

EXPLANATION**A By-law to amend the Mayor and Councillor Expenses By-law No. 11529**

Enactment of the attached by-law will implement Council's resolution of November 12, 2024 to amend the Mayor and Councillor Expenses By-law regarding miscellaneous amendments.

Director of Legal Services
November 26, 2024

EXPLANATION**A By-law to amend Vehicles for Hire By-law No. 6066
regarding increased towing rates and fees and electronic Tow-away Notices**

Enactment of the attached by-law will implement Council's resolution of November 13, 2024 to amend the Vehicles for Hire By-law regarding increased towing rates and fees and electronic Tow-away Notices.

Director of Legal Services
November 26, 2024

BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding increased towing rates and fees
and electronic Tow-away Notices**

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 Vehicles for Hire By-law No. 6066.

2. Council strikes out sections 17(10) and (11) and substitutes the following:

“(10) No driver of a tow truck shall remove any motor vehicle from a commercial parking lot unless upon the specific instruction of the owner of such vehicle or unless:

- (a) there is displayed on the vehicle a Tow-away Notice issued pursuant to the provisions of section 10.5(a) of the Licence By-law; or
- (b) the driver has received an electronic Tow-away Notice issued pursuant to the provisions of section 10.5(b) of the Licence By-law.

(11) Where a vehicle is removed by the driver of a tow truck:

- (a) pursuant to a Tow-away Notice displayed on the vehicle under section 17(10)(a) above, the driver shall:
 - (i) at the time of removal, endorse such time on the original and duplicate Notice and initial the same,
 - (ii) leave the duplicate on the vehicle in a conspicuous place, and
 - (iii) retain the original Notice for a period of thirty days, which Notice shall be subject to inspection upon demand by the Inspector; and
- (b) pursuant to a Tow-away Notice received under section 17(10)(b) above:
 - (i) the driver shall at the time of removal, endorse such time on the original Notice and initial the same,
 - (ii) the impound lot operator shall provide a printed or electronic copy of the endorsed and initialled Notice to the owner at the time the vehicle is released to the owner from the impound lot, and
 - (iii) the driver shall retain a copy of the endorsed and initialled Notice for a period of thirty days, which Notice shall be subject to inspection upon demand by the Inspector.”.

3. Council strikes out Schedule C and substitutes the Schedule C attached to this by-law.

4. This by-law is to come into force and take effect upon enactment, except that section 3 will come into force and take effect on January 1, 2025.

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

Schedule "C"

Rates and fees for private impounded vehicles (towing fees will have GST added)

1. Towing fees

- (a) Vehicle with a gross vehicle weight of up to 3,000 kg or less
- Regular tow.....\$82.18
 - Plus, for a towing distance greater than 6 km.....\$2.41 per km
 - Plus fuel surcharge of 27% on the above rates
 - Plus, for a tow that requires a dolly\$36.05
 - Plus, for a tow in a multi-level parkade\$11.00
- (b) Vehicle with a gross vehicle weight of between 3,000 kg to 6,300 kg
- Regular tow.....\$86.78
 - Plus, for a towing distance greater than 6 km.....\$3.02 per km
 - Plus fuel surcharge of 27% on the above rates
 - Plus, for a tow that requires a dolly\$36.05
 - Plus, for a tow in a multi-level parkade.....\$11.00
- (c) Vehicle with a gross vehicle weight of between 6,300 kg to 9,072 kg
- Regular tow.....\$137.58
 - Plus, for a towing distance greater than 6 km.....\$3.41 per km
 - Plus fuel surcharge of 27% on the above rates
- (d) Vehicle with a gross vehicle weight greater than 9,072 kg
- Regular tow.....\$182.98
 - Plus, for a towing distance greater than 6 km.....\$7.26 per km
 - Plus fuel surcharge of 27% on the above rates

2. Release (unhooking) fees

Where towing service has commenced hook-up and the owner or person in charge requests delivery of the vehicle before it is towed:

