

EXPLANATION**A By-law to amend the Zoning and Development By-law No. 3575
regarding delegation of authority to grant the approval of the form of development**

The attached by-law will implement Council's resolution of November 26, 2024 to amend Section 3 (Authorities) of the Zoning and Development By-law for Council to delegate the authority to approve the Form of Development.

Director of Legal Services
December 10, 2024

BY-LAW NO. ____

**A By-law to amend the Zoning and Development By-law No. 3575
regarding delegation of authority to grant the approval of the form of development**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. Council adds the following to Section 3:
 - “3.1.7 Council delegates to the Director of Planning the authority to grant the approval of the form of development referenced in subsection 565 (1) (f) (ii) (B) of the Vancouver Charter. Before granting the approval of any form of development, the Director of Planning must consider the form of development conditions set out in the “prior-to permit issuance” letter for the development as guidelines in accordance with subsection 565 1.2(a) of the Vancouver Charter. Any person wishing to carry out development within districts or zones in which uniform regulations do not exist, must obtain the Director of Planning’s approval of the form of development under this by-law.”.
3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION

**A By-law to amend
Zoning and Development Fee By-law No. 5585
regarding 2025 fee increases fees and miscellaneous amendments**

Following the Council Meeting on November 27, 2024, Council resolved to amend the Zoning and Development Fee By-law regarding fees for 2025 and miscellaneous amendments.

Director of Legal Services
December 10, 2024

**A By-law to amend
Zoning and Development Fee By-law No. 5585
regarding fees for 2025 and miscellaneous amendments**

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.

“4. Every person applying to the City for an amendment to the Zoning and Development By-law under section 3(e) or 9(c) of Schedule 2 of this by-law shall pay to the City, at the time such application is filed with the Director of Planning, 50% of the appropriate fee as set forth in Schedule of this by-law, and no application is valid without such payment. The 50% balance owing under section 3(e) of Schedule 2 is due 30 days after Council considers whether to refer the rezoning application to a public hearing. The 50% balance owing under section 9(c) of Schedule 2 is due one year after the work commences under section 9(c).”.

4. This By-law is to come into force and take effect on January 1, 2025.

Mayor

City Clerk

APPENDIX A

Schedule 1

Development Permits

Current Fees

Single Detached House, Single Detached House with Secondary Suite, Duplex, Duplex with Secondary Suite, and Laneway House

1. For a single detached house, single detached house with secondary suite, duplex, or duplex with secondary suite, and its accessory building or accessory use to an existing single detached house or duplex or single detached house or duplex with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law \$2,970.00
 - (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C \$4,280.00
 - (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel \$6,890.00
- 1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing single detached house or duplex or single detached house or duplex with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law \$751.00
 - (b) in all other cases \$1,470.00
- 1B. For conversion of a single detached house to a single detached house with secondary suite \$1,030.00
- 1C. For a permit for a laneway house:

- | | | |
|-----|---|------------|
| (a) | where the laneway house is one-storey and there is no relaxation of siting or maximum height required | \$1,650.00 |
| (b) | in all other cases | \$2,520.00 |

Multiple Dwellings and Freehold Rowhouses

2. For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m ² of gross floor area or part up to 500 m ²	\$1,650.00
For each additional 100 m ² of gross floor area or part	\$819.00
Maximum fee	\$66,300.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 2(a):

Each 100 m ² of gross floor area or part up to 500 m ²	\$2,720.00
For each additional 100 m ² of gross floor area or part	\$1,810.00
Maximum fee	\$350,800.00

Other Uses (Other Than Single Detached Houses, Duplexes or Multiple Dwellings)

3. For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a single detached house or duplex and a multiple dwelling:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m ² of gross floor area or part up to 500 m ²	\$1,120.00
For each additional 100 m ² of gross floor area or part	\$540.00
Maximum fee	\$55,100.00

- (b) where the permit would be issued as a conditional approval except as provided in Section 3(a):

Each 100 m ² of gross floor area or part up to 500 m ²	\$2,420.00
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For each additional 100 m ² of gross floor area or part	\$1,500.00
Maximum fee	\$350,800.00

Alterations, Changes of Use (Other Than Single Detached Houses or Duplexes)

4. For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a single detached house or duplex:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m ² of gross floor area or part thereof	\$968.00
Maximum fee	\$7,750.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 4(a):

Each 100 m ² of gross floor area or part thereof	\$1,400.00
Maximum fee	\$10,030.00

- (c) where the change of use does not require a comprehensive development review or minor amendment
- \$491.00

Outdoor Uses

5. For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 200 m ² of site area or part up to 1 000 m ²	\$751.00
Each additional 200 m ² of site area or part	\$256.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 5(a):

Each 200 m ² of site area or part up to 1 000 m ²	\$1,030.00
Each additional 200 m ² of site area or part	\$491.00

5A.	For a Farmers' Market	\$909.00
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Developments Requiring Development Permit Board Approval

6. For an application which proceeds to the Development Permit Board:

(a) instead of the fees referred to in sections 1 to 4:

Each 100 m ² of gross floor area or part up to 15 000 m ²	\$2,140.00
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Each additional 100 m ² of gross floor area or part over 15 000 m ²	\$410.00
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(b) instead of the fees referred to in section 5:

Each 200 m ² of site area or part up to 1 000 m ²	\$1,350.00
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Each additional 200 m ² of site or part	\$655.00
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Child Day Care Facility, Cultural Facility or Social Service Centre

7.	For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society	\$956.00
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Demolitions

8.	For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the R1-1 or FSD District	\$523.00
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Preliminary Applications

9.	For an application in preliminary form only	25% of the fee that would, except for this provision, apply (with a minimum fee of \$1,090.00)
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NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

Revisions

10. For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

- | | |
|--|---|
| (a) sections 1 and 7 of this schedule | \$491.00 |
| (b) all other sections of this schedule | 10% of the fee
that would,
except for this
provision, apply
(with a minimum
fee of \$899.00) |

Minor Amendments

- 11.** For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:
- | | |
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| (a) where the original permit was issued under Sections 1 and 7 of this schedule | \$491.00 |
| (b) where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey | 25% of the fee
that would,
except for this
provision, apply
(with a minimum
fee of \$491.00) |

Extensions And Renewals

- 12.** For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void
- \$1,030.00
- 13.** For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed:
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| (a) for a community care facility or all uses where the applicant is a duly incorporated non-profit society | \$456.00 |
| (b) For all other uses | \$1,150.00 |

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

Board of Variance Appeals

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| 14. For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board | No Charge |
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Application Following Refusal

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| 15. Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. | 50% of original application fee |
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Changes to Form of Development in CD-1 District

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| 16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law | \$7,610.00
plus the
development
application fees
that would,
except for this
provision, apply |
|--|---|

Maintenance of Heritage Buildings

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| 17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District or in a heritage conservation area | \$94.30 |
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Awnings

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| 18. For an awning where the permit will be issued combined with a building permit or a sign permit | \$327.00 |
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Higher Building Application Fee

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| 19. Despite any other provision in this schedule 1 to the contrary, for an application, unless fee was collected under Schedule 2 during Rezoning | \$76,400.00 |
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Application for Development Advice

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| 20. For service of staff providing comments on an enquiry regarding a proposed development prior to the submission of a development permit application regarding:

Multiple Dwellings and Freehold Rowhouses |

5% of the fees referred to in Section 2(b) |
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Other Uses (Other Than Single Detached Houses, Duplexes or Multiple Dwellings)	5% of the fees referred to in Section 3(b)
Developments Requiring Development Permit Board Approval	5% of the fees referred to in Section 6(a)

Schedule 2

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

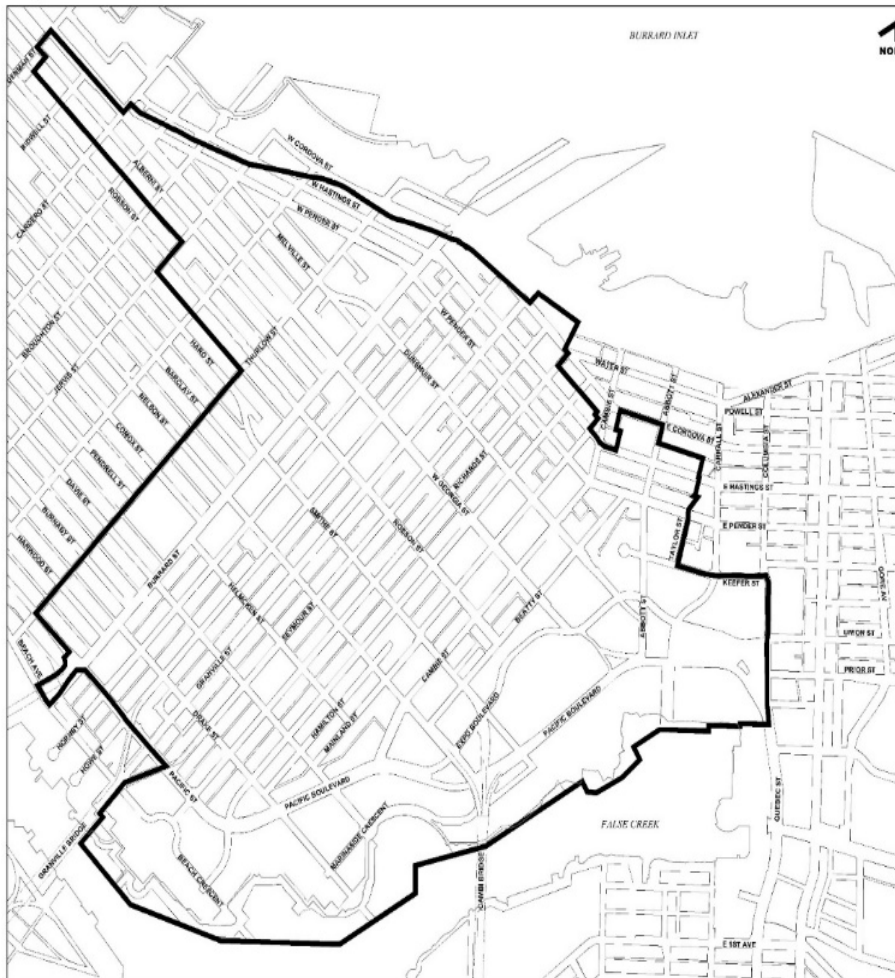
1. For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:

Up to 2,000 m ² site area	\$61,460.00
For each additional 100 m ² of site area or part thereof	\$553.00
Maximum fee	\$245,900.00

