  - (a) no accessory building exceeds:
    - (i) 3.1 m in height, measured to the highest point of a flat roof, or

**Diagram: Building placement for accessory building**



- (ii) 3.5 m in height, measured to the deck line of a mansard roof or to the mean height between the eaves and the ridge of a gable, hip or gambrel roof,

provided that no portion of an accessory building exceeds 4.0 m in building height;

- (b) all accessory buildings are located:
  - (i) within 6.7 m of the ultimate rear property line or within the permitted building depth,
  - (ii) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
  - (iii) at least 1.5 m from a flanking street;
- (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, does not exceed 48 m<sup>2</sup>;
- (d) the combined building width for all accessory buildings does not exceed 80% of the width of the site at the rear property line; and
- (e) in the case of a site:
  - (i) more than 30.5 m in depth, roof decks and decks are not located on an accessory building, or
  - (ii) less than or equal to 30.5 m in depth, a roof deck or deck may be located on an accessory building and the Director of Planning may permit an increase in building height to allow guards that do not exceed the required minimum height.

2.2.12 The Director of Planning may vary the floor area and site coverage regulations for accessory buildings and section 4 of the [Parking By-law](#) provided that:

- (a) the Director of Planning is satisfied that adequate off-street parking on any site less than 36.6 m in depth cannot otherwise be accommodated; and
- (b) in developments with a carport or garage, the Director of Planning considers the impact on neighbouring sites of building height, shadow, open space and landscaping.



### 3 DENSITY, FORM AND PLACEMENT REGULATIONS

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

#### 3.1 Multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, and multiple conversion dwelling containing at least 3 dwelling units

Multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, and multiple conversion dwelling containing at least 3 dwelling units are subject to the following regulations.

##### 3.1.1 Density and Floor Area

3.1.1.1 For multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, and multiple conversion dwelling containing at least 3 dwelling units:

- (a) the maximum floor space ratio is 1.00 for a site with an area of less than 317 m<sup>2</sup>; and
- (b) the maximum floor space ratio is 0.70 for a site with an area of 317 m<sup>2</sup> or more, except that the Director of Planning may increase:
  - (i) the permitted floor space ratio to a maximum of 1.00 for developments containing no more than 8 dwelling units where all of the dwelling units are secured as residential rental tenure, except that 1 dwelling unit may be occupied by a registered owner of the site,
  - (ii) the permitted floor space ratio to a maximum of 1.00 for developments containing no more than 6 dwelling units where at least 1 dwelling unit is developed as a below-market homeownership unit, if a partnering agreement between the City and the BC Housing Management Commission that establishes terms and conditions related to a below-market homeownership program has been entered into and is in effect, or
  - (iii) permitted floor area by 1 m<sup>2</sup> per amenity share or per affordable housing share provided to the City at no cost to the City, to a maximum floor space ratio of 1.00 for developments containing no more than 6 dwelling units,

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

3.1.1.2 For infill in combination with the retention of a character house containing a combined total of at least 3 dwelling units, or for multiple conversion dwelling resulting from the conversion of a character house containing at least 3 dwelling units, the maximum floor space ratio is 0.70, except that the Director of Planning may increase the permitted floor space ratio to a maximum of 1.00 if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

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

- (a) at least 2 bedrooms; and
- (b) a floor area of not less than 90 m<sup>2</sup>,

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

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

### 3.1.2 Building Form and Placement

Regulations		RT-7
3.1.2.1	Maximum site area for a site containing a combined total of 3 dwelling units	463 m <sup>2</sup>
3.1.2.2	Minimum site area for a site containing a combined total of:	
	(a) 7 or 8 dwelling units	557 m <sup>2</sup>
	(b) 4, 5 or 6 dwelling units	280 m <sup>2</sup>
	(c) 3 dwelling units	not required
3.1.2.3	Minimum site depth for:	
	(a) buildings in a courtyard configuration	33.5 m
	(b) all other buildings	not required
3.1.2.4	Maximum building height for:	
	(a) rear buildings	8.5 m and 2 storeys
	(b) all other buildings	11.5 m and 3 storeys
3.1.2.5	Minimum front yard depth	4.9 m
3.1.2.6	Minimum side yard width	1.2 m
3.1.2.7	Minimum rear yard depth for:	
	(a) buildings in a courtyard configuration	0.9 m
	(b) all other buildings	10.7 m

Regulations	RT-7
3.1.2.8 Maximum building depth	19.8 m
3.1.2.9 Maximum building width	17.4 m
3.1.2.10 Minimum separation between:	
(a) buildings located on a site frontage	2.4 m
(b) rear buildings	2.4 m
(c) buildings located on a site frontage and rear buildings	6.1 m

**Building Height**

3.1.2.11 Despite section 3.1.2.4(a) above, for a site with an area less than 306 m<sup>2</sup> or where a site has no developed secondary access, the maximum building height for the rear building is 11.5 m and 3 storeys.

**Building Separation**

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

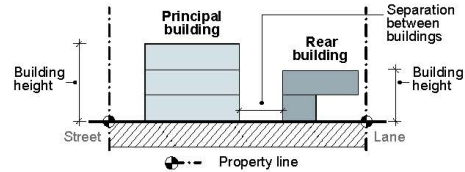
**Discretion to Vary Other Regulations**

3.1.2.13 For multiple conversion dwelling containing 3 or more dwelling units or a site with an area less than 306 m<sup>2</sup>, the Director of Planning may vary:

- (a) the minimum front yard depth;
- (b) the minimum side yard width;
- (c) the minimum rear yard depth; and
- (d) the maximum building depth,

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

**Diagram: Principal building and rear building in a courtyard configuration**



**Diagram: Building placement for principal building and rear building in a courtyard configuration**

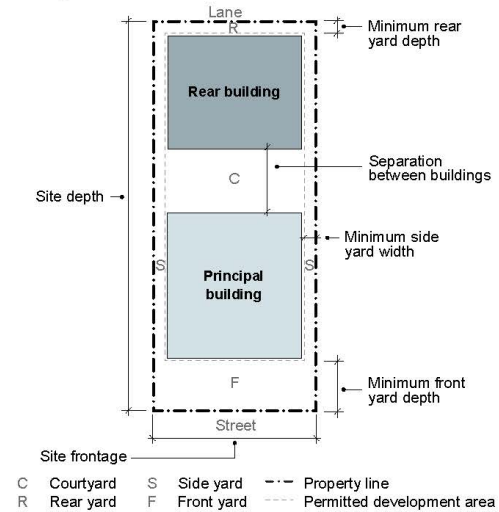


Diagram: Building placement for principal building

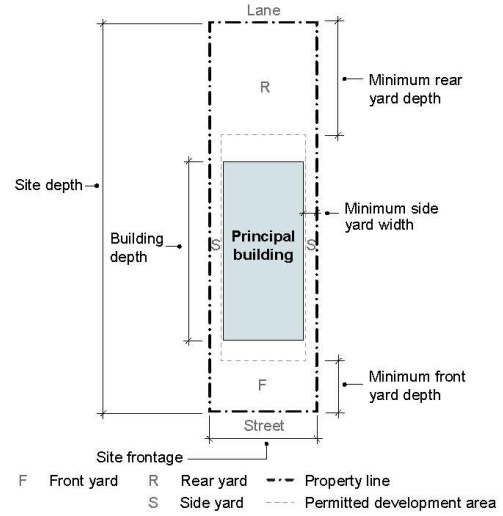
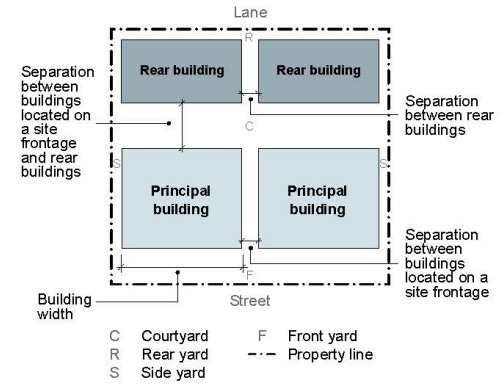


Diagram: Separation between buildings and building width for principal buildings and rear buildings on a wider site frontage



## 3.2 Other Uses

Uses not regulated by section 3.1 of this schedule are subject to the following regulations.

### 3.2.1 Density and Floor Area

3.2.1.1 The maximum floor space ratio is 0.60.

3.2.1.2 Despite section **3.2.1.1** above, if the floor space ratio permitted results in less than 185 m<sup>2</sup> of floor area, the maximum permitted floor area is 185 m<sup>2</sup>.

### 3.2.2 Building Form and Placement

Regulations	RT-7
3.2.2.1 Maximum building height	10.7 m and 2 storeys
3.2.2.2 Minimum front yard depth	the average of the minimum front yard depths of the 2 adjacent sites
3.2.2.3 Minimum side yard width where the site width:	
(a) does not exceed 15.0 m	10% of the site width
(b) exceeds 15.0 m	1.5 m
3.2.2.4 Maximum site coverage for all buildings	45% of the site area
3.2.2.5 Maximum building depth	50% of the site depth

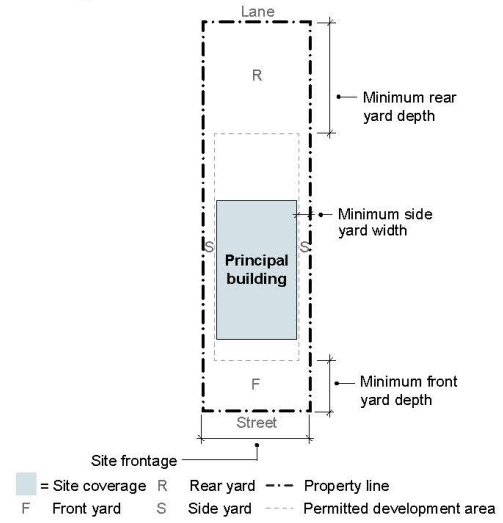
#### Front Yard

3.2.2.6 Despite the minimum front yard depth in section **3.2.2.2** above:

- (a) where an adjacent site is vacant, the next adjacent site that is not vacant will be used to determine the average;
- (b) if 1 or more of the adjacent sites front on a street other than that of the development site, or the adjacent sites are separated by a street or lane, or the Director of Planning is satisfied that 1 or more of the adjacent sites is an anomaly, then such adjacent sites will not be used in computing the average; and
- (c) where the site is adjacent to a flanking street or lane, the depth must equal the single adjacent site.

3.2.2.7 Despite section **10.5.1(a)** of this by-law, the Director of Planning may decrease the minimum front yard depth where the site is less than 36.6 m in depth.

Diagram: Building placement for principal building



## 4 GENERAL REGULATIONS

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

### 4.1 Amenity Shares and Affordable Housing Shares

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

4.1.2 For the purposes of this schedule, the cost of an amenity share or affordable housing share is the amount specified per m<sup>2</sup> in [Schedule F: Affordable Housing and Amenity Share Cost Schedule](#) of this by-law for the RT-7 zoning district.