- (a) Vehicle with a gross vehicle weight of up to 3,000 kg or less
 - (i) Regular tow..... \$41.09
Plus fuel surcharge of 27% on the above rate
 - (ii) Tow with dolly.....\$70.21
 - (iii) Tow in multi-level parkade\$57.68
 - (iv) Tow with dolly in multi-level parkade.....\$75.71
- (b) Vehicle with a gross vehicle weight of between 3,000 kg to 6,300 kg
 - (i) Regular tow.....\$43.39
Plus fuel surcharge of 27% on the above rate
 - (ii) Tow with dolly\$73.13
 - (iii) Tow in multi-level parkade\$60.61
 - (iv) Tow with dolly in multi-level parkade.....\$78.63
- (c) Vehicle with a gross vehicle weight of between 6,300 kg to 9,072 kg
 - Regular tow..... \$68.79
Plus fuel surcharge of 27% on the above rate
- (d) Vehicle with a gross vehicle weight greater than 9,072 kg
 - Regular tow.....\$91.49
Plus fuel surcharge of 27% on the above rate

3. Storage fees

The daily fee for storage of a vehicle at a storage facility before it is released to its owner:

Length of vehicle

- (a) Up to 20' (6.1m)\$25.18
- (b) > 20' (6.1m) to 35' (10.7m)..... \$50.36
- (c) > 35' (10.7m) \$75.54
- (d) Motorcycles..... \$12.59

EXPLANATION**A By-law to amend Impounding By-law No. 13709
regarding increased towing rates and fees**

Enactment of the attached by-law will implement Council's resolution of November 13, 2024 to amend the Impounding By-law regarding towing rates and fees for 2025.

Director of Legal Services
November 26, 2024

BY-LAW NO. ____

**A By-law to amend Impounding By-law No. 13709
regarding increased towing rates and fees**

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

1. This by-law amends the indicated schedules of the Impounding By-law No. 13709.
2. Council strikes out Schedule A and substitutes the Schedule A attached to this by-law.
3. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A

**Impounding Expenses for Vehicles
(GST will be added to towing charges)**

1. Towing fees

- (a) Vehicle with a gross vehicle weight of 2,999 kg or less
 - (i) regular tow\$82.18
 - (ii) tow with dolly\$118.23

Plus, for a towing distance greater than 6 km.....\$2.41 per km

Plus fuel surcharge of 27% on the above rates

- (b) Vehicle with a gross vehicle weight of 3,000 kg to 6,300 kg
 - (i) regular tow\$86.78
 - (ii) tow with dolly\$122.83

Plus, for a towing distance greater than 6 km\$3.02 per km

Plus fuel surcharge of 27% on the above rates

- (c) Vehicle with a gross vehicle weight of 6,301 kg to 9,072 kg
 - Regular tow\$137.58

Plus, for a towing distance greater than 6 km.....\$3.41 per km

Plus fuel surcharge of 27% on the above rates

- (d) Vehicle with a gross vehicle weight of 9,073 kg and over
 - Regular tow.....\$182.98

Plus, for a towing distance greater than 6 km.....\$7.26 per km

Plus fuel surcharge of 27% on the above rates

2. Release (unhooking) fees

Where towing service has commenced hook-up and the owner or person in charge requests delivery of the vehicle before it is towed.

- (a) Vehicle with a gross vehicle weight of 2,999 kg or less
 - (i) regular tow.....\$41.09

- (ii) tow with dolly.....\$59.12
- Plus fuel surcharge of 27% on the above rates
- (b) Vehicle with a gross vehicle weight of 3,000 kg to 6,300 kg
 - (i) regular tow \$43.39
 - (ii) tow with dolly\$61.42
 - Plus fuel surcharge of 27% on the above rates
- (c) Vehicle with a gross vehicle weight of 6,301 kg to 9,072 kg
 - Regular tow \$68.79
 - Plus fuel surcharge of 27% on the above rate
- (d) Vehicle with a gross vehicle weight of 9,073 kg and over
 - Regular tow \$91.49
 - Plus fuel surcharge of 27% on the above rate

3. Storage charges

For the first day, or portion thereof, and each subsequent day, or portion thereof, that the vehicle is impounded and stored:

- (a) for vehicles up to and including 20 feet in length (6.1 m).....\$25.18
- (b) for vehicles more than 20 feet in length (6.1 metres) up to and including 35 feet in length (10.7 metres).....\$50.36
- (c) for vehicles more than 35 feet in length (10.7 m)\$75.54
- (d) for motorcycles\$12.99

4. Other charges

- (a) discharge of any outstanding liens \$12.50-\$26 per lien
- (b) registered owner search BC \$12.50 per search
- (c) registered owner search outside BC \$12.50 -\$19.00 per search
- (d) registered mail \$10.82
- (e) clearing of grey/black water tanks \$19.47

EXPLANATION**A By-law to amend Licence By-law No. 4450
regarding electronic Tow-away Notices**

Enactment of the attached by-law will implement Council's resolution of November 13, 2024 to amend the Licence By-law regarding electronic Tow-away Notices.