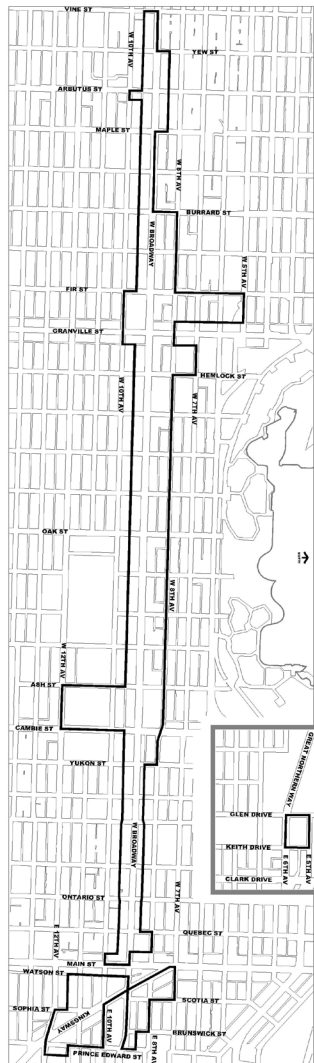
Text Amendments (Except CD-1)

2. For an amendment to the text of the Zoning and Development By-law \$47,000.00

Map 1 - Downtown Area



Map 2 –Broadway Area



3. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District,
- or -
For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law:
 - (a) Within the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is smaller than 8,000 m²:

	Up to 2,000 m ² site area	\$216,600.00
	For each additional 100 m ² of site area or part thereof	\$1,520.00
	Maximum fee	\$328,900.00
(b)	Within the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is 8,000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45,000 m ² :	
	For the first 8,000 m ² of site area	\$275,300.00
	For each additional 100 m ² of site area or part thereof	\$1,970.00
	Maximum fee	\$2,349,400.00
(c)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is smaller than 8,000 m ² :	
	For the first 2,000 m ² of site area	\$90,400.00
	For each additional 100 m ² of site area or part thereof	\$1,520.00
	Maximum fee	\$328,900.00
(d)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45,000 m ² :	
	For the first 8,000 m ² of site area	\$275,300.00
	For each additional 100 m ² of site area or part thereof	\$1,970.00
	Maximum fee	\$2,349,400.00
(e)	Where the site area is 40,000 m ² or greater:	
	For the first 40,000 m ²	\$2,349,400.00
	For each additional 100 m ² of site area or part thereof	\$2,990.00
	Maximum fee	\$7,830,800.00

Reduced Fees for Large Sites with Limited Changes

4. Despite sections 3(e) and 5 of this Schedule 2, for a site area of 40,000 m² or more, if the complexity or scope of an amendment is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council, then the fee is to be:

For the first 40,000 m² of site area \$783,200.00

For each additional 100 m² of site area or part thereof \$784.00

Reduced Fees for Large Sites with Limited Minor Changes

5. Notwithstanding sections 3(e) and 4 of this Schedule 2, for a site area of 40,000 m² or more, provided that:

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area, or
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density.

For the first 40,000 m² of site area \$156,700.00

For each additional 100 m² of site area or part thereof \$392.00

Amend CD-1 (One Section Only)

6. Notwithstanding sections 3, 4 and 6 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment \$35,800.00

Higher Building Application Fee

7. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that is considered under the Higher Buildings Policy amended on July 11, 2018 \$76,400.00

Application for Rezoning Advice

8. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for reviewing drawings and providing comments prior to an application made under Sections 1, 3, 4, 5 or 6.

- (a) Within the downtown area shown on Map 1 or the Broadway

	area shown on Map 2:	
	Up to 2,000 m ² site area	\$20,270.00
	For each additional 100 m ² of site area or part thereof	\$362.00
	Maximum fee	\$36,150.00
(b)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2:	
	Up to 2,000 m ² site area	\$15,510.00
	For each additional 100 m ² of site area or part thereof	\$362.00
	Maximum fee	\$27,100.00
(c)	Additional fee for an application for a rezoning application to review drawings and provide comments prior to an application made under sections 1, 3, 4, 5 or 6 for an incorporated non-profit society or to a governmental agency providing social housing or community services	10% of the regular fee

Application Requiring Policy, Planning and Consultation Work

- 9.** Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for providing additional planning, policy development, site analysis and public consultation in conjunction with an application made under Section 1, 3, 4, 5 or 6. If the complexity or scope of a proposed rezoning, in the opinion of the Director of Planning, requires planning work including public consultation to determine a preferred option for rezoning, the additional fee is as follows:

(a)	Where the site area is less than 8 000 m ²	
	For the first 2,000 m ² of site area	\$102,840.00
	For each additional 100 m ² of site area or part thereof	\$1,030.00
	Maximum fee	\$247,050.00
(b)	Where the site area is 8,000 m ² or greater but smaller than 40,000 m ²	
	For the first 8,000 m ² of site area	\$247,050.00
	For each additional 100 m ² of site area or part thereof	\$2,060.00
	Maximum fee	\$1,440,760.00

(c) Where the site area is greater than 40,000 m²

For the first 40,000 m ² of site area	\$1,440,760.00
For each additional 100 m ² of site area or part thereof	\$2,060.00
Maximum fee	\$12,350,270.00

Except that if the scope of the planning work required to determine a preferred option for rezoning does not warrant the fees above, the Director of Planning must reduce the fees calculated under 9 (b) and (c) by 50%.

Application Requiring an Issues Report

- 10.** Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for bringing forward a rezoning issues report. For sites where, in the opinion of the Director of Planning, Council direction is needed prior to processing a rezoning application made under Sections 1, 3, 4, 5 or 6, the additional fee is:

\$31,700.00

EXPLANATION**A By-law to amend Miscellaneous Fees By-law No. 5664
regarding fees for 2025 and a miscellaneous amendment**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Miscellaneous Fees By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend
Miscellaneous Fees By-law No. 5664
regarding fees for 2025 and a miscellaneous amendment**

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

1. This By-law amends the indicated provisions of Miscellaneous Fees By-law No. 5664.
2. Council strikes section 4 and replaces it with:
 - “4. Every person seeking a review of a site disclosure statement pursuant to the Environmental Management Act must pay the fee set out in Schedule 1 before the review will be conducted.”.
3. Council strikes Schedule 1 of the Miscellaneous Fees By-law, and substitutes it for Schedule 1 attached to this By-law as Appendix A.
4. 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

APPENDIX A

Schedule 1

1. Adopt or Amend an Area Development Plan (ADP)

For adoption or amendment of an Area Development Plan:

Up to 0.4 ha (43,128 sq. ft.) site area \$44,200.00

For each additional 100 m² (1,080 sq. ft.) of site area, or part thereof \$428.00

Maximum fee \$176,400.00

2. Amend an Official Development Plan (ODP) and Area Development Plan (ADP)

For an amendment to the text of an Official Development Plan and any associated Area Development Plan \$66,400.00

3. Amend a Regional or Provincial Land Use Designation

For an amendment of a regional or provincial land use designation \$4,470.00

4. Site Disclosure Statement Review

For each review of a site disclosure statement \$100.00

5. Appeal to Board of Variance/Parking Variance Board

For the filing of an appeal \$2,930.00

6. Approved Use Research Requests

Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building By-laws

(a) Residential \$81.90

(b) Commercial (one unit only) \$81.90

(c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time \$357.00

For each additional hour or part thereof beyond the 2 hours referred in (c) above \$179.00

7. File Research Environmental

Provide written information as to whether the City records indicate that a property has any contamination or environmental issues \$357.00

8. Building Grades

The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:

- (a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:

Length of property abutting street or lane, or both, is	
Up to 31 m	\$2,120.00
Over 31 m and up to 90 m	\$2,530.00
Over 90 m and up to 150 m	\$3,540.00
Over 150 m and up to 300 m	\$5,240.00
Over 300 m	\$7,770.00

- (b) Where the applicant provides approved building grade survey information to the City for the purpose of calculating the design elevations of the required streets and lanes:

Length of property abutting street or lane, or both, is	
Up to 31 m	\$633.00
Over 31 m and up to 90 m	\$838.00
Over 90 m and up to 150 m	\$1,040.00
Over 150 m and up to 300 m	\$1,460.00
Over 300 m	\$2,320.00

9. Traffic Management Plan Review

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|--|------------|
| (a) Where the review is less than 1 hour of staff time | \$81.90 |
| (b) Where the review is 1 to 15 hours of staff time | \$819.00 |
| (c) Where the review is over 15 hours of staff time | \$2,300.00 |

10. Discharge of a Registered Encumbrance

- | | |
|---|----------|
| (a) Where the review requires up to 2 hours of staff time | \$327.00 |
| (b) Where the review requires more than 2 hours of staff time | \$819.00 |

11. Road Closure Fee \$13,740.00

12. Producing Permit/Document Copies

The following application fee will be paid to the City for providing 1 to 4 paper or electronic copies of permits or specific documents from either microfiche or our images database.

(a) Residential (Single Detached House or Duplex)	\$76.30
(b) One Unit in a Commercial Building	\$76.30
(c) All other Buildings	\$157.00
(d) For each additional copy beyond the 4 documents referred in this section above.	\$15.80

13. Research Requests

For applications referred to in section 12, and other research requests, that require extensive research (more than one hour of staff time):

(a) Research requests requiring up to a maximum of 2 hours of staff time	\$357.00
(b) For each additional hour or part thereof beyond the 2 hours referred to in (a) above	\$179.00

For a property research letter or document request under section 12 or 13, where an applicant requests in writing that the review be carried out during overtime:

For each hour or part thereof	\$258.00
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14. View Cone Assessment

Service of staff assessing maximum development height on a proposed development site subject to a view cone authorized by Council	\$1,240.00
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15. For service of staff review, revision and execution of the following agreements required for developments:

(a) Bridge Proximity Agreement	\$670.00
(b) Services Agreement	\$1,130.00
(c) Statutory Rights of Way	\$824.00
(d) Traffic Demand Management Agreement	\$979.00

EXPLANATION**A By-law to amend Electrical By-law No. 5563
regarding fees for 2025**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Electrical By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

**A By-law to amend
Electrical By-law No. 5563 regarding fees for 2025**

1. This by-law amends the indicated provisions of Electrical By-law No. 5563.
2. Council strikes Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law as Appendix A.
3. This by-law is to come into force and take effect on January 1, 2025.