### 4.2 Computation of Floor Area

4.2.1 Computation of floor area must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building including accessory buildings; and
- (b) stairways, fire escapes, elevator shafts, and other features that the Director of Planning considers similar to the foregoing, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

4.2.2 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that the total area of these exclusions does not exceed:
  - (i) 12% of the permitted floor area for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, and
  - (ii) 8% of the permitted floor area for all other uses;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and overlook;
- (c) for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, where floors are used for off-street parking or bicycle storage, those floors or portions thereof that are contained within an accessory building, a rear building, or a principal building where a site has no developed secondary access, provided that:
  - (i) each parking space is open on at least 2 sides and does not exceed 7.3 m in length, and
  - (ii) bicycle storage to a maximum of 24 m<sup>2</sup>;
- (d) for all other uses, where floors are used for off-street parking and loading, the taking on or discharging of passengers, or uses that the Director of Planning considers similar to the foregoing, those floors or portions thereof not exceeding 6.7 m in length, which are:

- (i) located in an accessory building, or
  - (ii) where a site has no developed secondary access, located in a principal building, or in an accessory building located within the building depth prescribed in this schedule;
- (e) for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, floors or portions thereof that are used for heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing, up to a maximum of 3.7 m<sup>2</sup> per dwelling unit;
- (f) child day care facilities to a maximum floor area of 10% of the permitted floor area, provided the Director of Planning is satisfied that there is a need for a child day care facility in the immediate neighbourhood;
- (g) areas of undeveloped floors that are located:
- (i) above the highest storey or partial storey, and to which there is no permanent means of access other than a hatch, or
  - (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;
- (h) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (i) entries, porches and verandahs, and covered porches above the first storey, if:
- (i) the side facing the street or rear property line is open or protected by guards that do not exceed the required minimum height, and
  - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section **4.2.2(a)** above, does not exceed:
    - (A) 16% of the permitted floor area for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, or
    - (B) 13% of the permitted floor area for all other uses;
- (j) unconditioned floor areas with a ceiling height or height to the underside of joists of less than 2.0 m, located below the floors of entries, porches and verandahs complying with section **4.2.2(i)** above, to which there is no access from the interior of the building;
- (k) areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, if:
- (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
  - (ii) the excluded floor area does not exceed 10% of the permitted total floor area, and despite the definition of "partial storey" in **Section 2** of this by-law, for the purposes of this schedule the



maximum permitted floor area contained in a partial storey must not include floor area excluded in this section [4.2.2\(k\)](#);

- (l) despite section [4.2.1\(b\)](#) above, for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, where a dwelling unit is located above another dwelling unit in a multiple dwelling, an area of 7.5 m<sup>2</sup> per dwelling unit for an internal stairway that provides access to the upper dwelling unit and the area located immediately below the internal stairway.

- 4.2.3 If the rear property line of a corner site adjoins the side yard of a site in an R district, without the intervention of a lane, the Director of Planning may vary section [4.2.2](#) of this schedule to permit the exclusion of floor area used for off-street parking in the principal building up to a maximum of 42 m<sup>2</sup>.

### **4.3 Site Coverage**

- 4.3.1 The maximum site coverage for any portion of the site used as parking area is 30%.

### **4.4 Building Depth: Measurement**

- 4.4.1 For the purposes of section [3.1](#) of this schedule, building depth means the maximum distance from the front exterior wall to the rear exterior wall, except that balconies and entries, porches and verandahs that comply with [Section 10](#) of this by-law and sections [4.2.2\(a\)](#) and [4.2.2\(i\)](#) of this schedule may be excluded from the measurement of building depth.

### **4.5 External Design**

- 4.5.1 A portion of the surface of the ground adjoining a building may be lowered and excluded from the average elevation for the purpose of calculating finished grade, if:
- (a) the purpose is to provide light or access to a basement or cellar;
  - (b) the lowered surface does not extend more than 3.1 m into the required front or rear yard; and
  - (c) that portion of the building abutting the lowered surface:
    - (i) faces either the front street or the rear property line, and
    - (ii) does not exceed half the width of the building, or 4.6 m, whichever is the lesser.
- 4.5.2 For multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, no exterior stairway can exceed the length of 2.4 m.
- 4.5.3 For multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, a minimum area of 7.4 m<sup>2</sup> per dwelling unit must

be provided in the form of balconies, decks, roof decks, patios, or other outdoor spaces to the satisfaction of the Director of Planning.

# SCHEDULE B

RT-9

## RT-9

### District Schedule

#### 1 INTENT AND OVERVIEW

##### 1.1 Intent

The intent of this schedule is to enable a variety of small-scale housing options while retaining the single lot character of the area. Housing options include multiple dwellings (“multiplex” up to 6 dwelling units, or up to 8 rental dwelling units), duplexes and single detached houses. The retention and renovation of existing buildings is encouraged by permitting infill and multiple conversion dwelling where a house is retained.

Without limitation, applicable Council policies and guidelines for consideration include the [Guidelines for Additions, Infill and Multiple Conversion Dwelling in the R1-1, RT-7 and RT-9 Zones](#).

##### 1.2 Overview

The table below provides an overview of the outright and conditional approval uses in the RT-9 district, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
557 m <sup>2</sup>	Multiple dwelling containing 7 or 8 dwelling units	<a href="#">3.1</a>
	Infill on a site containing a combined total of 7 or 8 dwelling units	<a href="#">3.1</a>
	Multiple conversion dwelling containing 7 or 8 dwelling units	<a href="#">3.1</a>
280 m <sup>2</sup>	Multiple dwelling containing 4, 5 or 6 dwelling units	<a href="#">3.1</a>
	Infill on a site containing a combined total of 4, 5 or 6 dwelling units	<a href="#">3.1</a>
	Multiple conversion dwelling containing 4, 5 or 6 dwelling units	<a href="#">3.1</a>
--	Multiple dwelling containing 3 dwelling units	<a href="#">3.1</a>
	Infill on a site containing a combined total of 3 dwelling units	<a href="#">3.1</a>
	Multiple conversion dwelling containing 3 dwelling units	<a href="#">3.1</a>
	Other uses in section <a href="#">2.1</a> of this schedule	<a href="#">3.2</a>

## 2 USE REGULATIONS

### 2.1 Outright and Conditional Approval Uses

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

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

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

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

Use	Approval	Use-Specific Regulations
<b>Agricultural Uses</b>		
Urban Farm - Class A	Conditional	
<b>Cultural and Recreational Uses</b>		
Club	Conditional	<a href="#">2.2.1</a>
Community Centre or Neighbourhood House	Conditional	
Library, in combination with Community Centre	Conditional	
Park or Playground	Conditional	
<b>Dwelling Uses</b>		
Duplex	Outright	
Duplex with Secondary Suite	Conditional	<a href="#">2.2.2</a> , <a href="#">2.2.3</a> , <a href="#">2.2.4</a>
Infill on a site containing a combined total of no more than 8 dwelling units	Conditional	<a href="#">2.2.3</a> , <a href="#">2.2.4</a> , <a href="#">2.2.5</a>
Infill in combination with the retention of a character house, containing a combined total of at least 3 dwelling units and no more than 8 dwelling units	Conditional	<a href="#">2.2.3</a> , <a href="#">2.2.4</a> , <a href="#">2.2.5</a>
Mixed-Use Residential Building	Conditional	<a href="#">2.2.6</a>
Multiple Conversion Dwelling, containing 2 dwelling units	Outright	<a href="#">2.2.7</a>
Multiple Conversion Dwelling, not permitted as an outright approval use and containing no more than 8 dwelling units	Conditional	<a href="#">2.2.3</a> , <a href="#">2.2.4</a> , <a href="#">2.2.5</a> , <a href="#">2.2.8</a>

Use	Approval	Use-Specific Regulations
Multiple Conversion Dwelling, resulting from the conversion of a character house, containing at least 3 dwelling units and no more than 8 dwelling units	Conditional	2.2.3, 2.2.4, 2.2.5, 2.2.8
Multiple Dwelling, containing no more than 8 dwelling units	Conditional	2.2.3, 2.2.4, 2.2.5, 2.2.9
Seniors Supportive or Assisted Housing	Conditional	
Single Detached House	Outright	
Single Detached House with Secondary Suite	Conditional	
<b>Institutional Uses</b>		
Ambulance Station	Conditional	
Child Day Care Facility	Conditional	
Church	Conditional	
Community Care Facility - Class A	Outright	2.2.10
Community Care Facility - Class B	Conditional	
Group Residence	Conditional	
Hospital	Conditional	
Public Authority Use, essential in this district	Conditional	
School - Elementary or Secondary	Conditional	
Social Service Centre	Conditional	
<b>Office Uses</b>		
Temporary Sales Office	Conditional	
<b>Retail Uses</b>		
Farmers' Market	Conditional	2.2.11
Neighbourhood Grocery Store	Conditional	
Public Bike Share	Conditional	
Shared E-Scooter System	Conditional	
<b>Service Uses</b>		
Bed and Breakfast Accommodation	Conditional	
Short Term Rental Accommodation	Conditional	
<b>Utility and Communication Uses</b>		
Public Utility	Conditional	
<b>uncategorized</b>		
Accessory Buildings, customarily ancillary to any use listed in this section 2.1	Outright	2.2.12, 2.2.13

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

## 2.2 Use-Specific Regulations

- 2.2.1 Club may be permitted if no commercial activities are carried on and the use does not adversely impact dwelling uses.
- 2.2.2 Duplex with secondary suite must have no more than 1 secondary suite for each dwelling unit.
- 2.2.3 A new multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, multiple conversion dwelling containing 3 or more dwelling units, or duplex with secondary suite may only be permitted if:
- (a) on a site less than 15.1 m in width, a minimum of 1 existing tree located in the front yard is retained or, where an existing tree in the front yard cannot be retained or where there are no existing trees in the front yard, a minimum of 1 tree is planted in the front yard; and
  - (b) on a site 15.1 m in width or wider, a minimum of 2 existing trees located in the front yard of the site are retained or, where an existing tree in the front yard cannot be retained or where there are no existing trees in the front yard, a minimum of 1 tree in the case where 1 existing tree could be retained, or 2 trees in the case where no trees could be retained or there were no existing trees, are planted in the front yard,
- except that for a site without access to a lane, the Director of Planning may vary any requirement in this section 2.2.3.
- 2.2.4 For the purposes of fulfilling the requirements of section 2.2.3 above:
- (a) existing trees that are retained must have a trunk or stem the diameter of which, or 2 or more trunks or stems the combined diameter of the 2 or 3 largest trunks or stems of which, measured 1.4 m above the existing grade of the ground adjoining its base, is 20 cm or more; and
  - (b) for each tree that must be planted, any of the following may be planted:
    - (i) 1 tree as described in Part 1 of Schedule D of the [Protection of Trees By-law](#),
    - (ii) 2 trees as described in Part 2 of Schedule D of the [Protection of Trees By-law](#), or

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

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

2.2.5 Multiple dwelling containing 7 or 8 dwelling units, infill on a site containing a combined total of 7 or 8 dwelling units, or multiple conversion dwelling containing 7 or 8 dwelling units are only permitted where all of the dwelling units are non-stratified and secured as residential rental tenure.

2.2.6 The only non-dwelling use permitted in a mixed-use residential building is neighbourhood grocery store.

2.2.7 Multiple conversion dwelling containing 2 dwelling units is permitted as an outright approval use if:

- (a) there are no additions to the building;
- (b) no housekeeping or sleeping units are created; and
- (c) no development permit is issued until the requisite permits required by other by-laws that relate to design, construction and safety of buildings are issuable.

2.2.8 Multiple conversion dwelling may be permitted as a conditional approval use if it contains no housekeeping or sleeping units.

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

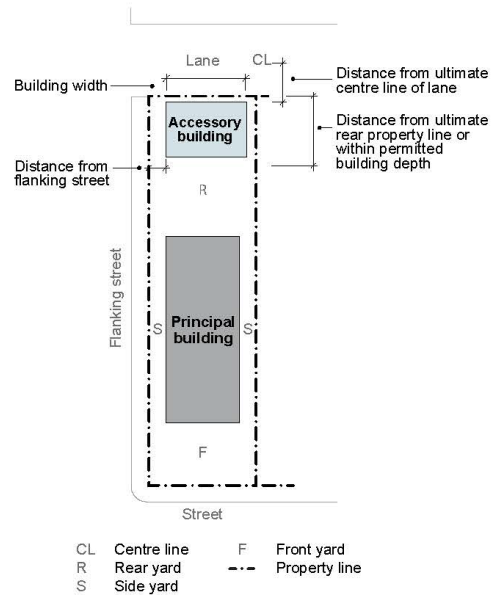
2.2.10 Community care facility - class A is subject to the regulations, variations and relaxations that apply to single detached house.

2.2.11 Farmers' market may be permitted if the Director of Planning considers the appropriateness of the use with respect to compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility and pedestrian amenity.

2.2.12 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule, are permitted as an outright approval use if:

- (a) no accessory building exceeds:

**Diagram: Building placement for accessory building**



- (i) 3.1 m in height, measured to the highest point of a flat roof, or
- (ii) 3.7 m in height, measured to the deck line of a mansard roof or to the mean height between the eaves and the ridge of a gable, hip or gambrel roof,

provided that no portion of an accessory building exceeds 4.6 m in building height;

- (b) all accessory buildings are located:
  - (i) within 6.7 m of the ultimate rear property line or within the permitted building depth,
  - (ii) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
  - (iii) at least 1.5 m from a flanking street;
- (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, does not exceed 48 m<sup>2</sup>;
- (d) the combined building width for all accessory buildings does not exceed 80% of the width of the site at the rear property line; and
- (e) in the case of a site:
  - (i) more than 30.5 m in depth, roof decks and decks are not located on an accessory building, or
  - (ii) less than or equal to 30.5 m in depth, a roof deck or deck may be located on an accessory building and the Director of Planning may permit an increase in building height where there is a flat roof to allow guards that do not exceed the required minimum height.