Director of Legal Services
November 26, 2024

BY-LAW NO. _____

**A By-law to amend Licence By-law No. 4450
regarding electronic Tow-away Notices**

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 Licence By-law No. 4450.
2. Council strikes out sections 10.6(5) and (6) and substitutes the following:
 - “(5) Before authorizing any removal pursuant to this section, the owner, occupier, operator, or a duly authorized agent of such owner, occupier or operator shall first:
 - (a) complete and issue a Tow-away Notice in the form prescribed in Schedule “D” of this By-law; or
 - (b) complete and issue a Tow-away Notice electronically that contains the information prescribed in Schedule “D” of this By-law.
 - (6) Every Tow-away Notice issued:
 - (a) under subsection (5)(a) above shall be issued in triplicate and:
 - (i) the original and the duplicate copy shall be placed on the windshield of the vehicle described in the Notice, and
 - (ii) the triplicate copy shall be kept by the person issuing the same for a period of thirty days and shall be subject to inspection upon demand by the Inspector; or
 - (b) under subsection (5)(b) above shall be kept by the person issuing the same for a period of thirty days, and shall be subject to inspection upon demand by the Inspector.”.
3. In Schedule “D”, Council:
 - (a) renumbers sections 1, 2, 3 and 4 as sections 2, 3, 4 and 5, respectively;
 - (b) adds a new section 1 as follows:

“1. Every Tow-away Notice issued under section 10.6(5)(b) shall contain the information in the form shown above, except that additional information, including diagrams, may be added.”
 - (c) in section 2, adds “issued under section 10.6(5)(a)” after “Every Tow-away Notice”;
 - (d) in section 3, strikes out “The form” and substitutes “A Tow-away Notice issued under section 10.6(5)(a)”;

(e) in section 4, adds “of a Tow-away Notice issued under section 10.6(5)(a)” after “The printing stock”; and

(f) in section 5, strikes out “of the form” and substitutes “of a Tow-away Notice”.

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

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

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

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

Enactment of the attached by-law will correct an error and implement Council's resolution of May 8, 2024 to amend the Ticket Offences By-law regarding continuous flame butane lighters.

Director of Legal Services
November 26, 2024

BY-LAW NO. _____

**A By-law to amend the
Ticket Offences By-law No. 9360
regarding continuous flame butane lighters**

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

1. This by-law amends the indicated provisions and schedules of the Ticket Offences By-law.
2. In Table 3, Council adds a new row at the end of the table as follows:

“

Chief Licence Inspector or Fire Chief	Sell, or offer to sell, continuous flame butane lighters	Section 12.2	\$1,000.00
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3. This by-law is to come into force and take effect on the date of enactment.

ENACTED by Council this day of , 2024

_____ Mayor

_____ City Clerk

EXPLANATION**A By-law to amend
CD-1 (52A) By-law No. 4393**

Following the Public Hearing on May 24, 2022, Council resolved to amend CD-1 (52A) for 657-707 West 37th Avenue to amend the site maps and associated uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

657-707 West 37th Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (52A) By-law No. 4393**

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

1. This By-law amends the indicated provisions of By-law No. 4393.
2. Council strikes out Schedule D and substitutes the map attached to this By-law as Schedule A.
3. Council strikes out section 1 and substitutes the following:
 - “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.”
4. In section 1A, Council adds the following in the correct numerical order:
 - “6. A use required by a Public Authority (R.C.M.P. Headquarters) and customarily ancillary uses, existing as of November 26, 2024.”
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



EXPLANATION**A By-law to amend
CD-1 (80) By-law No. 4665**

Following the Public Hearing on May 24, 2022, Council resolved to amend CD-1 (80) for 4949-4951 Heather Street to amend the site maps and associated uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

Schedule A



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 May 24, 2022, Council gave conditional approval to the rezoning of the site at 4949-5255 Heather Street and 657 West 37th Avenue (South). 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
November 26, 2024

4949-5255 Heather Street and
657 West 37th Avenue (**South**)

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 (881).