Mayor

City Clerk

APPENDIX A

SCHEDULE A

1. **The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:**

When the estimated cost does not exceed \$250	\$101.10
When the estimated cost exceeds \$250 but does not exceed \$500	\$136.00
When the estimated cost exceeds \$500 but does not exceed \$700	\$178.00
When the estimated cost exceeds \$700 but does not exceed \$1,000	\$233.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000	\$233.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000	\$76.30
When the estimated cost exceeds \$10,000 but does not exceed \$50,000	\$1,060.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$10,000	\$41.30
When the estimated cost exceeds \$50,000 but does not exceed \$100,000	\$3,000.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000	\$25.00
When the estimated cost exceeds \$100,000 but does not exceed \$500,000	\$4,440.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000	\$17.50
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000	\$12,470.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000	\$13.30

	When the estimated cost exceeds \$1,000,000	\$20,540.00
	plus for every \$1,000 of the estimated costs, or part thereof, over \$1,000,000	\$5.73
2.	The temporary power permit shall be valid for one year and the fee shall be:	
	(a) for single detached houses and duplexes	\$550.00
	(b) for installation, construction, alteration, repair or maintenance of temporary electrical equipment (such as electric crane or hoist; security alarm or camera; generator; transformer; motor; etc.), and	\$270.00
	(c) for all other uses where the temporary power is supplied from a power source not exceeding 750V	\$584.00
	(d) for all other uses where the temporary power is supplied from a voltage power exceeding 750V	\$1,620.00
3.	The fee for an annual permit for any one building or site shall be as follows:	
	(a) For section 5.14(b), or section 5.14(b) in combination with section 5.14(a),(c), and/or (d): Total service supply or power supply rating up to and including the first 500 kVA	\$560.00
	For 15 kVA or part thereof exceeding the first 500 kVA	\$11.90
	Subject to a maximum fee of	\$7,090.00
	(b) For section 5.14(c), or section 5.14(c) in combination with section 5.14(a) and/or section 5.14(d), when the supply rating is 500 kVA or less	\$560.00
	(c) For section 5.14(a) and/or section 5.14(d)	\$270.00
4.	The fees for an Electrical Permit for the Entertainment and Film Industry	
	(a) For an annual permit for filming in a single location	\$834.00
	(b) For an annual permit for filming in multiple locations	\$1,620.00
	(c) For a Temporary permit for filming in a single or multiple locations for up to 14 days	\$270.00

	for 15 to 30 days	\$544.00
	for 31 to 60 days	\$815.00
	for 61 to 90 days	\$1,370.00
5.	The fee for staff time spent inspecting of electrical work or reviewing resubmitted or amended plans to determine compliance with this By-law, if a permit holder deviates from approved plans, for each quarter of an hour or part thereof	\$67.40
6.	The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be	\$270.00
7.	The fee for inspection and plan review outside normal working hours and at a minimum inspection and review time of four (4) hours, including traveling time, shall be for each hour or part thereof	\$390.00
8.	The City Electrician may charge the following fees for an Electrical Permit for a temporary special event	
	(a) For equipment 5 kW or less	\$137.00
	(b) For equipment more than 5 kW but not exceeding 750 V for up to 14 days	\$270.00
	for 15 to 30 days	\$541.00
	for 31 to 60 days	\$814.00
	for 61 to 90 days	\$1,350.00
	(c) For equipment supplied from a High Voltage power source	\$1,640.00
9.	The fee for an application for special permission pursuant to Section 4.9 shall be	\$249.00
10.	For electrical equipment in trade shows that has not been approved in accordance with the provisions of the Electrical By-law, the fee for an application to display or energize for up to 14 days	\$249.00
11.	The fee for an interim permit pursuant to Section 5.16 shall be	\$233.00

- 12. The administration fees pursuant to Section 5.20 and 5.27 shall be**
- (a)** the first \$101.10 of the permit fee when no plan review performed \$101.10
 - (b)** the first \$270.00 of the permit fee when plan review performed \$270.00
- 13. The fee for a permit amendment review pursuant to Section 5.22 shall be** \$101.10

EXPLANATION**A By-law to amend Building By-law No. 12511
regarding fees for 2025**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Building By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to amend Building By-law No. 12511
regarding fees for 2025**

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

1. This By-law amends the indicated provisions of the Building By-law No. 12511.
2. Council strikes out the Schedule of Fees in Schedule 1 (Book I – General) and Schedule 2 (Book II – Plumbing Systems), and substitutes in each of Book I and Book II the Schedule of Fees 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 OF FEES

PART A - BUILDING

1. The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:

- (a) Except as provided for in Clause (b) and Section 4 for the CONSTRUCTION of any BUILDING, or part thereof:

When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$208.00

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 \$13.30

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 \$6.74

- (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to:

(i) any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR-CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500

(ii) any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair \$132.00

- (c) For an OCCUPANCY PERMIT not required by this By-law but requested \$300.00

- (d) For the demolition of a BUILDING, not including a SINGLE DETACHED HOUSE, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:

For each DWELLING UNIT \$1,500.00

For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household \$1,500.00

- | | | |
|-----|--|------------|
| (e) | For the demolition of a SINGLE DETACHED HOUSE, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 | \$1,500.00 |
|-----|--|------------|

2. The fees hereinafter specified shall be paid to the City as follows:

- | | | |
|-----|--|------------|
| (a) | For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time: | |
| | For each hour or part thereof | \$409.00 |
| (b) | For a plan review where an applicant requests in writing that the review be carried out during overtime: | |
| | For each hour or part thereof | \$409.00 |
| (c) | For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection: | |
| | For each hour or part thereof | \$270.00 |
| (d) | For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected | \$270.00 |
| (e) | For each inspection of a drainage tile system: | |
| | For a single detached house or duplex | \$278.00 |
| | For all other drain tile inspections: | |
| | When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000 | \$544.00 |
| | When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000 | \$1,090.00 |
| | When the estimated cost of the work exceeds \$1,000,000 | \$1,370.00 |

(f)	For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:	
	For a residential building containing not more than 2 principal <i>dwelling units</i>	\$348.00
	For all other BUILDINGS	\$698.00
(g)	To access plans (electronic or on microfilm) or documents for viewing or copying	\$59.30
(h)	For each microfilm image or electronic file copied	\$16.40
(i)	For a request to renumber a BUILDING	\$1,280.00
(j)	For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.2. of Book I, Division C and Book II, Division C	50% of the original BUILDING PERMIT fee to a maximum of \$499.00
(k)	For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C	\$3,270.00
(l)	For evaluation of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Section 1.6.6. of Book I, Division C and Book II, Division C	
	where the PERMIT relates to a SINGLE DETACHED HOUSE or a SECONDARY SUITE	\$270.00
	plus for each hour, or part thereof, exceeding one hour	\$270.00
	where the PERMIT relates to any other BUILDING	\$819.00
	plus for each hour, or part thereof, exceeding one hour	\$409.00
(m)	For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations	\$497.00

	(n) For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. of Book I, Division C	
	for each application	\$1,140.00
	(o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions	
	for each application	\$653.00
	(p) For review by the Alternative Solution Review Panel	\$3,670.00
	(q) For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2	\$409.00
	(r) For each refund issued pursuant to Sentences 1.6.2.7.(2) of Book I, Division C, and Book II, Division C, the administrative fee to be deducted	\$92.80
3.	Upon written application of the payor and on the advice of the General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (d) and (e) of Section 1:	
	(a) for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and	
	(b) for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.	
4.	Upon written application by the payor and on the advice of the Director of Planning, the <i>Chief Building Official</i> shall reduce the fees paid pursuant to Clause (a) of Section 1 by percentage for that part of a building designated as Social Housing.	20%

PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

For the Installation of:

One, two or three FIXTURES	\$270.00
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Each additional FIXTURE	\$84.90
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Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

For each 30 m of piping or part thereof	\$397.00
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For each 30 m of piping or part thereof, exceeding the first 30 m	\$110.00
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Connection of the City water supply to any hydraulic equipment	\$149.00
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2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof	\$397.00
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Each additional inspection for each 30 m of water supply pipe or part thereof	\$164.00
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Sprinklers:

First head, single detached house or duplex	\$451.00
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First head, all other buildings	\$961.00
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First head, renovations to existing sprinkler systems	\$279.00
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Each additional head, all buildings (no limit on number)	\$4.94
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Firelines:

Hose Cabinets	\$52.20
Hose Outlets	\$52.20
Wet & Dry Standpipes	\$52.20
Standpipes	\$52.20
Dual Check Valve In-flow Through Devices	\$52.20
Backflow Preventer	\$270.00

Wet & Dry Line Outlets:

Each connection	\$52.20
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump	\$422.00
Each Fire Hydrant	\$130.00

3. REINSPECTIONS

For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$270.00
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4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof	\$270.00
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An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$409.00
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5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof	\$397.00
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Each additional inspection for each 30 m of BUILDING SEWER or part thereof	\$164.00
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PART C – OPERATING PERMITS

Every applicant for an OPERATING PERMIT shall, at the time of application for a new OPERATING PERMIT or renewal of an OPERATING PERMIT, pay to the City the fees set out hereunder:

For each OPERATING PERMIT relating to equipment or systems in a BUILDING	\$207.00
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For not renewing an OPERATING PERMIT on or before the renewal date	The OPERATING PERMIT renewal fee plus \$117.00
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For each reinspection made necessary due to non-compliance with this By-law	\$258.00
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For each change of permit holder on an OPERATING PERMIT	\$117.00
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PART D – MECHANICAL PERMITS

For a MECHANICAL PERMIT for a single private residential deck, patio, or balcony, in a DWELLING UNIT	\$252.00
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For a MECHANICAL PERMIT in a 1-3 storey BUILDING	\$413.00 plus \$14.60 per kW
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For a MECHANICAL PERMIT in a BUILDING of 4 storeys and above	\$943.00 plus \$117.00 for each electric heat pump installation above 6 total heat pump units, to a maximum of \$2,500.00.
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EXPLANATION**A By-law to amend
Gas Fitting By-law No. 3507 Regarding Fees for 2025**

The attached by-law will implement Council's resolution of November 27, 2024 to amend the Gas Fitting By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to amend
Gas Fitting By-law No. 3507 regarding fees for 2025**

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

1. This by-law amends the indicated provisions of Gas Fitting By-law No. 3507.
2. Council strikes the Fee Schedule of the Gas Fitting By-law, and substitutes for it the Fee Schedule attached to this by-law as Appendix A.
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

APPENDIX A
FEE SCHEDULE

Installations:

One, two or three appliances	\$270.00
Each additional appliance	\$85.40
Each replacement water heater, gas range, furnace or boiler	\$63.80
Each additional gas meter of a multiple dwelling (same appliance count)	\$63.80

Piping Permits (no appliances):

For first 60 m of piping or part thereof	\$270.00
Every 30 m or part thereof exceeding the first 60 m	\$104.00

Re-inspections

For each re-inspection	\$270.00
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EXPLANATION**A By-law to amend
Noise Control By-law No. 6555 regarding fees for 2025**

Enactment of the attached by-law will implement Council's resolution of November 27, 2024, to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Noise Control By-law No. 6555
regarding fees for 2025**

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. In section 4.4(e), Council:
 - (a) strikes “\$237.00” from subsection (i), and substitutes “\$244.00”; and
 - (b) strikes “\$470.00” from subsection (ii), and substitutes “\$484.00”.
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

EXPLANATION**A By-law to amend Secondary Suite Inspection Fee By-law No. 6553
regarding fees for 2025**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Secondary Suite Inspection Fee By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

A By-law to amend Secondary Suite Inspection Fee By-law No. 6553 regarding fees for 2025

1. This by-law amends the indicated provisions of Secondary Suite Inspection Fee By-law No. 6553.

- ENACTED by Council this day of , 2024

City Clerk

EXPLANATION**Protection of Trees amending By-law
Re: 2025 Fee increases**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Protection of Trees By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

**A By-law to amend
Protection of Trees By-law No. 9958
regarding fees for 2025**

1. This by-law amends the indicated provisions of Protection of Trees By-law No. 9958.
2. Council strikes “\$105.00” from section 4.4(c)(i), and substitutes “\$108.00”.
3. Council strikes “\$301.00” from section 4.4(c)(ii), and substitutes “\$310.00”.
4. This by-law is to come into force and take effect on January 1, 2025.