2.2.13 The Director of Planning may vary the floor area and site coverage regulations for accessory buildings and sections 4 of the [Parking By-law](#) provided that:

- (a) the Director of Planning is satisfied that adequate off-street parking on any site less than 36.6 m in depth cannot otherwise be accommodated; and
- (b) in developments with a carport or garage, the Director of Planning considers the impact on neighbouring sites of building height, shadow, open space and landscaping.



### 3 DENSITY, FORM AND PLACEMENT REGULATIONS

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

#### 3.1 Multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, and multiple conversion dwelling containing at least 3 dwelling units

Multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, and multiple conversion dwelling containing at least 3 dwelling units are subject to the following regulations.

##### 3.1.1 Density and Floor Area

3.1.1.1 For multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, and multiple conversion dwelling containing at least 3 dwelling units:

- (a) the maximum floor space ratio is 1.00 for a site with an area less than 317 m<sup>2</sup>; and
- (b) the maximum floor space ratio is 0.70 for a site with an area of 317 m<sup>2</sup> or more, except that the Director of Planning may increase:
  - (i) the permitted floor space ratio to a maximum of 1.00 for developments containing no more than 8 dwelling units where all of the dwelling units are secured as residential rental tenure, except that 1 dwelling unit may be occupied by a registered owner of the site,
  - (ii) the permitted floor space ratio to a maximum of 1.00 for developments containing no more than 6 dwelling units where at least 1 dwelling unit is developed as a below-market homeownership unit, if a partnering agreement between the City and the BC Housing Management Commission that establishes terms and conditions related to a below-market homeownership program has been entered into and is in effect, or
  - (iii) the permitted floor area by 1 m<sup>2</sup> per amenity share or per affordable housing share provided to the City at no cost to the City, to a maximum floor space ratio of 1.00 for developments containing no more than 6 dwelling units,

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

3.1.1.2 For infill in combination with the retention of a character house containing a combined total of at least 3 dwelling units, or for multiple conversion dwelling resulting from the conversion of a character house containing at least 3 dwelling units, the maximum floor space ratio is 0.70, except that the Director of Planning may increase the permitted floor space ratio to a maximum of 1.00, if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

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

- (a) at least 2 bedrooms; and
- (b) a floor area of not less than 90 m<sup>2</sup>,

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

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

### 3.1.2 Building Form and Placement

Regulations		RT-9
3.1.2.1	Maximum site area for a site containing a combined total of 3 dwelling units	463 m <sup>2</sup>
3.1.2.2	Minimum site area for a site containing a combined total of:	
	(a) 7 or 8 dwelling units	557 m <sup>2</sup>
	(b) 4, 5 or 6 dwelling units	280 m <sup>2</sup>
	(c) 3 dwelling units	not required
3.1.2.3	Minimum site depth for:	
	(a) buildings in a courtyard configuration	33.5 m
	(b) all other buildings	not required
3.1.2.4	Maximum building height for:	
	(a) rear buildings	8.5 m and 2 storeys
	(b) all other buildings	11.5 m and 3 storeys
3.1.2.5	Minimum front yard depth	4.9 m
3.1.2.6	Minimum side yard width	1.2 m
3.1.2.7	Minimum rear yard depth for:	
	(a) buildings in a courtyard configuration	0.9 m
	(b) all other buildings	10.7 m

Regulations	RT-9
3.1.2.8 Maximum building depth	19.8 m
3.1.2.9 Maximum building width	17.4 m
3.1.2.10 Minimum separation between:	
(a) buildings located on a site frontage	2.4 m
(b) rear buildings	2.4 m
(c) buildings located on a site frontage and rear buildings	6.1 m

**Building Height**

3.1.2.11 Despite section 3.1.2.4(a) above, for a site with an area less than 306 m<sup>2</sup> or where a site has no developed secondary access, the maximum building height for the rear building is 11.5 m and 3 storeys.

**Building Separation**

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

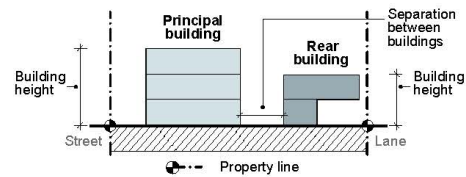
**Discretion to Vary Other Regulations**

3.1.2.13 For multiple conversion dwelling containing 3 or more dwelling units or a site with an area less than 306 m<sup>2</sup>, the Director of Planning may vary:

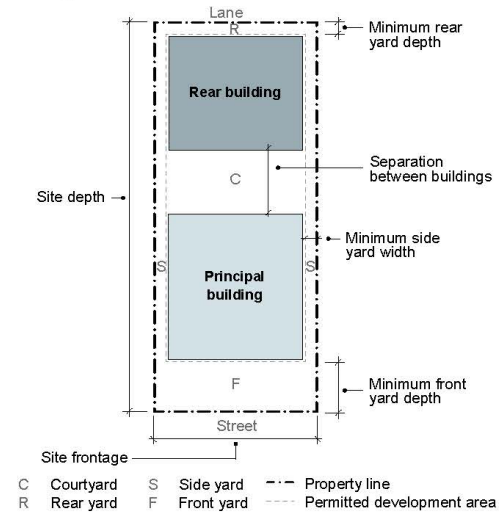
- (a) the minimum front yard depth;
- (b) the minimum side yard width;
- (c) the minimum rear yard depth; and
- (d) the maximum building depth,

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

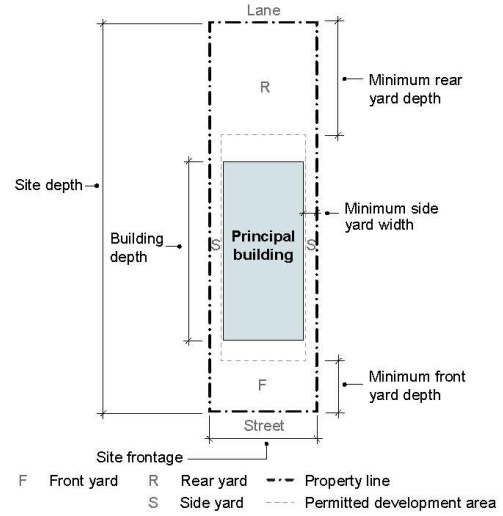
**Diagram: Principal building and rear building in a courtyard configuration**



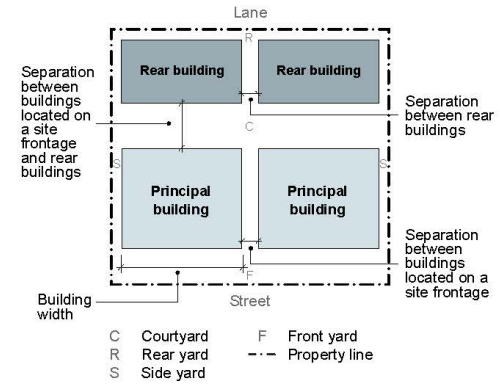
**Diagram: Building placement for principal building and rear building in a courtyard configuration**



**Diagram: Building placement for principal building**



**Diagram: Separation between buildings and building width for principal buildings and rear buildings on a wider site frontage**



**3.2 Other Uses**

Uses not regulated by section 3.1 of this schedule are subject to the following regulations.

**3.2.1 Density and Floor Area**

3.2.1.1 The maximum floor space ratio is 0.75.

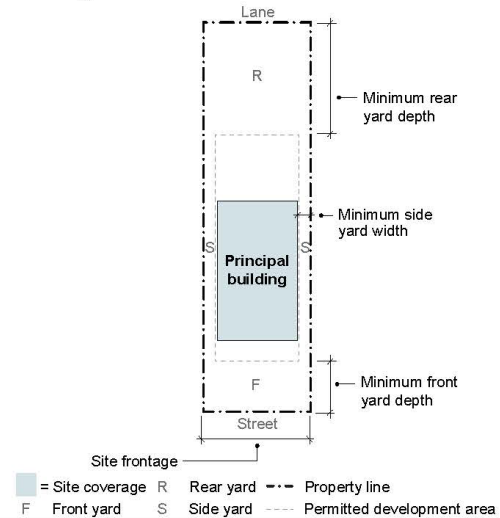
**3.2.2 Building Form and Placement**

Regulations	RT-9
3.2.2.1 Maximum building height	10.7 m and 2 storeys
3.2.2.2 Minimum front yard depth	the average of the minimum front yard depths of the 2 adjacent sites
3.2.2.3 Minimum side yard width where the site width:	
(a) does not exceed 15.0 m	10% of the site width
(b) exceeds 15.0 m	1.5 m
3.2.2.4 Maximum site coverage for all buildings	45% of the site area
3.2.2.5 Maximum building depth	50% of the site depth

**Front Yard**

- 3.2.2.6 Despite the minimum front yard depth in section 3.2.2.2 above: where an adjacent site is vacant, the next adjacent site that is not vacant will be used to determine the average;
- (a) where an adjacent site is vacant, the next adjacent site that is not vacant will be used to determine the average;
  - (b) if 1 or more of the adjacent sites front on a street other than that of the development site, or the adjacent sites are separated by a street or lane, then such adjacent sites will not be used in computing the average; and

**Diagram: Building placement for principal building**



(c) where the site is adjacent to a flanking street or lane, the depth must equal the single adjacent site.

3.2.2.7 Despite section **10.5.1(a)** of this by-law, the Director of Planning may decrease the minimum front yard depth where the site is less than 36.6 m in depth.

## 4 GENERAL REGULATIONS

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

### 4.1 Amenity Shares and Affordable Housing Shares

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

4.1.2 For the purposes of this schedule, the cost of an amenity share or affordable housing share is the amount specified per m<sup>2</sup> in [Schedule F: Affordable Housing and Amenity Share Cost Schedule](#) of this by-law for the RT-9 zoning district.

### 4.2 Computation of Floor Area

4.2.1 Computation of floor area must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building including accessory buildings; and
- (b) stairways, fire escapes, elevator shafts, and other features that the Director of Planning considers similar to the foregoing, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

4.2.2 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that the total area of these exclusions does not exceed:
  - (i) 12% of the permitted floor area for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, and
  - (ii) 8% of the permitted floor area for all other uses;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and overlook;
- (c) for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, where floors are used for off-street parking or bicycle storage, those floors or portions thereof that are contained within an accessory building, a rear building, or a principal building where a site has no developed secondary access, provided that:
  - (i) each parking space is open on at least 2 sides and does not exceed 7.3 m in length, and
  - (ii) bicycle storage to a maximum of 24 m<sup>2</sup>;
- (d) for all other uses, where floors are used for off-street parking and loading, the taking on or discharging of passengers, or uses that the Director of Planning considers similar to the foregoing, those floors or portions thereof, which are:

- (i) at or below base surface, or
- (ii) above base surface and where developed as off-street parking are contained in an accessory building situated on a site in accordance with sections **2.2.12** and **2.2.13** of this schedule, provided that the maximum exclusion for a parking space does not exceed 6.7 m in length;
- (e) for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, floors or portions thereof that are used for heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing, up to a maximum of 3.7 m<sup>2</sup> per dwelling unit;
- (f) amenity areas in multiple conversion dwellings containing 3 or more dwelling units, including child day care facilities, recreation facilities and meeting rooms, provided that:
  - (i) the total area being excluded does not exceed 10% of the permitted floor area, and
  - (ii) in the case of child day care facilities, the Director of Planning is satisfied that there is a need for a child day care facility in the immediate neighbourhood;
- (g) areas of undeveloped floors that are located:
  - (i) above the highest storey or partial storey, and to which there is no permanent means of access other than a hatch, or
  - (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;
- (h) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (i) entries, porches and verandahs, and covered porches above the first storey, if:
  - (i) the side facing the street or rear property line is open or protected by guards that do not exceed the required minimum height, and
  - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section **4.2.2(a)** above, does not exceed:
    - (A) 16% of the permitted floor area for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, or
    - (B) 13% of the permitted floor area for all other uses;
- (j) unconditioned floor areas with a ceiling height or height to the underside of joists of less than 2.0 m, located below the floors of entries, porches and verandahs complying with section **4.2.2(i)** above, to which there is no access from the interior of the building;
- (k) areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, if:



- (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
  - (ii) the excluded floor area does not exceed 10% of the permitted total floor area, and despite the definition of "partial storey" in [Section 2](#) of this by-law, for the purposes of this schedule the maximum permitted floor area contained in a partial storey must not include floor area excluded in this section [4.2.2\(k\)](#); and
- (l) despite section [4.2.1\(b\)](#) above, for multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, where a dwelling unit is located above another dwelling unit, an area of 7.5 m<sup>2</sup> per dwelling unit for an internal stairway that provides access to the upper dwelling unit and the area located immediately below the internal stairway.