Definitions

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

“Below-Market Rental Housing Units” means dwelling units where the maximum starting rents are set at least 25% less than the average rents for all private rental apartment units city-wide, as published by the Canada Mortgage and Housing Corporation in the Rental Market Report, all as secured by a housing agreement registered on title to the property.

Sub-areas

4. The site is to consist of seven sub-areas generally as illustrated in Figure 1, solely for the purpose of establishing the conditions of use, floor area and density, and maximum permitted building heights for each sub-area.

Figure 1: Sub-areas



Uses

5. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (881), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Agricultural Uses, limited to Urban Farm;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law, Multiple Dwelling, Seniors Supportive or Assisted Housing, and Temporary Modular Housing;
- (c) Cultural and Recreational Uses, limited to Artist Studio, Park or Playground, and Plaza;
- (d) Institutional Uses, limited to Child Day Care Facility, and School – Elementary or Secondary;

- (e) Retail Uses, limited to Farmers' Market, Neighbourhood Grocery Store, and Retail Store; and
- (f) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of Use

6.1 All commercial uses permitted by this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market; and
- (b) Display of plants, flowers, fruit and vegetables in conjunction with a permitted use.

6.2 The Director of Planning may vary the use conditions of section 6.1 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this By-law.

6.3 In sub-areas A and E, uses are limited to Dwelling Units in conjunction with any of the uses listed in this By-law and Multiple Dwelling where all of the dwelling units are secured as social housing.

6.4 In sub-area D, uses are limited to School – Elementary or Secondary, and Child Day Care.

6.5 In sub-area P, uses are limited Park or Playground, Plaza, and Farmers' Market.

6.6 In sub-areas B, C, and F, uses are limited to Dwelling Uses, except that Retail Uses may be permitted at-grade fronting Heather Street, West 35th Avenue or West 37th Avenue.

6.7 The design and layout of at least 35% of the strata dwelling units shall:

- (a) be suitable for family housing; and
- (b) include two or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be two-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be three-bedroom units.

6.8 The design and layout of at least 35% of each of the secured market rental dwelling units and below-market rental dwelling units shall:

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

6.9 The design and lay-out of at least 50% of the social housing dwelling units shall:

- (a) be suitable for family housing; and

- (b) include two or more bedrooms.

Floor Area and Density

7.1 The total floor area for all uses must not exceed 142,628 m², and the total floor area for the sub-areas listed below in Figure 2 must not exceed the floor area set out for that sub-area or those sub-areas in Figure 2.

Figure 2: Maximum Permitted Floor Area

Sub-Area	Maximum permitted floor area (m ²)
A and E, combined	32,328
B and C, combined	64,798
F	45,502

7.2 The total floor area for secured market dwelling units, below-market rental dwelling units, and dwelling units secured as social housing in the sub-areas listed below in Figure 3 must not be less than the floor area set out for that sub-area or those sub-areas in Figure 3.

Figure 3: Minimum Required Floor Area

Sub-Area	Required minimum floor area (m ²)		
	Secured Market Rental Dwelling Units	Below-Market Rental Dwelling Units	Social Housing Dwelling Units
A and E, combined			32,328
B and C, combined	23,125	7,708	
F	2,033	678	

7.3 The total floor area for retail uses in sub-areas B, C, and F combined must not exceed 230 m².

7.4 In sub-area D, the total floor area for Institutional Uses must not be less than 4,700 m².

7.5 No less than 1,234 m² of residential amenity floor area must be provided.

7.6 No less than 3.7 m² of residential storage space must be provided for each dwelling unit.

7.7 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

7.8 Computation of the floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:

- (i) the total area of these exclusions in each sub-area must not exceed 12% of the floor area being provided, and
- (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and decks, only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, residential storage area, bicycle storage area, heating and mechanical equipment of uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length.
- (d) entries, porches and verandas if the Director of Planning first approves the design.

7.9 Computation of the floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) School - Elementary and Child Day Care Facility uses in sub-area D secured to the City's satisfaction for public use and benefit; and
- (b) residential amenity areas, except that the total floor area excluded must not exceed 1,234 m².

Building Height

8. Buildings in each sub-area must not exceed the maximum permitted height for that sub-area, measured from base surface, as set out in Figure 4.

Figure 4: Maximum Permitted Building Storeys and Building Height

Sub-Area	Maximum permitted storeys	Maximum permitted height in meters
A	19	61.0
B	24	76.2
C	16	51.9
D	4	18
E	15	48.8
F	25	79.2
P	1	5

Horizontal Angle of Daylight

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

9.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

9.3 Measurement of the plane or planes referred to in section 9.2 must be horizontally from the centre of the bottom of each window.