Mayor

City Clerk

EXPLANATION**A By-law to amend the Green Demolition By-law
regarding fees for 2025**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Green Demolition By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

A By-law to amend the Green Demolition By-law No. 11023 regarding fees for 2025

1. This by-law amends the indicated provisions of Green Demolition By-law No. 11023.
2. Council strikes out “\$436.00” from section 6.1 and substitutes “\$449.00”.
3. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this day of , 2024

City Clerk

EXPLANATION**A By-law to amend Sign Fee By-law No. 11880
regarding fees for 2025**

The attached By-law will implement Council's resolution of November 27, 2024 to amend the Sign Fee By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to amend Sign Fee By-law No. 11880
regarding fees for 2025**

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

1. This By-law amends the indicated provisions of the Sign Fee By-law No. 11880.
2. Council strikes Schedule 1 of the Sign Fee By-law, and substitutes for it Schedule 1 attached to this By-law as Appendix A.
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

APPENDIX A

SCHEDULE 1

Fees and Charges

	Current Fees
1.1 Permit Application Fee	
(a) For each sign requiring a permit, other than a billboard, including one building field inspection	\$432.00
(b) For each sign subject to Part 15 Director of Planning Review, including one building field inspection	\$1,020.00
(c) For each billboard sign, including one building field inspection	\$1,020.00
(d) For each sign requiring electrical connection, including one electrical field inspection	\$219.00
(e) For a change of scope to require Part 15 Director of Planning Review, the additional fee is the difference between the fees set out in subsections (a) and (b) above	
1.2 Re-Inspection Fee	
Where a re-inspection is required to finalize approval of the installation of a sign after any field inspection, fee for each additional inspection or re-inspection	\$249.00
1.3 Fee for Sign Erected without Permit	
If a sign has been erected for which a sign permit is required, before a sign permit has been issued the fee is double the applicable fee or fees under section 1.1	
1.4 Fee for Revisions to Sign Permit	
Where a sign permit has been issued and must be revised, the fee for review by City staff per hour	\$66.20
1.5 Sign By-Law Amendment Application Fees	
Amendment to Schedule A or Schedule B	
For an application to initiate an amendment to Schedule A or Schedule B only to assign a new Comprehensive Development District to a Sign District Schedule at the time of re-zoning	\$1,210.00

Minor Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a minor amendment	\$6,080.00
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For every additional sign requiring a minor amendment under the same application	\$1,220.00
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Major Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a major amendment	\$13,770.00
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For every additional sign requiring a major amendment under the same application	\$2,770.00
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By-Law Amendment for new Sign District

For an application to initiate amendments to the Sign By-Law to create a new Sign District	\$40,500.00
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1.6 Fees for Removal and Storage of Unsafe Signs

(a) Fee for removal and transportation of signs that are certified by the City Building Inspector to be structurally unsafe	at cost
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(b) Daily storage fee	\$36.90
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1.7 For Council reconsideration of a Director of Planning decision regarding relaxations pursuant to section 15.11 of the Sign By-law	\$3,610.00
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EXPLANATION**A By-law to amend Subdivision By-law No. 5208
regarding fees for 2025**

The attached by-law will implement Council's resolution of November 27, 2024 to amend the Sign Fee By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to amend
Subdivision By-law No. 5208
regarding fees for 2025**

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

1. This by-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council strikes Schedule F (Fees) of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law as Appendix A.
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

APPENDIX A

Schedule F Fees

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m² in area; or (ii) where the site is between 10 000 m² and 40 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law \$166,800.00
2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m² and 10 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I \$83,400.00
3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II \$14,370.00
4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
 - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer \$703.00
 - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval No Fee

5. **CLASS V (Air Space)** - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act
- (a) for developments having a Floor Space Ratio (FSR) greater than 3.0 \$119,700.00
- (b) for developments having a Floor Space Ratio (FSR) of 3.0 or less, or where the application is solely for the purpose of creating air space parcels to secure separate tenure for public benefits such as: libraries, theatres and other cultural amenities; for-profit affordable rental housing; social housing; and day care \$60,850.00
6. **CLASS VI (Freehold Rowhouses)** – For an application to subdivide pursuant to Section 223.2 of the Land Title Act \$14,370.00
- Plus, per freehold lot \$1,870.00
7. **RECLASSIFICATION** - For an application to change from one sub-area to another sub-area in the R1-1 Zoning District \$7,310.00
8. **STRATA APPLICATIONS** - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act \$7,310.00

Note: *Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

EXPLANATION**A By-law to amend Energy Utility System By-law No. 9552
regarding 2025 fees and other miscellaneous amendments**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Energy Utility System By-law regarding 2025 fees and other miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Energy Utility System By-law No. 9552
regarding 2025 fees and other miscellaneous amendments**

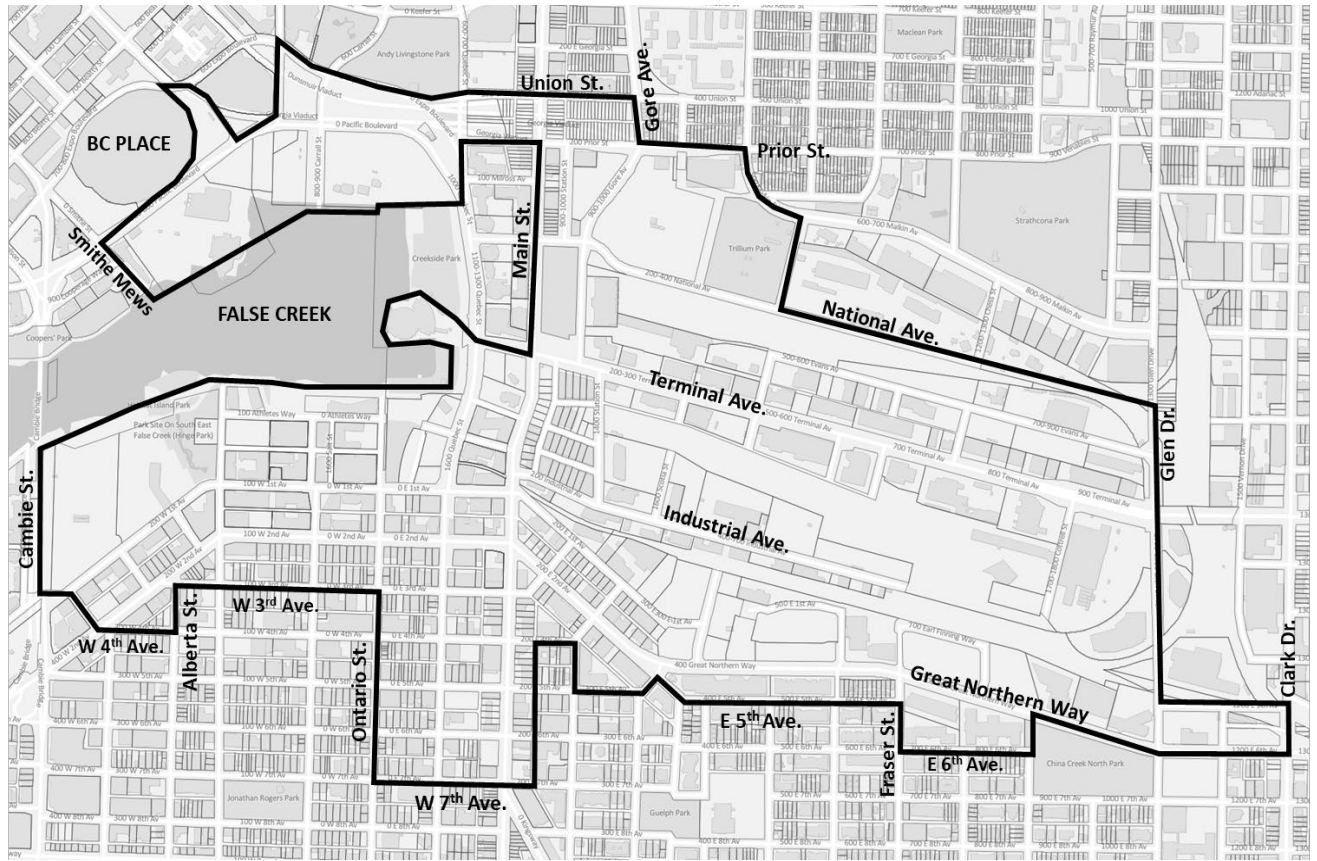
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Energy Utility System By-law No. 9552.
2. Council strikes the “and” at the end of subsection 4.1(b)(v).
3. Council strikes the “,” at the end of subsection 4.1(b) (vi) and replaces it with a “.”
4. Council adds new subsections 4.1(b)(vii) and 4.1(b)(viii) as follows:
 - “(vii) combined peak heat energy demand intensity for space heating and domestic hot water, and
 - (viii) revised estimates for 4.1(b)(i) through 4.1(b)(vi) if the proposed building is seeking to incorporate on-site heat production equipment in accordance with subsection 5.2(c);”.
5. Council strikes the “and” at the end of subsection 5.2(a)(v).
6. Council strikes the “.” at the end of subsection 5.2(b) and replaces it with “, and”.
7. Council adds a new subsection 5.2(c) as follows:
 - “(c) an owner who is constructing a new building or altering an existing non-residential building with a peak heat energy demand intensity exceeding 125 watts per square meter may, as part of the building mechanical system and for the purpose of reducing the peak load demand on the energy utility system, incorporate on-site heat production equipment. The building mechanical system must:
 - (i) prioritize the energy utility system as the building’s primary heating source;
 - (ii) only activate the on-site heat production equipment when the building’s total heat energy demand intensity as determined in accordance with subsection 4.1(b)(vii) exceeds 125 watts per square meter; and
 - (iii) be designed so that the heating capacity of the allowed on-site heat production equipment will only generate the portion of the building’s peak heat energy demand above 125 watts per square meter.”.
8. Council strikes section 4.7 and replaces it with:
 - “4.7 The design of the building mechanical system is subject to approval by the Chief Building Official and City Engineer. If the proposed building is seeking to incorporate on-site heat production equipment in accordance with subsection 5.2(c), the City may review the design, installation, commissioning and operations of the building mechanical system including any on-site heat production equipment in order to ensure compliance with subsection 5.2(c).”.