### **4.3 Site Coverage**

- 4.3.1 The maximum site coverage for any portion of the site used as parking area is 30%.

### **4.4 Building Depth: Measurement**

- 4.4.1 For the purposes of section [3.1](#) of this schedule, building depth means the maximum distance from the front exterior wall to the rear exterior wall, except that balconies and entries, porches and verandahs that comply with [Section 10](#) of this by-law and sections [4.2.2\(a\)](#) and [4.2.2\(i\)](#) of this schedule may be excluded from the measurement of building depth.

### **4.5 External Design**

- 4.5.1 For multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, no exterior stairway can exceed the length of 2.4 m.
- 4.5.2 For multiple dwelling, infill on a site containing a combined total of at least 3 dwelling units, or multiple conversion dwelling containing 3 or more dwelling units, a minimum area of 7.4 m<sup>2</sup> per dwelling unit must be provided in the form of balconies, decks, roof decks, patios, or other outdoor spaces to the satisfaction of the Director of Planning.

## EXPLANATION

### **A By-law to amend CD-1 (371) By-law No. 7705 regarding small-scale multi-unit housing**

The attached by-law amends CD-1 (371) By-law No. 7705 to bring it into compliance with the requirements of section 565.03 of the *Vancouver Charter* resulting from Bill 44 - Provincial Small-Scale Multi-Unit Housing (SSMUH) Legislation. No public hearing was held to consider this by-law in accordance with section 559.02(5) of the *Vancouver Charter*.

Director of Legal Services  
June 25, 2024



## EXPLANATION

### **A By-law to amend CD-1 (463) By-law No. 9596 regarding small-scale multi-unit housing**

The attached by-law amends CD-1 (463) By-law No. 9596 to bring it into compliance with the requirements of section 565.03 of the *Vancouver Charter* resulting from Bill 44 - Provincial Small-Scale Multi-Unit Housing (SSMUH) Legislation. No public hearing was held to consider this by-law in accordance with section 559.02(5) of the *Vancouver Charter*.

Director of Legal Services  
June 25, 2024



## EXPLANATION

### **A By-law to amend Building By-law No. 12511 Regarding Roofing-Related Requirements**

The attached by-law will implement Council's resolution of June 11, 2024 to amend the Building By-law regarding roofing-related requirements to facilitate better green roofs (vegetated roof assemblies) with updated standards.

Director of Legal Services  
June 25, 2024

**BY-LAW NO.**

**A By-law to amend Building By-law No. 12511  
Regarding Roofing-Related Requirements**

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

1. This by-law amends the indicated provisions of Building By-law No. 12511.
2. In Article 1.4.1.1. of Book I, Division A, Council adds “(See Note A-1.4.1.1.)” immediately below the existing Article title “Non-defined Terms”.
3. In Sentence 1.4.1.2.(1) of Book I, Division A, Council:
  - (a) strikes out the existing definitions for “Green roof” and “Green roof assembly”; and
  - (b) adds the following new definitions in the correct alphabetical order:
    - (i) “**Building drain** means the lowest horizontal piping, including any vertical *offset*, that conducts *sewage*, *clear-water waste* or *storm water* by gravity to a *building sewer*. (See Book II, Division A, Figure A-1.4.1.2.(1)-F in Note A-1.4.1.2.(1).)”;
    - (ii) “**Building sewer** means a pipe that is connected to a *building drain* 1 m outside a wall of a *building* and that leads to a public sewer or *private sewage disposal system*.”;
    - (iii) “**Leader** means a pipe that is installed to carry *storm water* from a roof to a *storm building drain* or *sewer* or other place of disposal.”;
    - (iv) “**Offset** means the piping that connects the ends of 2 pipes that are parallel. (See Book II, Division A, Figure A-1.4.1.2.(1)-K in Note A-1.4.1.2.(1).)”;
    - (v) “**Roof drain** means a fitting or device that is installed in the roof to permit *storm water* to discharge into a *leader*.”;
    - (vi) “**Storm building drain** means a *building drain* that conducts *storm water* and is connected at its upstream end to a *leader*, sump or catch basin, and at its downstream end to a *building sewer* or a designated *storm water* disposal location.”;
    - (vii) “**Storm drainage system** means a *drainage system* that conveys *storm water*.”; and

- (viii) **“Vegetated roof assembly** (“green roof”) means a vegetated roof system (a functional arrangement of interacting components, inclusive of vegetation) that is combined with a roof assembly, is intended to both grow and flourish, and may be installed on a roof to control the rate of rainwater discharged through a *storm drainage system*. (See Note A-1.4.1.1.)”.

4. In Sentence 1.4.1.2.(1) of Book II, Division A, Council:

- (a) adds the following new definition in the correct alphabetical order:

**“Vegetated roof assembly\* (“green roof”)** means a vegetated roof system (a functional arrangement of interacting components, inclusive of vegetation) that is combined with a roof assembly, is intended to both grow and flourish, and may be installed on a roof to control the rate of rainwater discharged through a *storm drainage system*. (See Book I, Division A, Note A-1.4.1.1.)”; and

- (b) removes the asterisk from the definitions of “Clear-water waste”, “Drainage system”, “Floor drain”, “Storm building drain”, “Storm water”, “Subsoil drainage pipe”, “Sump”, “Trap”, “Venting system”, “Water distribution system” and “Water service pipe”.

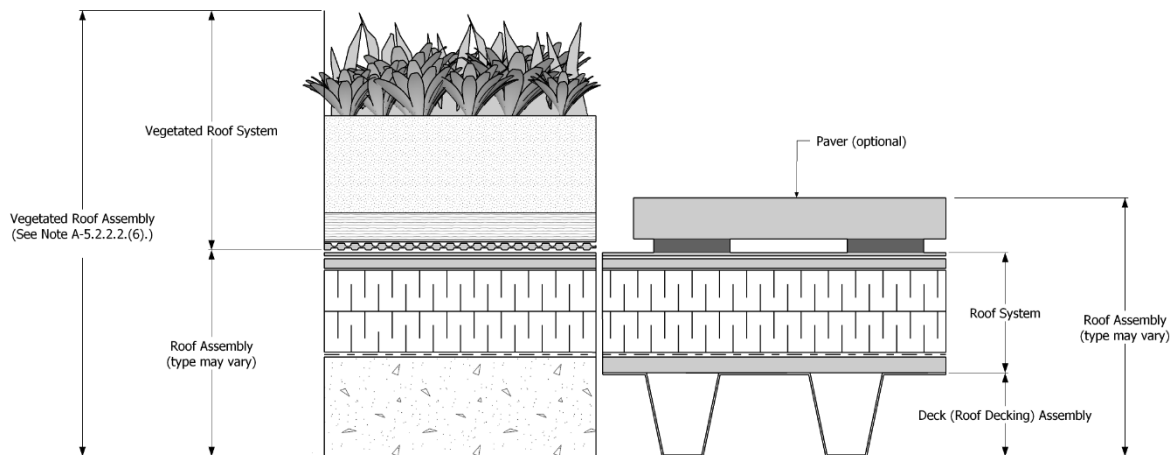
5. In the Notes to Part 1 of Book I, Division A, Council adds a new note:

**“A-1.4.1.1. Non-defined Terms.**

**Roof terminology**

Where the By-law addresses the separation of environments (Part 5 and Part 9), various terms refer to the assembly on top of a building that protects the building interior from the weather. In general terms, that assembly is called a “roof assembly” (or more simply, a “roof”). A roof comprises two integrated parts: the “deck assembly” (a structural element of a building, also referred to as the “roof decking assembly”), and the “roof system” (Figure A-1.4.1.1.). The requirements of this By-law generally refer to the “roof assembly” and not the “roof system”; for example, the “roof assembly” must resist wind load (see Article 5.2.2.2. of Division B).





Note: The illustration is representative and does not convey every possible assembly or roof slope. Not to scale. Image created by Roofing Contractors Association of British Columbia and is reproduced here with its consent.

**Figure A-1.4.1.1.  
Roof terminology**

When materials that seal the roof to resist the transmission of liquid water into a building are constructed on a roof deck — including water under some hydrostatic pressure — they form a waterproofing roof assembly. Waterproofing materials are usually manufactured as rolled sheet goods or as liquids; installation methods are specified by the manufacturer and often governed by published standards (for example, standards by ASTM and the Roofing Contractors Association of British Columbia). Waterproofing roof assemblies can be constructed on any slope but are generally intended for horizontal or near-horizontal applications. Roofs constructed with rolled sheet membranes are those referred to in Sentence 5.2.2.2.(4) of Division B.

Generally, waterproofing roof assemblies can be configured in one of two ways. “Conventionally insulated” roof assemblies (also referred to as “compact roofs”) are constructed with the weatherproofing material (membrane) on top of the assembly. The membrane therefore shields the insulation and all other assembly components from the weather. In “protected” roof assemblies, the membrane is located immediately above the roof deck and is therefore protected by insulation and other roofing components that are made to be exposed to weather. The configuration of the roof assembly determines the appropriate selection of its materials, including the membrane. A third, “hybrid configuration” (sometimes called a “modified protected” roof assembly) is less common and combines a protected system on top of a conventional assembly, to utilize the benefits of each.

Many waterproofing roof assemblies provide a suitable platform for rooftop amenities, a vegetated roof system, or other types of overburdens. Careful consideration must be given to superimposed loads, to avoid compression and distortion of the roofing materials, which can compromise the waterproofing. Where any overburden is intended for sloped applications, the design must incorporate anti-shear measures.

Water-shedding roof assemblies are typically constructed with a slope equal to or greater than 1:4 (3" in 12"), include curved or barreled forms, and are designed and constructed with weatherproofing materials that interlock or overlap, relying on gravity and slope to shed water away from a building, usually into an arrangement of gutters. These assemblies may be insulated, when configured appropriately for ventilation. In Vancouver, most water-shedding roofs are built with asphalt shingles, cedar shingles or shakes, or metal panels.

More information on roofing materials, installation, and maintenance is available through the Roofing Contractors Association of British Columbia, including the "Roofing Practices Manual."

6. In Table 1.3.1.2. of Book I, Division B, Council:

(a) adds the following new rows in correct alphabetical order:

(i)

“

ASTM	E 2397/E 2397M-19	Standard Practice for Determination of Dead Loads and Live Loads Associated with Vegetative (Green) Roof Systems	5.6.1.2.(2) Table 5.9.1.1.
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”;

(ii)

“

CRCA	Technical Bulletin 35 (1988)	Ballast For Protected Membrane Roofing	A-5.2.2.2.(4)
CRCA	Technical Bulletin 40 (1993)	Design of Loose-Laid Gravel Stone Ballasted Roofs	A-5.2.2.2.(4)

”;

(iii)

“

CSA	CAN/CSA-A123.24:21	Standard test method for wind resistance of vegetated roof assembly	5.2.2.2.(6) A- 5.2.2.2.(6) Table 5.9.1.1.
CSA	CAN/CSA-A123.26:21	Performance requirements for climate resilience of low slope membrane roofing systems	A- 5.6.2.2.(5)

”;

(iv)

“

RCABC	2023	Roofing Practices Manual	A-1.4.1.1.(1) A-5.6.1.2.(2) A-5.6.2.1. A-5.6.2.2.(5)
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”; and

(v)

“

SPRI	ANSI/SPRI RP-4 2022	Wind Design Standard for Ballasted Single-ply Roofing Systems	A-5.2.2.2.(4)
SPRI	ANSI/SPRI VF-1 2023	External Fire Design Standard for Vegetative Roofs	3.1.14.4.(1)

”.