9.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

- (a) the minimum distance of unobstructed view is not less than 3.7 m; or
- (b) the habitable room is within a unit assigned to moderate income households and containing a minimum of three bedrooms, where the horizontal angle of daylight requirement is relaxed for no greater than one of the habitable rooms in the unit.

9.5 An obstruction referred to in section 9.2 means:

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

9.6 A habitable room referred to in section 9.1 does not include:

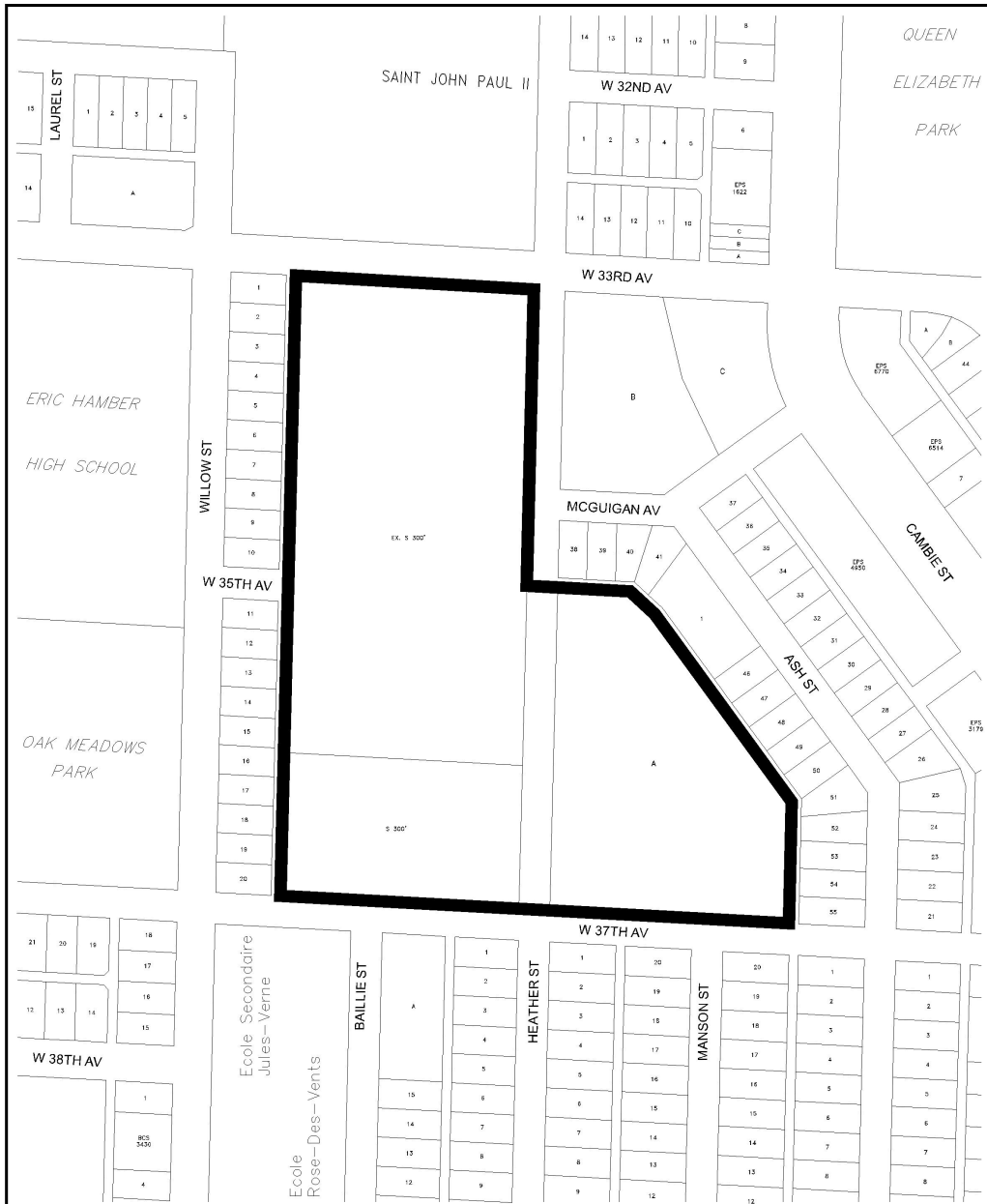
- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit; or
 - (ii) 9.3 m².