- ENACTED by Council this day of , 2024

City Clerk

**“SCHEDULE A”
BOUNDARIES OF SERVICE AREA**



“SCHEDULE C”
LEVIES AND CHARGES

PART 1 – Connection levy

Effective Date	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027
Fixed Portion per Energy Transfer Station	\$112,611	\$123,873	\$136,260
Variable Portion per Energy Transfer Station	\$133 per kW of the peak heat energy demand as approved under section 4.3	146 per kW of the peak heat energy demand as approved under section 4.3	161 per kW of the peak heat energy demand as approved under section 4.3

PART 2 – Monthly capacity levy

Class 1 - SEFC residential or mixed use residential building where the first building permit for the building is applied for before July 1, 2023	\$0.674 per m ²
Class 2 - Residential or mixed use residential building located outside SEFC, and SEFC residential or mixed use residential building where the first building permit for the building is applied for on or after July 1, 2023	\$10.141 per kW of peak heat energy demand
Class 3 - Non-residential building	\$10.141 per kW of peak heat energy demand

PART 3 – Monthly energy charge

Monthly energy charge	\$63.151 per MW hour
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PART 4 – Monthly energy credit

Credit for heat energy returned to energy transfer station	\$63.151 per each MW hour multiplied by 50%
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Bills are to be issued monthly and should be sent out within 60 days of the end of the billing period.

EXPLANATION**A By-law to amend Water Works By-law No. 4848
regarding 2025 water rates and fees and miscellaneous amendments**

The attached by-law will implement Council's resolution of December 3, 2024 to amend the Water Works By-law regarding regarding 2025 water rates and fees and miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Water Works By-law No. 4848
regarding 2025 water rates and fees and miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Water Works By-law No. 4848.
2. In subsection (b) of the definition of “Building Site” in section 1.1, Council strikes out “\$250,000” and substitutes “the greater of \$255,000 or 100% of the building’s latest assessed value according to the records of the British Columbia Assessment Authority”.
3. In section 2.1, Council:
 - (a) in subsection (c), strikes out “or”;
 - (b) renumbers subsection (d) as subsection (e); and
 - (c) adds a new subsection (d) as follows:

“(d) City and Vancouver Board of Parks and Recreation premises; or”.
4. Council strikes out section 2.13 and substitutes the following:

“2.13 Temporary Water Service During Construction

An owner or contractor who requires temporary water service:

- (a) for construction of a building containing no more than two dwelling units or a single detached house with a laneway house on a site with an existing unmetered water service, shall continue to be supplied water at the applicable flat rate set out in Schedule “B” ending on the date that the required metered water service is installed;
- (b) for construction of a building containing no more than two dwelling units or a single detached house with a laneway house on a site with an existing metered water service, shall continue to be supplied water at the applicable rate set out in Schedule “D”; and
- (c) for any construction purpose other than that set out in subsections (a) or (b), shall be supplied water at the applicable flat rate set out in Schedule “F” commencing on the date that the initial building permit is issued and ending on the date that a new metered water service is installed, or reconnection of the existing metered water service has been approved and carried out.

For clarity, once the construction period described in subsection (c) above has commenced, any charges for the supply of water under Schedule “B” or Schedule “D” will no longer apply, and once the construction period described in subsections (a) or (c) above has ended, water shall be supplied at the metered rate set out in Schedule “D”.

All charges for the installation, maintenance and abandonment of a water meter or temporary service pipe shall be in accordance with section 5.4 herein.”.

5. In section 6.6, Council:

- (a) in subsection (a), adds "and" after "in each year";
- (b) strikes out subsection (b);
- (c) rennumbers subsection (c) as subsection (b); and
- (d) strikes out "Schedule C" and substitutes "Schedule "C"".

6. In section 6.20, Council adds ", which might include replacement of the entire private service pipe if it is more than 24 years old or, if it is made of cement-lined ductile iron, more than 50 years old" after "of a similar nature".

7. Council strikes out Schedules A, B, C, D, E, F, G and H and substitutes the following:

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

Flat Rate Connection Fees

<i>Service Pipe Size</i>	<i>Single Detached House with or without a Laneway House and Duplex</i>
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20 mm (3/4")	\$ 9,592.00
25 mm (1")	9,931.00
40 mm (1 1/2")	11,941.00
50 mm (2")	13,241.00

<i>Service Pipe Size</i>	<i>Other Connections</i>
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20 mm (3/4")	\$ 12,285.00
25 mm (1")	12,781.00
40 mm (1 1/2")	16,040.00
50 mm (2")	16,040.00
100 mm (4")	23,187.00
150 mm (6")	26,375.00
200 mm (8")	28,802.00
300 mm (12")	40,535.00

Service Pipe Removal Fees

Service Pipe Size

20mm (3/4") to 50mm (2") inclusive	\$ 1,428.00
100mm (4") to 300mm (12") inclusive	4,286.00

SCHEDULE B
Annual Flat Rate Service Charges for Residential Properties

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

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

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

Fire Service Pipe Size

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

SCHEDULE D
Charges for Metered Water Service

Four Month Period

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

Rate for all metered uses

October 16 - April 30	Per unit	\$3.936
May 1 - October 15	Per unit	\$4.934

SCHEDULE E
Meter Service Charge

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

Per Four Month Period

Services with Standard Type Meters

17 mm (1/2") and 20 mm (3/4")	\$ 40.00
25 mm (1")	40.00
40 mm (1 1/2")	87.00
50 mm (2")	117.00
75 mm (3")	268.00
100 mm (4")	325.00
150 mm (6")	421.00
200 mm (8")	654.00
250 mm (10")	801.00
300 mm (12")	951.00

Services with Low Head Loss Meters/Detector Check Valves

100 mm (4")	\$ 376.00
150 mm (6")	549.00
200 mm (8")	737.00
250 mm (10")	918.00
300 mm (12")	1,095.00

SCHEDULE F
Charges for Temporary Water Service During Construction

*Building Size in Square
of Gross Floor Area*

*Rate in Dollars of Meters
Gross Floor Area
Per Building*

Up to an including 500 sq.m	\$ 606.00
Over 500 but not exceeding 2,000	1,187.00
Over 2,000 but not exceeding 9,000	1,784.00
Over 9,000 but not exceeding 24,000	3,001.00
Over 24,000 but not exceeding 45,000	4,490.00
Over 45,000	5,958.00

SCHEDULE G
Fees for Installation of Water Meters

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

Size of Standard Meter

20 mm (3/4") meter assembly and box	\$1,314.00
25 mm (1") meter assembly and box	\$1,434.00
40 mm meter assembly and box	\$1,952.00

Fees for Installation of Water Meters on Other Connections

<i>Size of Standard Meter</i>	<i>Meter on City Property</i>	<i>Meter on Private Property</i>
20 mm (3/4")	\$ 4,122.00	\$ 652.00
25 mm (1")	4,310.00	1,057.00
40 mm (1 1/2")	4,696.00	1,736.00
50 mm (2")	4,855.00	2,085.00
75 mm (3")	16,944.00	5,907.00
100 mm (4")	18,527.00	6,269.00
150 mm (6")	60,510.00	12,815.00
200 mm (8")	62,235.00	15,553.00
250 mm (10")	84,082.00	23,732.00
300 mm (12")	92,968.00	32,624.00

SCHEDULE H
Miscellaneous Fees and Charges

Additional charge for inaccessible meter or appurtenance (per incident)	\$ 94.00
Special meter reading (per occurrence)	124.00
Customer requested meter test (deposit)	247.00
Charges for Returned Cheques	43.00
Residual Water Pressure Estimate Fee	
Original calculation	44.00
Additional copies for same location	11.00
Miscellaneous water information requests (per hour)	56.00
City Crew call out fee (normal working hours) (per hour or portion thereof)	124.00

City Crew call out fee (outside normal working hours) (per hour or portion thereof)	247.00
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Frozen pipe thawing	At cost (Section 5.4)
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Backflow Prevention Assembly Test Report Fee	21.00".
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8. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.

9. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend Sewer and Watercourse By-law No. 8093
regarding 2025 fee increases and other miscellaneous amendments**

The attached by-law will implement Council's resolution of December 3, 2024 to amend the Sewer and Watercourse By-law regarding 2025 fee increases and other miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Sewer and Watercourse By-law No. 8093
regarding 2025 fee increases and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Sewer and Watercourse By-law No. 8093.
2. In section 2.2(b), Council strikes out “\$250,000” and substitutes “\$255,000”.
3. In section 2.7, Council:
 - (a) strikes out (7.1);
 - (b) renumbers (7.2) as (7); and
 - (c) in (7), adds “, except that the refund may not include any portion of the non-refundable application fee paid” after “as is recommended by the City Engineer”.
4. Council strikes out subsection 2.9 (1) and substitutes the following:
 - “(1.1) Upon application, the City Engineer may approve the use of an existing public sewer connection if the sewer connection is:
 - (a) sized adequately;
 - (b) not a combined connection;
 - (c) made of PVC or, if the sewer connection is larger than 375 mm, of concrete;
 - (d) in good condition and the City Engineer is satisfied that it is suitable for continued use; and
 - (e) meets all of the other requirements of this By-law.
 - (1.2) When applying for the use of an existing public sewer connection under Sentence (1.1) above, the applicant must provide a video inspection and associated inspection report from a PACP/LACP certified contractor for the City Engineer’s review in order for the City Engineer to verify the condition of the sewer connection, and if the City Engineer determines that the connection contains defects or deficiencies, the sewer connection may be deemed unsuitable.”.
5. In section 2.9(2), Council strikes out “Sentence (1)” wherever it appears, and substitutes “Sentence (1.1)”.

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

“PART I

SEWER CONNECTION RATES

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

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

1.	Public sewer connection, for Single Detached House with or without Laneway House, or Duplex (including 3 inch/75mm and greater pressure connections)	\$18,669.00
2.	Public sewer connection, other than Single Detached House or Duplex	
	a) 4 inch/100 mm diameter	\$27,337.00
	b) 6 inch/150 mm diameter	\$32,995.00
	c) 8 inch/200 mm diameter	\$37,327.00
	d) 10 inch/250 mm diameter	\$43,060.00
	e) 12 inch/300 mm diameter	\$48,926.00
	f) 15 inch/375 mm diameter or greater	\$54,714.00
	g) connection to building sewer where installation cost is greater than 1.5 times the applicable flat rate connection fee set out in this Schedule	At cost, pursuant to Section 2.7(2)
	h) maintenance hole installation in conjunction with a public sewer connection pursuant to Section 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to Section 2.7(3)
3.	Where a public sewer connection will be placed more than 5 feet below the ground elevation, taken to the nearest foot and measured at the centre line of the street or lane, as determined by the City Engineer, the fees payable shall be an amount equivalent to an increase of 10% for each additional foot below 5 feet, of the fee otherwise payable by section 1 or 2 above	
4.	New fitting on a twin sewer pursuant to Section 2.7(4)	\$8,353.00
5.	New fitting on a single sewer pursuant to Section 2.7(4)	\$3,683.00
6.	Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$505.00

PART III

FLAT RATES
FOR UNMETERED PROPERTY

Single Detached House	\$1,173.00
Single Detached House with Secondary Suite	\$1,584.00
Single Detached House with either Laneway House or Infill Single Detached House	\$1,584.00
Single Detached House with Secondary Suite and either Laneway House or Infill Single Detached House	\$1,995.00
Strata Duplex (per dwelling unit)	\$793.00
2 Services, 1 Lot	\$2,344.00
3 Services, 1 Lot	\$3,513.00
4 Services, 1 Lot	\$4,688.00
Parking Lot/Garden	\$670.00

PART IV

FLAT RATES FOR OTHER PROPERTY
OR SHUT OFF WATER SERVICE

Other Property	\$529.00
Turned Off, 1 Service	\$529.00
Turned Off, 2 Services	\$529.00
Turned Off, 3 Services	\$529.00

PART V

UNIT-BASED RATES FOR METERED PROPERTY

Metered Property Rate	\$7.545
Waste Discharge Permit User Rate	\$2.485

PART VI

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

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$2.71
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$2.71
For discharges by Utilities, pursuant to Section 7.13 (per maintenance hole connected)	\$715.00

”.