(b) strikes out the row for “CSA / CAN/CSA-A123.21-10” and substitutes:

“

CSA	CAN/CSA-A123.21:20	Standard test method for the dynamic wind uplift resistance of membrane-roofing systems	5.2.2.2.(4) A-5.2.2.2.(4) A-5.2.2.2.(6) Table 5.9.1.1.
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”.

(c) strikes out the row for “NRCA / 2nd Edition, 2009” and substitutes:

“

NRCA	3rd Edition, 2017	The NRCA Vegetative Roof Systems Manual	A-5.6.1.2.(2)
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”.

(d) strikes out the row for “SPRI / ANSI/GRHC/SPRI VR-1-2011” and substitutes:

“

SPRI	ANSI/SPRI VR-1-2018	Procedure for Investigating Resistance to Root or Rhizome Penetration on Vegetative Roofs	5.6.1.2.(2) Table 5.9.1.1.
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”; and

(e) strikes out the row for “SPRI / ANSI/SPRI WD-1-2008” and substitutes:

“

SPRI	ANSI/SPRI WD-1-2020	Wind Design Standard Practice for Roofing Assemblies	A-5.2.2.2.(4)
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”.

7. In Sentence 1.3.2.1.(1) of Book I, Division B, Council adds the following in correct alphabetical order:

**“RCABC** Roofing Contractors Association of British Columbia ([www.rcabc.org](http://www.rcabc.org))”.

8. In Book I, Division B, Council strikes out Article 3.1.14.4. and substitutes:

**“3.1.14.4. Vegetated Roof Assemblies**

- 1) A *vegetated roof assembly* is permitted in *combustible* and *noncombustible* construction if
  - a) the *vegetated roof assembly* is designed and constructed in conformance with ANSI/SPRI VF-1 “External Fire Design Standard for Vegetative Roofs”,
  - b) the *vegetated roof assembly* conforms to the requirements in Part 5, and
  - c) except for *buildings* to which Part 9 applies as described in Sentence 1.3.3.3.(1) of Division A, the roof covering conforms with Subsection 3.1.15.”.

9. In Subsection 3.1.15. of Book I, Division B, Council adds “(See Note A-1.4.1.1. of Division A concerning roof terminology)” immediately below the existing Subsection title “Roof Covering”.

10. In Table 3.10.1.1. of Book I, Division B, Council strikes out the row “3.1.14.4. Green Roof Assembly” and substitutes “3.1.14.4. Vegetated Roof Assemblies”.

11. In Article 5.2.2.2. of Book I, Division B, Council:

- (a) strikes Sentence (4) and substitutes:

**“4)** Except as provided in Sentences (5) and (6), the wind uplift resistance of membrane roofing assemblies shall be determined in accordance with the requirements of CAN/CSA-A123.21, “Standard test method for the dynamic wind uplift resistance of membrane-roofing systems.” (See Note A-5.2.2.2.(4).)”; and

- (b) adds a new Sentence (6):

**“6)** The wind resistance of *vegetated roof assemblies* shall be determined in accordance with the requirements of CAN/CSA-A123.24, “Standard test method for wind resistance of vegetated roof assembly.” (See Note A-5.2.2.2.(6).)”.

12. In Clause 5.3.1.2.(1)(d) of Book I, Division B, Council strikes out “sloped” and substitutes “water-shedding”.

13. In Article 5.6.1.2. of Book I, Division B, Council:

- (a) in Sentence (1) strikes out “Where” and substitutes “Except as required by Sentences (2) and (4), where”;

- (b) strikes out Sentence (2) and substitutes:

**“2)** A *vegetated roof assembly* shall be permitted if

- a) the *vegetated roof assembly* conforms to the requirements of Article 3.1.14.4.,

- b) gravity loads on the *building* structure are determined by ASTM E 2397/E 2397M-19 “Standard Practice for Determination of Dead Loads and Live Loads Associated with Vegetative (Green) Roof Systems”,
- c) the roof that supports the vegetated roof system is waterproof (see Note A-1.4.1.1. of Division A),
- d) the *vegetated roof assembly* is designed and constructed with a root barrier, or the roofing membrane is resistant to root and rhizome penetration when tested in accordance with ANSI/SPRI VR-1, “Procedure for Investigating Resistance to Root or Rhizome Penetration on Vegetative Roofs”, and
- e) the *vegetated roof assembly* is designed and constructed with water retention materials to support vegetative growth, and with drainage materials to convey water to *roof drains*. (See Note A-5.6.1.2.(2).)”; and

(c) adds a new Sentence (4), (5) and (6):

**4)** A roof assembly shall resist the entry of water into the *building*, and where the roof assembly incorporates a membrane, the roof assembly shall be designed and constructed to conform to the requirements of Article 5.2.2.2.

**5)** Each material, component, or assembly, including electrical services, that penetrates through a roof assembly shall pass through a flashing that can be sealed against both air leakage and the weather, and which is suitable for its purpose.

**6)** Ballasted membrane roofs not subject to the requirements in Sentence 5.2.2.2.(4) shall be designed and constructed to resist wind loads.”.

14. In Sentence 5.6.2.1.(1) of Book I, Division B, Council strikes Clause (a) and substitutes:

“a) designed to shed precipitation or, where a waterproofing roof assembly is concerned, sealed to prevent ingress of precipitation, and”.

15. In Article 5.6.2.2. of Book I, Division B, Council adds a new Sentence (6):

**6)** Where *roof drains* connected to a *drainage system* are used to satisfy the requirements in this Section, they shall be suitable for the type of roof assembly and shall be sealed against the weather following the requirements of Article 5.6.1.2.”.

16. In Table 5.9.1.1. of Book I, Division B, Council adds the following new rows in correct alphabetical order:

(a) “

ASTM	E 2397/E 2397M	“Standard Practice for Determination of Dead Loads and Live Loads Associated with Vegetative (Green) Roof Systems”
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”.

(b) “

CSA	CAN/CSA-A123.21	“Standard test method for the dynamic wind uplift resistance of membrane-roofing systems”
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”.

(c) “

CSA	CAN/CSA-A123.24	“Standard test method for wind resistance of vegetated roof assembly”
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”; and

(d) “

SPRI	ANSI/SPRI VR-1	“Procedure for Investigating Resistance to Root or Rhizome Penetration on Vegetative Roofs”
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”.

17. In Table 5.10.1.1. of Book I, Division B, Council:

(a) under “5.2.2.2. Determination of Wind Load”, adds the following row in correct numerical order:

“

(6)	[F20,F55,F61-OH1.1,OH1.2,OH1.3]
	[F20,F55,F61-OS2.1,OS2.3]

”.

(b) under “5.6.1.2. Installation of Protective Materials”, strikes out row (2) and substitutes:

“

(2)	[F20,F55,F61-OH1.1,OH1.2,OH1.3]
	[F20,F55,F61-OS2.1,OS2.3]
(4)	[F61-OH1.1,OH1.2,OH1.3]
	[F61-OS2.3]
(5)	[F61-OH1.1,OH1.2,OH1.3]
	[F61-OS2.3]
(6)	[F20,F55,F61-OH1.1,OH1.2,OH1.3]
	[F20,F55,F61-OS2.1,OS2.3]

”; and

(c) under “5.6.2.2. Accumulation and Disposal”, adds the following row in correct numerical order:

“

(6)	[F61-OH1.1,OH1.2,OH1.3]
	[F61-OS2.3]

”.

18. In the Notes to Part 5 of Book I, Division B, Council:

(a) strikes out Note A-5.2.2.2.(4) and substitutes:

**“A-5.2.2.2.(4) Membrane Roofing Systems.** Wind loads for sheet membrane roofing systems must be calculated in accordance with Part 4 (see Note A-1.4.1.1. of Division A concerning roof terminology). The tested uplift resistance and factored load should satisfy the requirements of the Commentary entitled Limit States Design in the “Structural Commentaries (User’s Guide – NBC 2020: Part 4 of Division B).”

The test method described in CAN/CSA-A123.21, “Standard test method for the dynamic wind uplift resistance of membrane-roofing systems,” applies only to sheet membrane roofing systems whose components’ resistance to wind uplift is achieved by fasteners or adhesives. It does not apply to liquid-applied membranes or to membrane roofing systems that use ballasts, such as gravel or pavers, to secure the membrane against wind uplift.

In the case of sheet membrane roofing systems in which the waterproof membrane is attached to the structural deck using mechanical fasteners, the wind-induced forces and the roofing system’s response are time- and space-dependent and, thus, dynamic in nature. Further information on the design and evaluation of such systems can be found in “A Guide for the Wind Design of Mechanically Attached Flexible Membrane Roofs,” published by NRC.

The wind uplift resistance obtained from the test method in CAN/CSA-A123.21 is limited to configurations with specific fastener or adhesive patterns. To extrapolate the test data to non-tested configurations, refer to ANSI/SPRI WD-1, “Wind Design Standard Practice for Roofing Assemblies,” for a rational calculation procedure. However, in using this extrapolation procedure, wind loads should be calculated in accordance with the By-Law. NRC’s guide for wind design referenced above provides further guidance and examples of wind load calculations.

Wind resistance of ballasted roofs may be calculated using ANSI/SPRI RP-4, “Wind Design Standard for Ballasted Single-ply Roofing Systems”. However, its methods are based on wind speeds, not wind pressures. Conversely, wind pressures, not wind speeds, are used in Appendix C of this By-law. Therefore, a registered professional skilled in the work of Part 4 should use the ANSI/SPRI standard in conjunction with wind speeds listed in Table C-1, applying wind loads calculated in accordance with Subsection 4.1.7. of Division B (see the commentary on Wind Effects in Appendix C of Division B). Where ballast is used to resist other structural loads in a building, a registered professional is responsible to review these, particularly in replacement roofing.

Technical Bulletin Volume 40 “Design of Loose-Laid Gravel Stone Ballasted Roofs” published by the Canadian Roofing Contractors Association (CRCA) provides some guidance for using the ANSI/SPRI standard to determine ballast requirements. Note that the exposure categories are different from those used in this By-law. A registered professional may select the appropriate ballast size and weight guidelines based on roof zones and zone dimensions.

The ballast values published in CRCA Technical Bulletin Volume 40 are minimum values that will address many roof designs where the roof deck is air-impermeable. If the roof deck is air-permeable, or if flow control drains are present (these may retain water on the roof, thereby introducing added buoyancy), the design may require higher ballast weights (and correspondingly higher volumes). A registered professional should ensure that the structural design of the building can accommodate the necessary ballast weight, together with anticipated live loads including those loads imposed on the building during construction.

While gravel ballast is commonly used on protected membrane roof systems, wind scour can dislodge rocks from the roof, rendering them a public safety hazard. Consequently, a roof may need to be designed with higher parapets or with a different ballast material, such as concrete pavers. See also CRCA Technical Bulletin Volume 35 “Ballast For Protected Membrane Roofing” on ballast design requirements for protected membrane roofs.”;

- (b) adds a new Note A-5.2.2.2.(6):

**“A-5.2.2.2.(6) Vegetated Roof Assemblies.** When a vegetated system is added on the top of a membrane roofing assembly, a *vegetated roof assembly* is formed. The test methods described in CAN/CSA-A123.24, “Standard test method for wind resistance of vegetated roof assembly,” determine both the wind uplift resistance and the wind flow resistance of the *vegetated roof assembly*. If the wind uplift resistance of the membrane roofing assembly used in the *vegetated roof assembly* has already been determined in accordance with the requirements of CAN/CSA-A123.21, “Standard test method for the dynamic wind uplift resistance of membrane-roofing systems,” as required by Sentence 5.2.2.2.(4), then this resistance can be used as an acceptable conservative wind uplift resistance of the *vegetated roof assembly*; in such cases, only the wind flow resistance of the *vegetated roof assembly* has to be determined in accordance with CAN/CSA-A123.24. If, however, any variations in the components or methods of construction of the membrane roofing assembly used in the *vegetated roof assembly* are made after the wind uplift resistance was determined in accordance with the requirements of CAN/CSA-A123.21, then the wind uplift resistance of the *vegetated roof assembly* must be determined in accordance with CAN/CSA-A123.24.”;

- (c) in Note A-5.6.1.2.(1), strikes out “sloped” and substitutes “water-shedding”;

- (d) in Note A-5.6.1.2.(2):

(i) strikes out “Vegetated Roofing Systems” and substitutes “Integrity and Performance of Vegetated Roof Assemblies”; and

(ii) strikes out “Vegetative Roof Systems Manual.” and substitutes:

““The NRCA Vegetative Roof Systems Manual” and in the standards published in the “Roofing Practices Manual” by the Roofing Contractors Association of British Columbia.