Acoustics


10. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustic engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise levels in this the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Schedule A



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

RZ - 4949-5255 Heather Street & 657-707 West 37th Avenue	map: 1 of 1	
	scale: NTS	
City of Vancouver	PH date: 2022-05-24	

EXPLANATION**A By-law to Repeal CD-1 (52A) By-law No. 4393
Re: 657-707 West 37th Avenue**

Following the Public Hearing on May 24, 2022, Council resolved to repeal CD-1 (52A) for 657-707 West 37th Avenue. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

657-707 West 37th Avenue

BY-LAW NO. _____

A By-law to Repeal CD-1 (52A) By-law No. 4393

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

1. This By-law repeals CD-1 (52A) By-law No. 4393.
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

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 May 30, 2024, Council gave conditional approval to the rezoning of the site at 1805 Victoria Drive. 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
November 26, 2024

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 (882).

Uses

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

- (a) Institutional Uses;
- (b) Office Uses;
- (c) Utility and Communication Uses; and
- (d) Accessory Uses customarily ancillary to the uses permitted in this section.

Floor Area and Density

4.1 Computation of floor area must assume that the site area is 1,932.5 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

4.2 The maximum floor space ratio for all uses combined is 2.0.

4.3 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.

4.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
 - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and

- (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
 - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage, and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing; and
- (d) all storage area below base surface.

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

Building Height

5.1 Building height must not exceed 20.9 m.

5.2 Despite section 5.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, the Director of Planning may increase the building height to permit mechanical appurtenances including elevator overrun and rooftop access structures.

Severability

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

Force and Effect

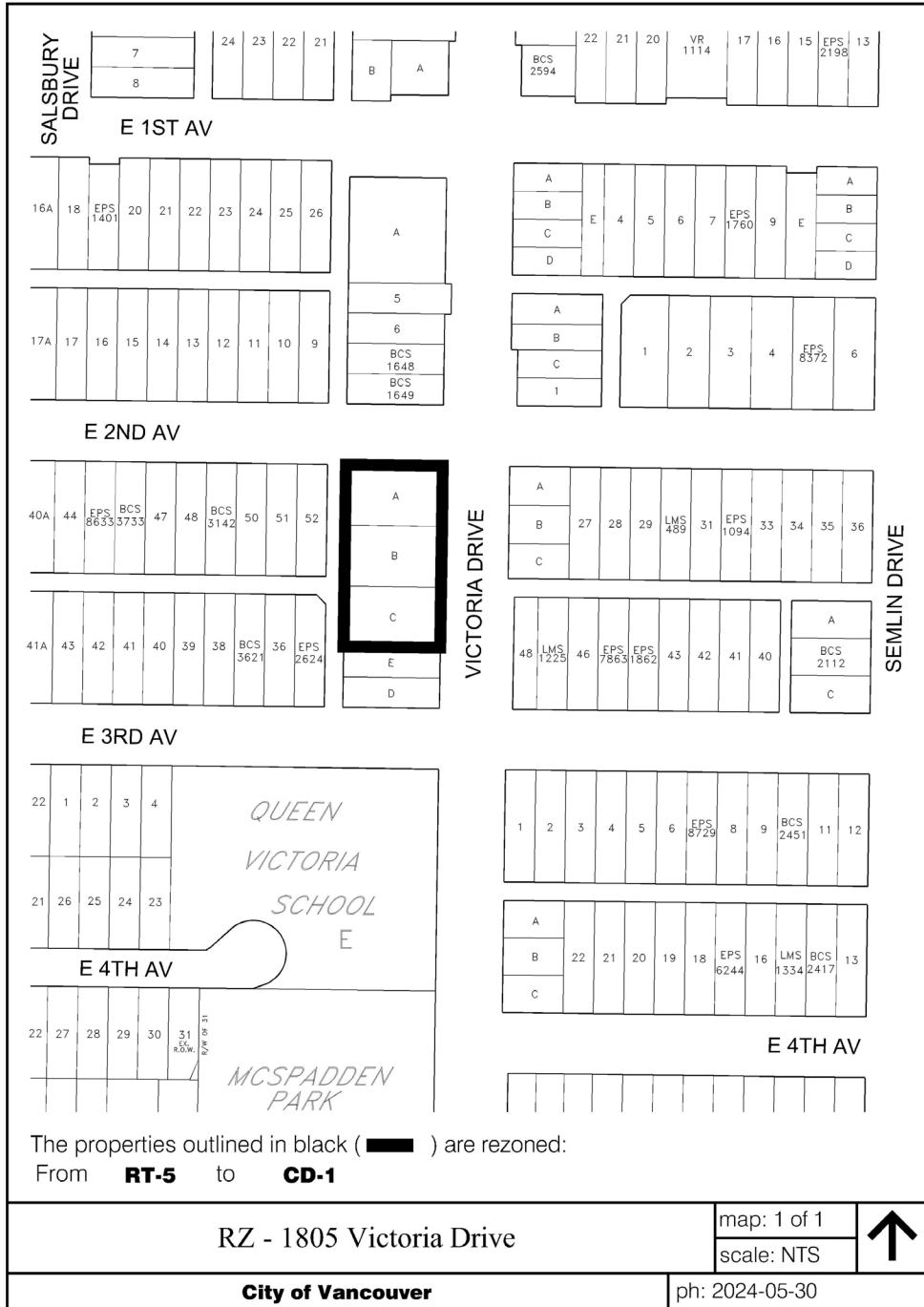
7. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