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

8. This By-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend Solid Waste By-law No. 8417
regarding 2025 fee increases and miscellaneous amendments**

The attached by-law will implement Council's resolution of December 3, 2024 to amend the Solid Waste By-law regarding regarding 2025 fee increases and miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. ____

**A By-law to amend Solid Waste By-law No. 8417
regarding 2025 fee increases and miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Solid Waste By-law No. 8417.
2. In section 2, Council:
 - (a) strikes out the definition of “collection point” in its entirety;
 - (b) in the definition of “excess producer”, strikes out “can or”; and
 - (c) strikes out the definition of “garbage can” in its entirety.
3. Council strikes out section 4.3 in its entirety.
4. In sections 5.10(3), 5.11(3) and 6.7(c), Council strikes out “garbage can or” wherever it appears.
5. In the title of section 7.2, Council strikes out “**Garbage Cans**”.
6. In sections 7.2 and 7.3, Council strikes out “garbage cans,” wherever it appears.
7. In section 7.4, Council strikes out “or garbage can”.
8. In section 7.5, Council adds “residential property other than a house or strata duplex or” after “At least twice each month, each owner or occupier of”.
9. In sections 5.1(2) and 5.5(3), Council strikes out “Part IV” and substitutes “Part III”.
10. In section 6.3(2), Council strikes out “Part V” and substitutes “Part IV”.
11. In section 7.6(2), Council strikes out “Part VI” and substitutes “Part V”.
12. In section 8.3(2)(a)(iii), Council strikes out “from a from a publicly owned area” and substitutes “from a publicly owned area”.
13. Council adds a new section 9.1A in the correct alphabetical order, as follows:

“9.1A Inspection of Private Containers

 - (1) The City Engineer may enter onto any real property at any reasonable time for the purposes of inspecting private containers.”.
14. Council strikes out Schedule A and substitutes Schedule A attached to this by-law.
15. Council strikes out Schedule B and substitutes Schedule B attached to this by-law.
16. In Schedule A, Part I Drop off Rates, Council;
 - (a) strikes out “\$158” under the Rate column for Construction and demolition processing residual waste, and substitutes “\$185”; and

SCHEDULE A

RATES FOR LANDFILL AND TRANSFER STATION

I. Drop-off Rates

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

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday, excluding Statutory Holidays)	Non peak hours minimum charge (other than from 10:00 a.m. to 2:00 p.m. Monday to Friday)
Solid waste, other than municipal garbage	\$175/tonne for 0 to 0.99 tonnes to a maximum of \$153 per load \$153/tonne for 1.00 to 7.99 tonnes to a maximum of \$1,016 per load \$127/tonne for 8.00 or more tonnes	\$20	\$10
Municipal garbage	\$141/tonne	\$20	\$10
Construction and demolition processing residual waste	\$158/tonne	\$20	\$10
Yard waste and/or wood waste	\$118/tonne	\$10	\$10
Food waste	\$115/tonne	\$10	\$10
Yard and/or wood waste mixed with food waste	\$118/tonne	\$10	\$10
New gypsum (drywall), at the Transfer Station	\$5 for up to ½ a sheet (4'x4')	\$5	\$5
New gypsum (drywall), at the Landfill	\$150/tonne for up to 0.5 tonne	\$10	\$10

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

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

Mattresses deposited for recycling\$15 per piece

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

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

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

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

Solid waste from Delta Farms that contains less than 5% by weight or by volume of materials listed in Schedule F, and does not contain any materials listed in Schedules E and G \$23 per load for up to 3 tonnes, for up to 5 loads per year

Special handle waste (nuisance waste) requiring burial, as determined by the City Engineer.....\$295 per tonne
(\$50 minimum)

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

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

Demolition hog materials meeting the City Engineer's specifications for coarse demolition hog for surfacing tipping pads and temporary access roads\$78 per tonne

Demolition hog materials meeting the City Engineer's specifications for regular (fine) demolition hog for surfacing tipping pads and temporary access roads\$47 per tonne

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

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

All other asbestos waste.....\$295 per tonne
(\$50 minimum)

II. Surcharge Rates

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

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

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

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains one or more materials listed in Schedules E and G, a \$76.00 surcharge will be applied to the load plus removal and remediation costs where applicable.

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

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

III. Compost Rates

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

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

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

IV. Transaction fee

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

SCHEDULE B

RATES FOR COLLECTION SERVICES

I. Garbage Cart Collection Service

A. Residential Property

The following allocation applies to residential properties:

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

B. Garbage Cart Rates

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

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$124	\$240
120 litres	\$142	\$276
180 litres	\$166	\$325
240 litres	\$190	\$374
360 litres	\$238	\$472

II. Miscellaneous Service

A. City Sticker Service

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

B. Purchase of Additional Garbage Service

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

III. Recycling Collection Service

A. Basic Recycling Rates

For those properties which receive recycling collection service under Part V - Recycling Service, except for seniors licensed care and group homes, per calendar year, the following rates are payable concurrently with each year's real property taxes.....\$247.00 per recycling cart

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

B. Additional Storage Charges

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

IV. Green Cart Collection Service

A. Green Cart Rates

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

Size of green cart	Rate
120 litres	\$176
180 litres	\$207
240 litres	\$238
360 litres	\$299

B. Purchase of Additional Green Cart Service

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

V. Street Cleaning Services Levy

For each dwelling unit\$24.00

EXPLANATION**By-law to amend Mountain View Cemetery By-law No. 8719
regarding 2025 Mountain View Cemetery Fees and Charges**

Enactment of the attached By-law will implement Council's resolution of November 26, 2024 to amend Mountain View Cemetery By-law to increase fees and charges, effective January 1, 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Mountain View Cemetery By-law No. 8719
Regarding 2025 Mountain View Cemetery Fees and Charges**

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

1. The by-law amends the provisions of the Mountain View Cemetery By-law No. 8719.
2. Council strikes out Schedule B of the By-law and substitutes for it Schedule B attached to this by-law.
3. 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 B
MOUNTAIN VIEW CEMETERY
2025 FEES AND CHARGES**

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>CASKET SPACE</u>			
Adult Grave – Single Depth Flat Marker Area	\$15,928.58	\$ 5,309.53	\$ 21,238.11
Adult Grave – Single Depth Upright Monument area	\$18,928.58	\$ 6,309.53	\$ 25,238.11
Adult Grave – Flat Marker Area	\$20,357.15	\$ 6,785.72	\$ 27,142.87
Adult Grave – Upright Monument area	\$27,142.86	\$ 9,047.62	\$ 36,190.48
Adult Grave – Single interment in shared lot	\$ 7,571.43	\$ 2,523.81	\$ 10,095.24
Adult Grave – Single interment in sustainable lot	\$ 3,785.72	\$ 1,261.91	\$ 5,047.63
Outdoor Tandem Crypt Mausoleum	\$ 127,285.71	\$ 14,142.86	\$ 141,428.57
Infant Grave – (<24" casket) Shared commemoration	\$ 0.00	\$ 0.00	\$ 0.00
Infant Grave – (<24" casket) Private marker	\$ 1,589.29	\$ 529.76	\$ 2,119.05
Infant Grave – (<48" casket) Private marker	\$ 3,178.58	\$ 1,059.53	\$ 4,238.11
<u>ABOVE-GROUND CREMATED REMAINS SITE</u>			
Columbaria (built pre-2020):			
Upper Rows	\$ 5,442.86	\$ 604.76	\$ 6,047.62
Second Row from bottom	\$ 4,542.86	\$ 504.76	\$ 5,047.62
Bottom Row	\$ 3,814.29	\$ 423.81	\$ 4,238.10
Columbaria (built post-2020):			
Upper Rows	\$ 6,900.00	\$ 766.67	\$ 7,666.67
Second Row from bottom	\$ 5,828.57	\$ 647.62	\$ 6,476.19
Bottom Row	\$ 4,800.00	\$ 533.33	\$ 5,333.33

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>ABOVE-GROUND CREMATED REMAINS SITE (cont'd)</u>			
Family Columbaria – 1 to 4 urns	\$ 18,171.43	\$ 2,019.05	\$ 20,190.48
Family Columbaria – up to 6 urns	\$ 27,257.14	\$ 3,028.57	\$ 30,285.71
Family Columbaria – up to 8 urns	\$ 36,428.57	\$ 4,047.62	\$ 40,476.19
Family Columbaria – 8 or more urns	\$ 54,428.57	\$ 6,047.62	\$60,476.19
<u>IN-GROUND CREMATED REMAINS SITE</u>			
Individual Cremation Site (1 interment) - Inscription on Communal Marker	\$ 714.29	\$ 238.10	\$ 952.39
Individual Cremation Site (1 interment) - Inscription on Shared Marker	\$ 1,214.29	\$ 404.76	\$ 1,619.05
Individual Cremation Site (1 interment) - Inscription on Individual Marker	\$ 3,214.28	\$ 1,071.43	\$ 4,285.71
Standard - Allowing 2 interments	\$ 4,571.43	\$ 1,523.81	\$ 6,095.24
Standard - Allowing 4 interments	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00
Premium Area - Allowing 2 interments	\$ 5,785.72	\$ 1,928.57	\$ 7,714.29
Premium Area - Allowing 4 interments	\$ 9,571.43	\$ 3,190.48	\$ 12,761.91
Feature Area - Allowing 2 interments	\$ 8,142.86	\$ 2,714.29	\$ 10,857.15
Feature Area - Allowing 4 interments	\$ 12,857.15	\$ 4,285.72	\$ 17,142.87
Feature Area – MVC Provided Monument - Allowing 2 interments	\$ 12,678.57	\$ 4,226.19	\$ 16,904.76
Feature Area – MVC Provided Monument - Allowing 4 interments	\$ 15,928.58	\$ 5,309.53	\$ 21,238.11
Feature Area – MVC Provided Monument - Allowing 6 interments	\$ 22,714.28	\$ 7,571.43	\$ 30,285.71
Feature Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 8,714.29	\$ 2,904.76	\$ 11,619.05