*A vegetated roof assembly* is intended to both grow and flourish, and is often used to control the rate of rainwater discharged through a *storm drainage system*. Maintenance of a *vegetated roof assembly* is necessary. This includes removal of dead vegetation that does not compost quickly, to reduce fire risk, and regular removal of biomass from around roof drains, to prevent clogging and ponding.”;

(iii) in Note A-5.6.2.1., under “• Roofing Specifications, Canadian Roofing Contractors’ Association”, adds “• Standards in the “Roofing Practices Manual,” Roofing Contractors Association of British Columbia”; and

(iv) in Note A-5.6.2.2.(5), adds the following to the end of the note:

“Refer also to Division B of Book II (Plumbing Systems), Sentence 2.4.10.4.(2). (For climate resiliency requirements see CAN/CSA-A123.26, “Performance requirements for climate resilience of low slope membrane roofing systems”, together with the Standards published in the “Roofing Practices Manual” by the Roofing Contractors Association of British Columbia.)”.

19. In Clause 2.2.4.3.(1)(e) of Book I, Division C, Council:

(a) strikes out “design” and substitutes “design and construction”; and

(b) strikes out “cladding.” and substitutes “cladding, including the roof assembly.”.

20. In Note A-2.2.6.2.(1) of the Notes to Part 2 of Book I, Division C, Council:

(a) strikes out “air-conditioning systems are:” and substitutes “air-conditioning systems, and building enclosure assemblies are:”;

(b) in point (n), strikes out “, and” and substitutes “, ”;

(c) in point (o), strikes out “.” and substitutes “, and”; and

(d) adds a new point (p):

“(p) the dimensions of the edge, field and corner zones of the roof, and load values for each affected area of a wall and roof assembly (see Figures 4.1.7.6.-A through 4.1.7.6.-C in Article 4.1.7.6. of Division B).”.

21. In the Notes to Part 2 of Book II, Division C, Council strikes out Note A-2.2.6.2.(1).

22. In Table 2.4.2.5. of Book II, Division B, Council:

(a) strikes out “green roof” wherever it appears and substitutes “*vegetated roof assembly*”;

(b) strikes out “green roofs” wherever it appears and substitutes “*vegetated roof assemblies*”; and

(c) in Note (2) of the Notes to Table 2.4.2.5., strikes “Article 3.1.14.4.” and substitutes “Article 3.1.14.4. and Article 5.6.1.2.”.

23. 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.

24. This By-law comes into force and takes effect on July 1, 2024.

ENACTED by Council this                      day of                      , 2024

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend Building By-law No. 12511 regarding energy upgrades at the time of renovation**

The attached by-law will implement Council's resolution to amend the Building By-law regarding energy upgrades at the time of renovation and is to take effect February 28, 2025.

Director of Legal Services  
June 25, 2024

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

**A By-law to amend Building By-law No. 12511  
regarding energy upgrades at the time of renovation**

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

1. This by-law amends the indicated provisions of Building By-law 12511.
2. In Sentence 11.2.1.4.(2) of Division B of Book 1, Council strikes out Table 11.2.1.4.(2) and substitutes the following:

**“Table 11.2.1.4.(2)**

**Energy Efficiency Upgrade Requirements for Residential Buildings containing not more than Two Principal Dwelling Units Forming part of Sentence 11.2.1.4.(2)**

	EnerGuide Assessment <sup>(1)</sup>	Air tightness upgrades <sup>(2)</sup>	Attic and Sloped Roof Insulation <sup>(3)</sup>	Hot Water Heating <sup>(4)</sup>	Space Heating
<b>Alteration construction (\$) value</b>					
\$0.00 to \$149,999	N	N	N	N	N
\$150,000 to \$249,999	N	N	N	Y	N
≥\$250,000	Y <sup>(1)</sup>	Y	Y	Y	Y

**Notes to Table 11.2.1.4.(2):**

- (1) An EnerGuide Assessment completed within the last 4 years must be submitted, a post-construction assessment must also be completed.
- (2) Where EGH>5 air changes per hour, air sealing is required.
- (3) Where attic insulation <R12 (2.11RSI), increase to R28 (4.93RSI); where attic insulation ≥R12 (2.11RSI), increase to R40 (7.04RSI); Insulation in existing attics shall not exceed R43.7 (7.7RSI). All flat roof and cathedral ceiling insulation shall be upgraded to ≥R14 (2.47RSI).
- (4) Domestic hot water equipment must be replaced in compliance with the domestic hot water requirements of Article 10.2.2.12. or a uniform energy factor of not less than 1.0, except the system may be gas-fired with a uniform energy factor of not less than 0.78 or a thermal efficiency of not less than 90% where: the building mechanical room, storage or service spaces have insufficient space to accommodate the footprint, height, or manufacturer-specified space requirements of the new equipment; the existing electrical panel has insufficient circuit or amperage capacity to accommodate the new equipment; the existing domestic hot water system is part of a combined system that also provides space-heating; the existing domestic hot water equipment was installed with a valid permit within the previous five years; or, equivalent emissions reduction measures are completed as *acceptable* to the *Chief Building Official*.”.

3. In Book 1, Division B, Council adds the following new Article in the correct numerical order:

**“11.4.7.2. Alternative Compliance Measures for Energy Upgrades**

- 1) An existing residential *building* containing not more than two principal *dwelling units* may be converted into 2 or more strata lots, if the entire *building* is
  - a) upgraded to comply with the domestic hot water heating requirements in Sentence 10.2.2.12.(1), and

b) upgraded to comply with electric heating requirements in Sentences 10.2.2.13.(1) and 10.2.2.14.(1).

4. This by-law is to come into force and take effect on February 28, 2025.

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

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**A By-law to authorize the amendment of a  
Heritage Revitalization Agreement Authorized by By-law No. 8935  
for 6161 Macdonald Street**

The attached by-law will accomplish Council's resolution adopted on June 13, 2024 to amend the Heritage Revitalization Agreement entered into pursuant to Heritage Revitalization Agreement By-law No. 8935 with respect to a property located at 6161 Macdonald Street.

Director of Legal Services  
June 25, 2024

**BY-LAW NO.**

**A By-law to authorize the amendment of a  
Heritage Revitalization Agreement Authorized by By-law No. 8935  
for 6161 Macdonald Street**

PREAMBLE

WHEREAS

Council has authority under the *Vancouver Charter* to amend an existing Heritage Revitalization Agreement with the consent of the owner of heritage property.

AND WHEREAS

Pursuant to By-law No. 8935, the City of Vancouver (the "City") has entered into a Heritage Revitalization Agreement with the owner of certain property with a civic address of 6135 Macdonald Street (now 6135 and 6161 Macdonald Street) (the "Heritage Revitalization Agreement").

AND WHEREAS

The owner of 6161 Macdonald Street now wishes to amend the Heritage Revitalization Agreement with respect to the property at 6161 Macdonald Street and the owner's proposed amendments are acceptable to the City.

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

1. Council authorizes amendment of the Heritage Revitalization Agreement with the owner in respect of 6161 Macdonald Street, in substantially the form and substance of the Heritage Revitalization Amendment Agreement attached as Schedule A 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

**MODIFICATION OF HERITAGE REVITALIZATION AGREEMENT**  
**6161 Macdonald Street**

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of May, 2023, is

BETWEEN:

**JANE ANN MACDOUGALL**  
 4891 Paton Street, Vancouver, BC V6L 2H9  
 (the "Owner")

AND:

**CITY OF VANCOUVER**  
 453 West 12<sup>th</sup> Avenue, Vancouver, BC V5Y 1V4  
 (the "City")

WHEREAS:

- A. The Owner is the legal and beneficial owner of the lands and premises in the City of Vancouver having a civic addresses of 6161 Macdonald Street, Vancouver, British Columbia, legally described as follows:
- PID: 026-085-500  
 Lot 2 Block D District Lot 321 Group 1 New Westminster District Plan BCP14095  
 (the "Lands");
- B. As part of a proposed development of the Lands, the previous owners of the Lands and the City entered into a heritage revitalization agreement in respect of the Lands, notice of which was registered on title to the Lands in the Land Title Office on October 6, 2004 under No. BW461249 (the "HRA"), which agreement is binding on the current Owner; and
- C. The City and the Owner have agreed to modify the HRA on the terms and conditions set out herein, subject to enactment of a by-law authorizing this Agreement pursuant to Section 592(4) of the *Vancouver Charter*.

**NOW THEREFORE** in consideration of the matters referred to in the foregoing recitals, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Owner and the City), the Owner and the City hereby covenant and agree as follows:

1. **Interpretation.** All capitalized terms in this Agreement, unless otherwise defined in this Agreement, have the meanings ascribed thereto in the HRA.
2. **Modification of HRA.** The HRA is hereby modified, as of the date that notice of this Agreement is registered in the Land Title Office, by:
  - (a) deleting Recital B and replacing it with:
 

"B. The Lands are within the R1-1 District of the City's *Zoning and Development By-law*.";



(b) deleting Recital E and replacing it with:

“E. The South Parcel will be a vacant building site on which, at the time of the Owners’ choosing, the Owners will construct a new development, which development and replacements thereof from time to time are herein called the “New House”.”;

(c) deleting Section 5(a) and replacing it with the following:

“(a) [Intentionally deleted];”;

(d) deleting Section 5(b) and replacing it with the following:

“(b) [Intentionally deleted]; and”.

3. **HRA Ratified and Confirmed.** Except as hereby expressly modified, the HRA is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the HRA and this Agreement will be read and construed as one document.
4. **Conflict.** In the event of any conflict between the terms and conditions of the HRA and this Agreement, the terms and conditions of this Agreement will prevail.
5. **Further Assurances.** The City and the Owner will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
6. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the City and the Owner and their respective successors and permitted assigns.
7. **Amendment.** No alteration or amendment of the Agreement or this Agreement shall have effect unless the same is in writing and duly executed by all the parties.
8. **City’s Other Rights.** Nothing contained or implied in this Agreement 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.
9. **Time.** Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF VANCOUVER

Per:

\_\_\_\_\_  
Authorized Signatory

{01976795v3}

Modification of Heritage Revitalization Agreement  
6161 Macdonald Street

SIGNED, SEALED AND DELIVERED )  
 in the presence of: )  
 \_\_\_\_\_ )  
 Witness Claire Louise Allen )  
5308 Prince Edward St. Vancouver )  
 Address VSW 2X16 )  
 \_\_\_\_\_ )  
 Occupation Producer )

Jane Ann MacDougall  
 \_\_\_\_\_  
 JANE ANN MACDOUGALL

## EXPLANATION

### **A By-law to amend the Standards of Maintenance By-law No. 5462 regarding miscellaneous amendments**

Enactment of the attached by-law will implement Council's resolution of June 11, 2024 to amend the Standards of Maintenance By-law regarding miscellaneous amendments.

Director of Legal Services  
June 25, 2024

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

**A By-law to amend the Standards of Maintenance By-law No. 5462  
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 Standards of Maintenance By-law No. 5462.
2. Council adds a new section 8.1(1A) as follows:  
  
“(1A) Any exterior windows installed to be opened and closed, must be maintained to both open and close.”.
3. Council strikes “\$10,000.00” from both section 23.6(1) and 23.7 and replaces it with “\$50,000.00”.
4. Council strikes “\$500.00” from section 23.6(2) and replaces it with “\$1,000.00”.
5. Council strikes “sixty” from section 23.9 and replaces it with “thirty”.
6. Council adds a new section 22A as follows:  
  
“22A. SNOW REMOVAL  
  
(1) The owner of any parcel of real property shall, no later than 10:00 a.m. every day, remove or cause the removal of all snow and ice from all improved accessible parking stalls, including a direct walkway with a width of 1.5 meters from any commercial or residential building on the real property to the parking stalls.  
  