Clerk

Schedule A



EXPLANATION

**A By-law to amend the Sign By-law
Re: 1961–1995 East Broadway and 2465 Semlin Drive**

At the Public Hearing held on July 13, 2023, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council’s resolution.

Director of Legal Services
November 26, 2024

1961–1995 East Broadway and 2465 Semlin Drive

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

1961–1995 East Broadway and 2465 Semlin Drive	CD-1(876)	14147	C-2
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”

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

ENACTED by Council this day of , 2024

_____ Mayor

_____ City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 1961–1995 East Broadway and 2465 Semlin Drive**

After the Public Hearing on July 13, 2023, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

1961–1995 East Broadway and 2465 Semlin Drive

BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555**

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule B (Intermediate Zone) by adding the following:

“

876	14147	1961–1995 East Broadway and 2465 Semlin Drive
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”

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1040-1080 Barclay Street**

At the Public Hearings held on May 9 and 11, 2023, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

1040-1080 Barclay Street

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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

- 1. This by-law amends the indicated provisions of Sign By-law No. 11879.
- 2. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

1040-1080 Barclay Street	CD-1(877)	14149	C-5
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”.

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

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 1040-1080 Barclay Street**

After the Public Hearings on May 9 and 11, 2023, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

EXPLANATION**A By-law to amend the Sign By-law
Re: 357-475 West 41st Avenue**

At the Public Hearing held on October 5, 2021, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

357-475 West 41st Avenue

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

357-475 West 41st Avenue	CD-1(878)	14166	C-2
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”.

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

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 357-475 West 41st Avenue**

After the Public Hearing on October 5, 2021, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 26, 2024

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 5080 Earles Street**

On October 21, 2024, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
November 26, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 5080 Earles 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:

032-066-961 Lot A Block 5 District Lot 37 Group 1 New Westminster
District Plan EPP105158

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

Samantha Haddow, TERRA LAW CORPORATION
2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
604-628-8969

505874 - Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
032-066-961	LOT A BLOCK 5 DISTRICT LOT 37 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP105158

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument
PRIORITY AGREEMENT		page 17

4. Terms

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

5. Transferor(s)

EARLES STREET HOLDINGS LTD., NO.BC1182520
ROYAL BANK OF CANADA

6. Transferee(s)



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

7. Additional or Modified Terms



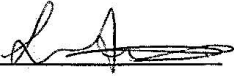
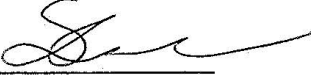
8. Execution(s)

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.