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>Family Estate Plot for Custom Installation:</u>			
Estate Fee <i>(per square foot of allocated area)</i>	\$ 364.28	\$ 40.48	\$ 404.76
Interment Right License <i>(per casket space)</i>	\$ 4,542.86	\$ 504.76	\$ 5,047.62
Interment Right License <i>(per cremation space)</i>	\$ 454.28	\$ 50.48	\$ 504.76

	<u>Total</u>
<u>LICENCE DISPOSITION and TRANSFER</u>	
Licence Disposition Fee (Transfer Current Site to New Rights Holder)	\$ 105.71
Site Transfer Fee (Change to equivalent site)	License Disposition Fee
Site Transfer Fee – Upgrade (to higher value site)	Current fee for NEW site
	PLUS: License Disposition Fee
	LESS: Current Fee for returned site
Site Transfer Fee – Downgrade (to lower value site)	Current fee for NEW site
	PLUS: License Disposition Fee
	LESS: Amount paid for returned site

	<u>Total</u>
<u>INTERMENT OF REMAINS</u>	
Casket - Single Depth	\$ 1,614.29
Casket – Deep	\$ 2,828.57
Infant/Child (container up to 48" long)	\$ 219.05
Cremated Remains	\$ 676.19
No one present at interment (credit)	-\$ 252.38
Concurrent Interment of Cremated Remains (credit)	-\$ 252.38
Extra Niche interment (beyond original capacity)	\$ 2,271.43
Re-open Grave for burial (in addition to Casket fee)	\$ 2,219.05
PLUS Contribution to Care Fund	\$ 4,238.10

	<u>Total</u>
<u>DISINTERMENT AND EXHUMATION</u>	
Exhumation - Adult Casket – Inter. Fee plus	\$ 1,185.71
Exhumation - Infant Casket – Inter. Fee plus	\$ 428.57
Exhumation - Cremated Remains	\$ 428.57
Exhumation and Re-inter Cremated Remains (Concurrent – credit applied to combined fee)	-\$ 252.38

	<u>Total</u>
<u>OVERTIME INTERMENTS (in addition to INTERMENT fee)</u>	
Cremated Remains	\$ 400.00
Infant	\$ 400.00
Casket	\$ 1,338.10

	<u>Installation</u>	<u>Care Fund</u>	<u>Total</u>
<u>FLAT MARKER INSTALLATION</u>			
Flat Marker (up to 12" x 20")	\$ 228.57	\$ 266.67	\$ 495.24
Flat Marker (16" x 28" and larger)	\$ 328.57	\$ 255.67	\$ 595.24

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<u>FOUNDATIONS</u>			
Concrete footing PLUS: (fee per 6" of linear base)	\$ 219.05 \$ 40.18	\$ 214.29	\$ 433.34
Granite foundation (on 1 lot only) PLUS: (fee per 6" of linear base)	\$ 266.67 \$ 71.43	\$ 214.29	\$ 480.96
Granite foundation (spanning 2 lots) PLUS: (fee per 6" of linear base)	\$ 561.90 \$ 99.11	\$ 319.05	\$ 880.95
Upright Military Marker - install Supply Precast footing	\$ 219.05 \$ 211.61	\$ 214.29	\$ 644.95

	<u>Total</u>
<u>MARKERS and MONUMENTS</u>	
Infant Commemorative Stone (supply and install)	\$ 252.38
Temporary Marker – nylon (annual fee)	\$ 200.00
Granite Marker (Type 1)	\$ 127.68
Granite Marker (Type 2)	\$ 175.00
Granite Marker (Type 3)	\$ 222.32
Granite Marker (Type 4)	\$ 274.11
Granite Marker (Type 5)	\$ 321.43
Granite Marker (Type 6)	\$ 368.75
Granite Marker (Type 7)	\$ 425.89
Granite Marker (Type 8)	\$ 468.75
<u>MEMORIAL REINSTALLATION</u>	
Flat Marker (9" x 12" or 10" x 18" or 12" x 20")	\$ 214.29
Flat Marker (16" x 28" or 18" x 30")	\$ 319.05
<u>OTHER MEMORIAL PRODUCTS</u>	
Inscription – Niche or Memorial panel	\$ 404.76
Single Niche Panel	\$ 283.93
Double Niche Panel	\$ 440.18
Triple Niche Panel	\$ 586.61
Scheduled/Witnessed Marker Installation (Storage Fee)	\$ 266.67
Supply 9" x 12" granite base and mount (bronze) plaque	\$ 328.87
Supply 12" x 20" granite base and mount (bronze) plaque	\$ 473.81
Supply 16" x 28" granite base and mount (bronze) plaque	\$ 615.77

	<u>Total</u>
<u>CELEBRATION HALL RENTAL</u>	
4-hour access - Regular Hours - NO FOOD	\$ 604.76
4-hour access - Regular Hours - with FOOD	\$ 823.81
4-hour access – Evening/Weekend - NO FOOD	\$ 985.71
4-hour access – Evening/Weekend - with FOOD	\$ 1,195.24
Each Additional Hour	\$ 166.67
Per Facility Attendant (up to 4 hours)	\$ 261.90
Facility Attendant (per additional hour)	\$ 57.14
<u>OTHER PRODUCTS AND SERVICES</u>	
Installation only of Casket Vault or Liner (>500 lbs	\$ 1,590.48
Installation only of Casket Vault or Liner (<500 lbs	\$ 528.57
Installation only of Cremated Remains Vault or Liner (>10 lbs)	\$ 212.38
Casket Vault or Liner - concrete	\$ 1,491.07
Casket Vault or Liner - steel	\$ 1,491.07
Casket Vault or Liner – polymer/HDPE	\$ 993.75
Cremated Remains Vault/Liner	\$ 175.00
Flower Container – with plastic insert (supply and/or install)	\$ 57.14
Flower Container – with metal insert (supply and/or install)	\$ 119.04
NSF Cheque	\$ 35.00
Administration Fee	\$ 105.71
Marker/Monument Steam Cleaning	\$ 261.90
Pallbearing	\$ 100.95
Watched Grave Closed/Covered	\$ 261.90
Late Departure (per hour or part thereof)	\$ 151.43

	<u>Total</u>
<u>KEEPSAKE URNS</u>	
Keepsake Urn - Type 1	\$ 51.79
Keepsake Urn - Type 2	\$ 75.89
Keepsake Urn - Type 3	\$ 104.46
<u>CREMATED REMAINS URNS</u>	
Cremation Urn - Type 1	\$ 141.96
Cremation Urn - Type 2	\$ 170.54
Cremation Urn - Type 3	\$ 199.11
Cremation Urn - Type 4	\$ 226.79
Cremation Urn - Type 5	\$ 250.89
Cremation Urn - Type 6	\$ 298.21
Cremation Urn - Type 7	\$ 350.00
Cremation Urn - Type 8	\$ 374.11
Cremation Urn - Type 9	\$ 425.89
Cremation Urn - Type 10	\$ 497.32
Cremation Urn - Type 11	\$ 520.54
Cremation Urn - Type 12	\$ 549.11
Cremation Urn - Type 13	\$ 619.64
Cremation Urn - Type 14	\$ 870.54
Cremation Urn - Type 15	\$ 1,112.50

EXPLANATION**A By-law to amend Street and Traffic By-law No. 2849
regarding 2025 fee increases and miscellaneous amendments**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Street and Traffic By-law to increase fees for 2025, and to make miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding 2025 fee increases and miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law No. 2849.
2. In section 21.6, Council strikes out “\$228.33”, “\$13.57” and “\$7.25”, and substitutes “\$242.14”, “\$14.29”, and “\$7.75”, respectively.
3. In section 21.6, Council strikes out “\$50.00”, “\$150.00”, “\$25.00”, and “\$75.00”, and substitutes “\$100.00”, “\$300.00”, “\$50.00”, and “\$150.00”, respectively
4. In section 21.6A, Council strikes out “\$7.25”, and substitutes “\$7.75”.
5. In section 21.6A, Council strikes out “\$50.00”, “\$150.00”, “\$25.00”, and “\$75.00”, and substitutes “\$100.00”, “\$300.00”, “\$50.00”, and “\$150.00”, respectively
6. In section 23.4, Council:
 - (a) in subsections (a), (c) and (f), strikes out “\$125.74” and substitutes “\$144.60”;
 - (b) in subsection (b), strikes out “\$427.94” and substitutes “\$453.62”;
 - (c) in subsection (d), strikes out “\$92.81”, and substitutes “\$106.73”; and
 - (d) in subsection (e), strikes out “\$62.86”, and substitutes “\$72.29”.
7. In section 23.5, Council strikes out “\$89.95”, and substitutes “\$95.35”.
8. In section 23.6, Council:
 - (a) in subsection (a), strikes out “\$1,600.50”, and substitutes “\$1,696.53”;
 - (b) in subsection (b), strikes out “\$800.26”, and substitutes “\$848.28”; and
 - (c) in subsection (c), strikes out “\$363.75”, and substitutes “\$385.58”.
9. In section 23.8, Council:
 - (a) in subsection (a), strikes out “\$13.73”, and substitutes “\$15.79”;
 - (b) in subsection (b), strikes out “\$23.81”, and substitutes “\$25.24”; and
 - (c) in subsection (c), strikes out “\$6.06”, and substitutes “\$6.97”.
10. In section 23.9, Council strikes out “\$5.61”, and substitutes “\$5.95”.

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

(a) in subsection (a), strikes out “\$143.57”, and substitutes “\$152.18”; and

(b) in subsection (b), strikes out “\$48.38”, and substitutes “\$51.28”.

12. In section 88A, Council:

(a) in subsection (2)(b), strikes out “\$669.28” and “\$87.02”, and substitutes “\$709.44” and “\$92.24”, respectively; and

(b) in subsection (4), strikes out “\$87.86”, and substitutes “\$93.13”.

13. In Schedule I, Council:

(a) in section 1(j), strikes out “\$79.50”, “\$795.00”, and “\$2,230.00”, and substitutes “\$81.90”, “\$819.00”, and “\$2,300.00”.

14. 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.