(2) If an owner fails to remove all snow and ice, the Chief Building Officer may authorize the removal by another person and all costs shall be at the expense of the owner and the City may recover the costs of such removal by action in a court of competent jurisdiction or by attaching the costs to the taxes.”.
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 the  
Ticket Offences By-law No. 9360  
regarding the Standards of Maintenance By-law**

The attached by-law will implement Council's resolution of June 11, 2024 to add offences under the Standards of Maintenance By-law.

Director of Legal Services  
June 25, 2024

**BY-LAW NO.**

**A By-law to amend the  
Ticket Offences By-law No. 9360  
regarding the Standards of Maintenance By-law**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. In section 2.6, Council adds the words “Standards of Maintenance By-law,” after the words “Graffiti By-law,”.
3. Council inserts a new Table 16 as follows:

**“Table 16  
Standards of Maintenance By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Manager, Property Use Inspections	Fail to maintain fire escapes, stairways, balconies or porches and landings	Section 11.1(1)	\$1,000.00
	Fail to maintain walls, floors, and roof constructions	Section 15.1(1)	\$1,000.00
	Inadequate supply of hot and cold running water	Section 16.1(2)	\$1,000.00
	Fail to maintain gas systems and appliances	Section 17.1(1)	\$1,000.00
	Fail to maintain heating systems	Section 18 .1(1)	\$1,000.00
	Fail to connect plumbing fixtures to heating facility	Section 21.4(a)	\$1,000.00
	Extraneous moisture	Section 21.13(a)	\$1,000.00
	Fail to maintain standard temperature	Section 21.13(b)	\$1,000.00
	Fail to provide adequate heating	Section 21.14	\$1,000.00
	Fail to comply with order	Section 23.3	\$1,000.00

”.



**EXPLANATION****A By-law to amend the Licence By-law No. 4450  
regarding a miscellaneous amendment**

Enactment of the attached by-law will implement Council's resolution of June 11, 2024 to amend the Licence By-law regarding a requirement to post a public notice.

Director of Legal Services  
June 25, 2024





## EXPLANATION

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

Following the Public Hearing on April 27, 2023, Council gave conditional approval to the rezoning of the site at 1045 Burnaby Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
June 25, 2024

1045 Burnaby Street

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

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

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (868).

**Definitions**

3. Words in this by-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) for the purpose of calculating the total dwelling unit area for section 5.1 of this by-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Below-market Rental Housing Units" means dwelling units where the rents are set, at the commencement of each new tenancy, at rates that do not exceed either 20% or 50% below the Canada Mortgage Housing Corporation (CMHC) average rents for Zone 2 (English Bay), all as secured by a housing agreement registered on title to the property.

**Uses**

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

- (a) Dwelling Uses, limited to Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses permitted in this section.

## Conditions of Use

5.1 A minimum of 20% of the total dwelling unit area must be below-market rental housing units.

5.2 The design and layout of at least 35% of the total number of below-market rental dwelling units and at least 35% of the total number of other dwelling units must:

- (a) be suitable for family housing; and
- (b) have 2 or more bedrooms.

## Floor Area and Density

6.1 Computation of floor area must assume that the site area is 1,605.9 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

6.2 The maximum floor space ratio for all uses combined is 6.19.

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

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
  - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
  - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
  - (ii) bicycle storage, and
  - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;

- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) all storage area below base surface for non-dwelling uses.

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

6.6 Where floor area associated with residential storage area is excluded, a minimum of 20% of excluded floor area above base surface must be located within the below-market rental housing units as storage area.

### **Building Height**

7.1 Building height must not exceed 49.0 m.

7.2 Despite section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted mechanical appurtenances must not exceed 50.02 m.

### **Horizontal Angle of Daylight**

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

8.2 For the purposes of section 8.1 above, habitable room means any room except a bathroom or a kitchen.

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

8.4 The plane or planes referred to in section 8.3 above must be measured horizontally from the centre of the bottom of each window.

8.5 An obstruction referred to in section 8.3 above means:

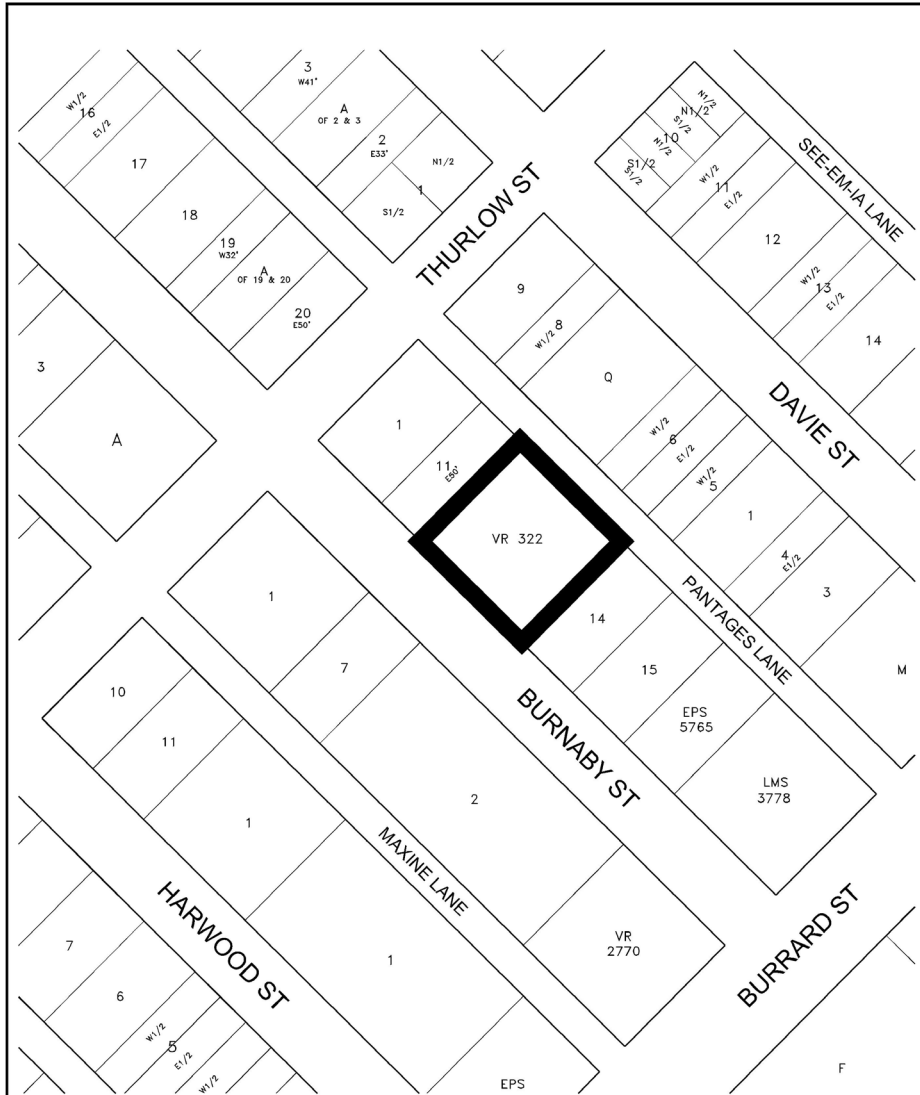
- (a) any part of the same building excluding permitted projections; or
- (b) the largest building permitted on any adjoining site.

8.6 The Director of Planning or Development Permit Board may vary the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines and:

- (a) the minimum distance of unobstructed view is at least 3.7 m; or



**Schedule A**



The property outlined in black (  ) is rezoned:  
From **RM-5A** to **CD-1**

RZ- 1045 Burnaby Street	map: 1 of 1	
	scale: NTS	
<b>City of Vancouver</b>	ph date: 2023-04-27	

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 3839 Street**

On November 3, 2023, the Director of Planning approved in principle a development on the above-noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant land owner, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
June 25, 2024



3839 Commercial Street

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

**A By-law to enact a Housing Agreement  
for 3839 Commercial 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:

032-229-038

Lot A District Lot 744 Group 1 New Westminster District  
Plan EPP134596

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

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

\_\_\_\_\_  
Mayor

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



1. Application

**Farris LLP Barristers and Solicitors  
25th Floor, 700 West Georgia Street  
Vancouver BC V7Y 1B3  
604 684 9151**

File: 51057-0001  
1. 3839 Commercial Street - Secured Market Housing Agreement  
BJP/md

2. Description of Land

PID/Plan Number	Legal Description
032-229-038	LOT A DISTRICT LOT 744 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP134596

3. Nature of Interest

Type	Number	Additional Information
COVENANT		See Article 2
PRIORITY AGREEMENT		Granting to above charge priority over Mortgage CB433945 and Assignment of Rents CB433946

4. Terms

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

5. Transferor(s)

**3839 COMMERCIAL STREET HOLDINGS LTD., NO.BC1340693**  
**CASADOR DEVELOPMENTS INC., NO.362534**

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
2024-06-04

**3839 COMMERCIAL STREET  
HOLDINGS LTD.**

By their Authorized Signatory

Name:  
ERIC CHAN

Banij Mirzad  
Temporary Articled student  
Farris LLP  
2500-700 w Georgia St  
Vancouver, BC V7Y 1B3  
**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF VANCOUVER**  
By their Authorized Signatory

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

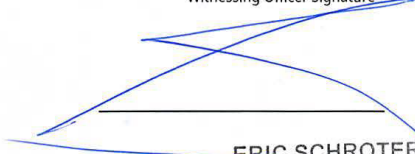
\_\_\_\_\_  
Name:

**Officer Certification**

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



Witnessing Officer Signature


  
**ERIC SCHROTER**  
*Barrister & Solicitor*  
CAMPBELL FROH MAY & RICE LLP  
#200 - 5811 COONEY ROAD  
RICHMOND, B.C. V6X 3J6  
TELEPHONE: (804) 273-8481

Execution Date

YYYY-MM-DD  
2024/06/27

Transferor / Transferee / Party Signature(s)

**CASADOR DEVELOPMENTS INC.**  
By their Authorized Signatory

  
Name: Mohammad Karim

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 HOUSING)  
3839 COMMERCIAL STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 3839 COMMERCIAL STREET HOLDINGS LTD., is called the “Owner”, as more particularly defined in Section 1.1(s); 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 a development permit application for the Lands under number DP-2023-00528 (the “Development Permit Application”) to develop on the Lands a four-storey mixed-use residential building containing a total of twenty-one (21) residential strata lots, including one (1) residential strata lot comprising three (3) secured-market rental housing dwelling units, with additional retail strata lots at grade, and additional office strata lots on the second floor, all over one level of underground parking (with all of the strata lots to be constructed pursuant to the Development Permit Application being collectively referred to as the “Strata Lots”);
- 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 three (3) 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

{02119643v3}

#157692v1

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 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) **“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, 3839 COMMERCIAL STREET HOLDINGS 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) “**Strata Lots**” has the meaning ascribed to that term in Recital C;
- (x) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units;
- (y) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii); and
- (z) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, 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 three (3) Housing Units contained within one of the Strata Lots 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 one (1) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have two (2) bedrooms;
- (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 a single purchaser, 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 Market Rental Housing Units (or Replacement Rental Housing Units, 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, except to the extent such Losses are caused by the gross negligence or wilful misconduct 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 5.1(b) will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

5.3 Survival of Release and Indemnities. The release and indemnities in this **Error! Reference source not found.** 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

- (a) 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: If to the City:

City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia

V5Y IV4

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

(b) If to the Owner:

**3839 Commercial Street Holdings Ltd.**  
2500 - 700 West Georgia Street  
Vancouver, British Columbia  
V7Y 1B3

Attention: Goran Arevski & Eric Chan

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 whether by strata plan, subdivision plan or otherwise, provided that notwithstanding anything to the contrary in this Agreement, the liability of the Owner pursuant to this Agreement shall be limited to liability arising while such Owner is the owner of the Lands.

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

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

7.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City

so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
- (c) which the Director of Legal Services has determined, in her/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. Save and except with respect to the sale of all of the Strata Lots save for the Strata Lot containing the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) by the Owner to the initial purchasers thereof, 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 interests in the title to the Lands with the interests in land created hereby;

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

7.10 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.