<p>Witnessing Officer Signature</p>  <p>SEEMAA KHAN Barrister & Solicitor CHARD DEVELOPMENT LTD 1400 - 510 Burrard Street Vancouver, BC Canada V6C 3A8 604-812-3993</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2024-11-15 </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p>EARLES STREET HOLDINGS LTD. By their Authorized Signatory</p>  <p>Name: BYRON CHARD</p>
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Officer Certification

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

<p>Witnessing Officer Signature</p>  <p>JUN LU A Commissioner for Taking Affidavits for British Columbia 885 West Georgia St, Vancouver BC, V6C 3G1 Commission Expires: April 30, 2025</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2024-11-15 </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p>ROYAL BANK OF CANADA By their Authorized Signatory</p>  <p>Name: Sina Ardeshir Director, Real Estate</p>
--	--	---

Officer Certification

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



Land Title Act

Charge

General Instrument -- Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING
5080 EARLES STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, EARLES STREET HOLDINGS LTD., is called the “Owner”, as more particularly defined in Section 1.1(t); 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 develop the Lands pursuant to Development Application DP-2022-00782 (the “Development Application”) to permit the development of a four new multiple dwelling buildings, containing 131 dwelling units over one level of underground parking (the “Development”), which Development Application was approved by the Development Permit Board in principle, subject to, among other things, fulfillment of the condition that, prior to issuance of a Development Permit, the Owner will:
- “1.1 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 131 residential units, as secured market rental housing, excluding Seniors Supportive or Assisted Housing, for a term equal to the longer of 60 years and the life of the building, subject to the following additional conditions:*
 - i. A no separate-sales covenant.*
 - ii. A no stratification covenant.*
 - iii. That none of such units will be rented for less than one month at a time.*
 - 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.”*
- 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”** has the meaning ascribed to it in Recital C;
- (g) **“Development Application”** has the meaning ascribed to it in Recital C;
- (h) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (j) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“Eligible Tenants”** means the tenants of the units in the Existing Building who are eligible for the benefits set out under the Tenant Relocation and Protection Policy, and **“Eligible Tenant”** means any one of them;
- (m) **“Existing Building”** means, collectively, the buildings situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Development Application;

- (n) **“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;
- (o) **“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;
- (p) **“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;
- (q) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, 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;
- (r) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely EARLES STREET HOLDINGS LTD., and its successors and permitted assigns;
- (u) **“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;
- (v) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential

accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (w) **"Rental Housing Units"** means at least one hundred and thirty-one (131) 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;
- (x) **"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;
- (y) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (z) **"Returning Tenants"** means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and **"Returning Tenant"** means any one of them;
- (aa) **"Tenant Relocation and Protection Policy"** means the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time;
- (bb) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the General Manager of Planning, Urban Design and Sustainability, in accordance with the Tenant Relocation and Protection Policy;
- (cc) **"Tenant Relocation Report"** means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (dd) **"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;
- (ee) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (ff) **"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 one hundred and thirty-one (131) Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Rental Housing Units in the New Building will

be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then 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 one hundred and thirty-one (131) 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 8.7;
- (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 or the remainder 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, reasonable wear and tear excepted, 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, reasonable wear and tear excepted, 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
RETURNING TENANTS**

3.1 Returning Tenants. The Owner covenants and agrees with the City in respect of the use of the Lands:

- (a) it will provide each Eligible Tenant with a right of first refusal to occupy a Rental Housing Unit of a similar type (number of bedrooms) to their current unit in the Existing Building or a Rental Housing Unit that is otherwise suitable to their housing needs, in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Tenant Relocation Plan, being a rent that is discounted by 20% of the market rent for the respective Rental Housing Unit;
- (b) it will provide all Eligible Tenants with the notice, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan;
- (c) any Eligible Tenant that was occupying a pet friendly unit in the demolished building will be offered a pet friendly unit in the New Building; and
- (d) it will in all other respects comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

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

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

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 **Release and Indemnity.** Subject to Section 6.2, the Owner hereby:

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, 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 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

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

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

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

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

ARTICLE 7 NOTICES

7.1 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:

Earles Street Holdings Ltd.
1400 - 510 Burrard Street
Vancouver, British Columbia
V6C 3A8

Attention: Byron Chard

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

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

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

ARTICLE 8 MISCELLANEOUS

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

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

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

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

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

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

8.7 Sale of Lands or New Building. 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 or by way of a residential tenancy agreement), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage or by way of a residential tenancy agreement).

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

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

8.10 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.

8.11 No Liability. The parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charges” means the Mortgage registered under number CA9903838 and the Assignment of Rents registered under number CA9903839;
- (b) “Existing Chargeholder” means Royal Bank of Canada;
- (c) “New Charges” means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the 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:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) 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

{252634-505874-02929452;1}
November 12, 2024

Housing Agreement and Building Use Covenant
5080 Earles Street