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Chargeholder"** means CASADOR DEVELOPMENTS INC.;
- (b) **"Existing Charges"** means the Mortgage registered under number CB433945 and the Assignment of Rents registered under number CB433946;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**END OF DOCUMENT**



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 103 – 111 North Templeton Drive and 2185 Oxford Street**

After the public hearing on March 9, 2023, Council approved in principle the land owner's application to rezone the above noted property from RM-3A (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  
June 25, 2024





1. Application

**SAMPSON DAVIE FANE VOLPIANA LLP**  
**Barristers and Solicitors**  
**408 - 355 Burrard Street**  
**Vancouver, BC V6C 2G8**  
**604.343.1930**

File No.: 1097-21-0289  
 Alex Fane / Kelly Boreham  
 Templeton and Oxford - Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
<b>007-150-164</b>	<b>LOT 12 BLOCK 15 DISTRICT LOT 184 PLAN 178</b>
<b>010-514-830</b>	<b>LOT 13 BLOCK 15 DISTRICT LOT 184 PLAN 178</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		
<b>PRIORITY AGREEMENT</b>		<b>granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA8206353, Assignment of Rents CA8206354, Mortgage CA8206309 and Assignment of Rents CA8206310</b>

4. Terms

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

5. Transferor(s)

**1114747 B.C. LTD., NO.BC1114747**  
**ROYAL BANK OF CANADA, AS TO PRIORITY**

6. Transferee(s)

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

7. Additional or Modified Terms



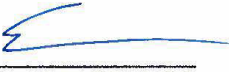
8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)



YYYY-MM-DD  
2024-04-15

**1114747 B.C. LTD.**  
By its Authorized Signatory(ies):

  
Name: Christopher Evans

ALEXANDER K. FANE  
BARRISTER & SOLICITOR  
SAMPSON DAVIE FANE VOLPIANA LLP  
SUITE 408 - 355 BURRARD STREET  
VANCOUVER, B.C. V6C 2G8  
(604) 343-1943

Name:

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

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

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

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

**Officer Certification**

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



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD
------------

**1114747 B.C. LTD.**

By its Authorized Signatory(ies):

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

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

**Officer Certification**

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

Witnessing Officer Signature

Execution Date


Transferor / Transferee / Party Signature(s)

  
 \_\_\_\_\_

YYYY-MM-DD
2024-05-07

**ROYAL BANK OF CANADA**

By its Authorized Signatory(ies):

  
 \_\_\_\_\_

**Name:** TIMOTHY LU

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

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

RBC Royal Bank  
 36th flr, 1055 W Georgia St  
 Vancouver, BC V6E 3S5

**Officer Certification**

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



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

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

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

**Officer Certification**

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

**Electronic Signature**

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

\_\_\_\_\_

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
RENTAL HOUSING

103 - 111 NORTH TEMPLETON DRIVE AND 2185 OXFORD STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 1114747 B.C. LTD., is called the “**Owner**”, as more particularly defined in Section 1.1(q); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “**City**” or the “**City of Vancouver**” when referring to corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RM-3A (Residential) District to CD-1(Comprehensive Development) District (the “**Rezoning**”) to permit the development of six-storey building containing 36 secured-market rental units and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the “**Rezoning By-law**”):
- “2.5 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant to secure all 36 residential units 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 a no-separate-sales covenant and a no-stratification covenant, and such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may require.*
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City at by-law enactment pursuant to Section 565.2 of the Vancouver Charter and a Section 219 Covenant.”, and*
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;
- (g) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (h) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (i) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (k) **“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;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;



- (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, 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;
- (o) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;
- (p) **“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;
- (q) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely 1114747 B.C. LTD., and its successors and permitted assigns;
- (r) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (s) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (t) **“Rental Housing Units”** means at least 36 new residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (u) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;

- (v) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (w) “**Rezoning**” means the rezoning of the Lands as described in Recital C;
- (x) “**Rezoning By-law**” has the meaning ascribed to it in Recital C;
- (y) “**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;
- (z) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii); and
- (aa) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 36 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 36 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;

- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3  
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and

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

**ARTICLE 4  
ENFORCEMENT**

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

**ARTICLE 5  
RELEASE AND INDEMNITY**

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

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

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

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

- (ii) that 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 Covenant granted in this Agreement.

**5.2 Conduct of Proceedings.**

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably

withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

#### **ARTICLE 6 NOTICES**

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

- (a) If to the City, addressed to:

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

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

- (b) If to the Owner, addressed to:

**1114747 B.C. LTD.**  
700 - 700 West Georgia Street  
Vancouver, British Columbia  
V7Y 1A1

Attention: Chris Evans

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

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

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

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

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

**7.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

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

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

**7.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;



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

**7.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

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

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Chargeholder" means ROYAL BANK OF CANADA;
- (b) "Existing Charges" means the Mortgages registered under numbers CA8206309 and CA8206353 and the Assignments of Rents registered under numbers CA8206310 and CA8206354;
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**END OF DOCUMENT**

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1749 – 1769 East 33<sup>rd</sup> Avenue**

After the public hearing on April 9, 2024, Council approved in principle the land owner's application to rezone the above noted property from R1-1 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was 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  
June 25, 2024

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 1749 – 1769 East 33<sup>rd</sup> Avenue**

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

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

013-860-453	The West 1/2 of Lot 9, Except the North 10 Feet Now Lane, South 1/2 of District Lot 706 Plan 2349
008-076-723	The East 1/2 of Block 10, Except the North 10 Feet and South 7 Feet Now Highways, South 1/2 of District Lot 706 Plan 2349
013-861-085	The West 1/2 of Lot 10 Except the North 10 Feet and the South 7 Feet Now Highways South 1/2 of District Lot 706 Plan 2349

which lands will be subject to a consolidation and subdivision to dedicate the south 7 feet of The West 1/2 of Lot 9, Except the North 10 Feet Now Lane, South 1/2 of District Lot 706 Plan 2349 for road purposes yielding a parcel with a legal description of Lot A South 1/2 of District Lot 706 Group 1 New Westminster District Plan EPP138096 in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

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

\_\_\_\_\_  
Mayor

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



1. Application

Lori Brassington, TERRA LAW CORPORATION  
2800 - 650 West Georgia Street  
Vancouver BC V6B 4N7  
604-628-8974

505191/JC

2. Description of Land

PID/Plan Number      Legal Description

EPP138096      LOT A SOUTH 1/2 DISTRICT LOT 706 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP138096

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument
PRIORITY AGREEMENT		Page 16

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

KENSINGTON PARK DEVELOPMENT NOMINEE INC., NO.BC1329020

THE BANK OF NOVA SCOTIA, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
2024-06-12

**KENSINGTON PARK DEVELOPMENT  
NOMINEE INC.**

By their Authorized Signatory

Name: Ivan Acciugatto

**LEAH CATHERINE BLEAKLEY**  
**A Commissioner for Taking Affidavits**  
**for British Columbia**  
**600 - 550 Burrard Street, Vancouver, BC V6C 2B5**  
**Commission Expiry: 2027-04-30**

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

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

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

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

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

**Officer Certification**

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



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**KENSINGTON PARK DEVELOPMENT  
NOMINEE INC.**

By their Authorized Signatory

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

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

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

**Catherine L. H. Lee**  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7  
604-502-5606

YYYY-MM-DD  
  
2024-06-12

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

Name:  
**Annie Li**  
Director & Group Lead  
Real Estate Banking

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

**Officer Certification**

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



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**CITY OF VANCOUVER**  
By their Authorized Signatory

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

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

**Officer Certification**

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

**Electronic Signature**

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

\_\_\_\_\_



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

1749 - 1769 EAST 33<sup>RD</sup> AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, KENSINGTON PARK DEVELOPMENT NOMINEE INC., is called the "Owner", as more particularly defined in Section 1.1(r); and
  - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from R1-1 (Residential Inclusive) District to CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of a five-storey building and four-storey building containing a total of 109 secured market rental units and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the "Rezoning By-law"):
- "2.7 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant to secure all 109 residential units as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City's Secured Rental Housing Policy, for a term equal to the longer of 60 years and the life of the building, subject to a no-separate-sales covenant and a no-stratification covenant, a provision that none of such units will be rented for less than one month at a time, and such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may require. The Housing Agreement and Section 219 Covenant will also ensure the use and access of the amenity spaces, currently designated on the plans submitted for rezoning as "amenity" on level 1 of the south building and "indoor area" and "outdoor area" on the rooftop of the south building, and any other amenity spaces as may be shown on the development plans approved in connection with the development permit, shall be shared and made available to all residential occupants and/or tenants of the building as a common space in perpetuity.*
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City at by-law enactment pursuant to Section 565.2 of the Vancouver Charter and a Section 219 Covenant."*, and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Amenity Spaces”** means those portions of a New Building designated on the plans submitted for the Rezoning as “amenity” on level 1 of the south building and “indoor area” and “outdoor area” on the rooftop of the south building, and any other amenity spaces as may be shown on the development plans approved in connection with the Development Permit;
- (c) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (d) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (e) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **“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;
- (g) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;
- (h) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (j) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and

Sustainability Department and her/his successors in function and their respective nominees;

- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;
- (q) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely KENSINGTON PARK DEVELOPMENT NOMINEE INC., and its successors and permitted assigns;
- (s) **“Owner’s Personnel”** means any and all of the officers, employees, contractors, subcontractors, agents, licensees, invitees and permittees of the Owner;
- (t) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made

available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (v) "Rental Housing Units" means an aggregate of at least 109 new residential units of Rental Housing to be contained within the New Buildings upon their completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and "Rental Housing Unit" means any one of them;
- (w) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Rental Housing Units" means all of such units;
- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (z) "Rezoning By-law" has the meaning ascribed to it in Recital C;
- (aa) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the last New Building to be completed on the Lands; and
  - (ii) the date as of which both New Buildings are demolished or substantially destroyed;
- (bb) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (cc) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

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

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

2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Buildings, that:

- (a) throughout the Term, the Lands and the New Buildings will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Buildings containing not less than an aggregate of 109 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Buildings are completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Rental Housing Units in the New Buildings will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if any New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for such New Building, then it will promptly take all steps reasonably necessary to enable it to repair such New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than an aggregate of 109 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “Replacement Rental Housing Unit”), in accordance with the terms of this Agreement and the applicable by-laws of the

City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

- (d) when the New Buildings are completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Amenity Spaces will be shared and made available to all residential occupants and/or tenants of the New Buildings as common spaces in perpetuity;
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;
- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (h) throughout the Term, any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Buildings 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;
- (j) if any New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or better than the state and condition thereof as existed before such damage occurred; and
- (k) throughout the Term, it will insure, or cause to be insured, the New Buildings to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3  
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Buildings will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Buildings and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof that the insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Buildings until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
ENFORCEMENT**

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

**ARTICLE 5  
RELEASE AND INDEMNITY**

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
  - (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Buildings or any part thereof;
    - (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except in each case to the extent that such Losses are attributable to the wrongful intentional acts or 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 or which could not have been sustained "but for" any of the following:
  - (i) this Agreement;
  - (ii) the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
    - (B) withholding any permit pursuant to this Agreement;
    - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
    - (D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
  - (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

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



**5.2 Conduct of Proceedings.**

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

**ARTICLE 6  
NOTICES**

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

- (a) If to the City, addressed to:

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

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

- (b) If to the Owner, addressed to:

**Kensington Park Development Nominee Inc.**  
600 - 550 Burrard Street  
Vancouver, British Columbia  
V6C 2B5

Attention: Director

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

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

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

#### ARTICLE 7 MISCELLANEOUS

**7.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

**7.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any 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 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.

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

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

**7.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

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

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

**7.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Buildings or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the continuing obligations, agreements and indemnities of the Owner under this Agreement. Provided any such purchaser/transferee enters into an assumption agreement as provided for in this Section 7.7, the selling/transferring Owner will not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance. The provisions in this Section 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

**7.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a

court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Chargeholder" means THE BANK OF NOVA SCOTIA;
- (b) "Existing Charges" means the Mortgage registered under number CA9487399 (extended by CA9662922) and the Assignment of Rents registered under number CA9487400 (extended by CA9662923);
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**END OF DOCUMENT**