15. This By-law is to come into force and take effect on January 1, 2025, except that sections 3 and 5 are to come into force and effect on July 1, 2025

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend Granville Mall By-law No. 9978
regarding 2025 fee increases**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Granville Mall By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Granville Mall By-law No. 9978
regarding 2025 fee increases**

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

1. This by-law amends the indicated provisions of the Granville Mall By-law.
2. In section 14(a) Council strikes out "\$304.87" and substitutes "\$323.16".
3. In section 14(b) Council strikes out "\$39.26" and substitutes "\$41.62".
4. In section 14(c) Council strikes out "\$11.54" and substitutes "\$12.23".
5. 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

EXPLANATION**A By-law to amend Encroachment By-law No. 4243
regarding 2025 fee increases and miscellaneous amendments**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Encroachment By-law to increase fees for 2025, and to make miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Encroachment By-law No. 4243
regarding 2025 fee increases and miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Encroachment By-law No. 4243.
2. In section 2, Council:
 - (a) in the definition of “Anchor rods”, adds “, fibreglass” after “steel”;
 - (b) in the definition of “Owner”, strikes out “property.” and substitutes “property.”;
 - (c) adds a new definition in the correct alphabetical order as follows:

““professional engineer” means an engineer who is a member of The Association of Professional Engineers and Geoscientists of the Province of British Columbia; and”;

and
 - (d) in the definition of “solar shading device”, strikes out “Building By-law;” and substitutes “Building By-law.”
3. Council adds a new section 3A(2A) in the correct alphanumerical order as follows:

“(2A) The Engineer may, in the Engineer’s sole discretion, require the use of certain materials and equipment, including fibreglass anchor rods.”.
4. In section 3A(2)(a), Council adds “, material” after “length”.
5. In section 5(1), Council adds “, such first annual charge to be pro-rated by dividing the applicable annual charge by 12 and multiplying the resulting number by the number of full or partial months remaining until the next June 30” after “together with the first annual charge as herein provided”.
6. In Part A of the Schedule attached to the Encroachment By-law, Council strikes out “\$1,248.87”, “\$374.66”, “\$5,565.00”, and “\$3,097.20”, and substitutes “\$1,286.34”, “\$385.90”, “\$5,731.95”, and “\$3,283.03”.
7. In Part B of the Schedule attached to the Encroachment By-law, Council strikes out “\$227.59” and “\$6.07”, and substitutes “\$234.42” and “\$6.25”, respectively.
8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
9. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend Street Vending By-law No. 10868
regarding 2025 fee increases**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Street Vending By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend Street Vending By-law No. 10868
regarding 2025 fee increases**

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

1. This by-law amends the indicated provisions of the Street Vending By-law No. 10868.
2. Council strikes out Schedule A of the Street Vending By-law, and substitutes the document attached as Schedule A to this by-law, as the new Schedule A.
3. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

SCHEDULE A

“SCHEDULE A

FEES

Application Fees

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

- (a) street vendor \$66.84
- (b) display unit (including application by new owner)..... \$66.84
- (c) small patio (including application by new owner)..... \$66.84
- (d) large patio and curbside patio \$267.44
- (e) despite subsections (b), (c) and (d) above, no application fees are payable if the applicant is applying for a permit for a new display unit, a new patio or an expansion of an existing patio, if the display unit, patio or expansion is located in the 2024 Water Street Pilot Area as shown outlined in black on Schedule C to this by-law only between June 1, 2024 and September 30, 2024.

Permit Fees

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

- (a) street vendor
 - (i) food vending (stationary) unit \$1,478.51 per year
 - (ii) non-food vending (stationary) unit \$1,108.48 per year
 - (iii) mobile special event unit \$48.05 per day
- (b) food vending (roaming) unit
 - (i) with motorized unit \$398.89 per year
 - (ii) without motorized unit \$200.20 per year

- (c) display unit
- for each square meter of display area.....\$64.62 per year
subject to a minimum fee of.....\$168.21 per year
- (d) small patio
- for one table and two chairs\$154.33 per year
subject to a minimum fee of.....\$462.99 per year
- (e) large patio and curbside patio
Downtown (see Schedule B)
- Summer Term (April 1 – October 31) = \$106.89/m²
Annual Term (April 1 to March 31) = \$182.96/m²
- Outside of Downtown
- Summer Term (April 1 – October 31) = \$75.74/m²
Annual Term (April 1 to March 31) = \$129.77/m²
- (f) farmers' market permit\$0.00 per year
- (g) special event market permit \$0.00 per day
- (h) daily mobile vendor
(outside special event permit zone) \$48.05 per day
- (i) despite subsections (c) and (d) above, no permit fees are payable for display units or small patios between June 1, 2024 and September 30, 2024 if the display unit or small patio is located in the 2024 Water Street Pilot Area as shown outlined in black on Schedule C to this by-law, and any applicable annual fee for such display unit or small patio will be adjusted accordingly.
- (j) despite subsection (e) above, no permit fees are payable for new large patios, new curbside patios or expansions to existing large or curbside patios if the large patio, curbside patio or expansion is located in the 2024 Water Street Pilot Area as shown outlined in black on Schedule C to this by-law, and only exists between June 1, 2024 and September 30, 2024.

Permit Renewal Fees

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

(a) street vendor

- (i) food vending (stationary) unit..... \$1,478.51 per year, of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.
- (ii) non-food vending (stationary) unit..... \$1,108.48 per year of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued

”.

EXPLANATION**A By-law to amend Street Distribution of Publications By-law No. 9350
regarding 2025 fee increases**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Street Distribution of Publications By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend
Street Distribution of Publications By-law No. 9350
regarding 2025 fee increases**

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

1. This by-law amends the indicated provisions of the Street Distribution of Publications By-law No. 9350.

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

“Part 1 – Application fee

\$61.78 for a permit for a new location

\$24.71 for participation in a lottery for a new location”.

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

“Part 2 - Location fee

\$41.32 annually for each of 1 to 100 news boxes held by one person

\$123.92 annually for each of 101 or more news boxes held by one person

\$26.22 annually for each top row compartment in each multiple publications news box

\$13.10 annually for each bottom row compartment in each multiple publications news box

\$41.32 annually for each drop box”.

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

5. This by-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Street Utilities By-law No. 10361
regarding 2025 fee increases**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Street Utilities By-law to increase fees for 2025.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend the Street Utilities By-law No. 10361
regarding 2025 fee increases**

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

1. This By-law amends the indicated provisions of the Street Utilities By-law No. 10361.
2. Council strikes out Schedule A and substitutes the document attached as Schedule A to this By-law, as the new Schedule A.
3. This By-law is to come into force and take effect on January 1, 2025.

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk

SCHEDULE A

“SCHEDULE A

SCHEDULE OF FEES AND COSTS

Part 1 – Plan review and administration fee

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

- (a) shorter, a plan review and administration fee of \$845.14;
- (b) longer, a plan review and administration fee of \$2,535.40;

together with a fee of \$16.91 per metre of the total length of the proposed alignment.

Part 2 – Inspection fee

The permit holder must pay to the city, to cover the cost of inspection of the proposed work, \$109.87 per street block of the total length of the proposed alignment for each day from commencement to completion of the work and for one day of any pre-construction organizing meeting.

Part 3 – Permanent restoration cost

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

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Pavement	Less than 10 m ²	\$526.15
Concrete Pavement	10 m ² to less than 50 m ²	\$375.63
Concrete Pavement	50 m ² or more	\$267.44
Pavement Membrane Overlay Concrete Road	Less than 100 m ²	\$189.43
Pavement Membrane Overlay Concrete Road	More than 100 m ²	\$156.00
Light Asphalt Pavement	Less than 3 m ²	\$387.83
Light Asphalt Pavement	3 m ² to less than 10 m ²	\$211.97
Light Asphalt Pavement	10 m ² to less than 100 m ²	\$143.53
Light Asphalt Pavement	100 m ² to 300 m ²	\$128.73
Light Asphalt Pavement	More than 300 m ²	\$125.02
Heavy Asphalt Pavement	Less than 3 m ²	\$485.51

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Heavy Asphalt Pavement	3 m ² to less than 10 m ²	\$354.91
Heavy Asphalt Pavement	10 m ² to less than 100 m ²	\$234.53
Heavy Asphalt Pavement	100 m ² to 300 m ²	\$203.52
Heavy Asphalt Pavement	More than 300 m ²	\$180.38
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m ²	\$469.55
Concrete Sidewalk	10 m ² to 25 m ²	\$369.87
Concrete Sidewalk	25 m ² to 50 m ²	\$340.10
Concrete Sidewalk	50 m ² or more	\$265.83
Exposed Agg Sidewalk	All	\$621.39
Concrete Crossing	All	\$511.42
Curb & Gutter	Less than 10 lm	\$685.80
Curb & Gutter	10 lm or more	\$498.01
Boulevards Top Soil & Seed	Less than 50 m ²	\$82.95
Boulevards Top Soil & Seed	50 m ² or more	\$46.10
Brick or Paver Sidewalks	All	\$645.95
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead
Concrete Bus Slab – 12" Thick with Integral Curb & Slab	All	\$633.89
Concrete Thickened Sidewalk – 6"	All	\$460.81
Concrete Thickened Sidewalk – 10"	All	\$574.80
Integral Concrete Road & Curb - 8"	All	\$546.04

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Treaded Sidewalk	Less than 10 m ²	\$430.54
Concrete Treaded Sidewalk	10 m ² to 25 m ²	\$388.54
Concrete Treaded Sidewalk	More than 25 m ²	\$346.54
Asphalt/Concrete Pavement	0 m ² to less than 3 m ²	\$632.30
Asphalt/Concrete Pavement	3 m ² to less than 10 m ²	\$557.37
Asphalt/Concrete Pavement	10 m ² to 50 m ²	\$495.26
Asphalt/Concrete Pavement	50 m ² or more	\$406.97
Asphalt/Concrete Pavement – follow behind	Install of 5" Asphalt when concrete cutback is done by Utility Group	\$119.00
Brick/Paver/Stone Pavements		Quotes by street utilities committee only
Safety-sensitive Road Marking Repair		Quotes by street utilities committee only
Specialty Treatment Road Marking Repair		Quotes by street utilities committee only

Part 4 – Pavement degradation cost

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

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 – 5 years	\$70.42
6 – 10 years	\$56.33
11 – 15 years	\$42.27
16 - 20 years	\$28.20
21 years or greater	\$14.08

”.

EXPLANATION**A By-law to amend the Latecomer Charge Interest Rate
By-law No. 13152 regarding annual interest rate**

The attached by-law will implement Council's resolution of December 3, 2024, to amend the Latecomer Charge Interest Rate By-law regarding annual interest rate.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend the Latecomer Charge Interest Rate
By-law No. 13152 regarding annual interest rate**

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

1. This by-law amends the indicated provision of the Latecomer Charge Interest Rate By-law No. 13152.
2. In section 2, Council strikes out “5.5%” and substitutes “8.95%”.
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

EXPLANATION**A By-law to amend the Vancouver Development Cost Levy By-law No. 9755
regarding a miscellaneous amendment**

Enactment of the attached by-law will correct an error and implement Council's resolution of November 16, 2021 regarding the addition of a CD-1 to the definition of mixed-employment (light industrial).

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

**A By-law to amend the Vancouver Development Cost Levy By-law No. 9755
regarding a miscellaneous amendment**

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

1. This by-law amends the indicated provisions of Vancouver Development Cost Levy By-law No. 9755.
2. In section 1.2, in the definition of “mixed-employment (light industrial)”, Council strikes out “and the land zoned as CD-1 (816) By-law 13352 with respect only to those uses that the CD-1 by-law permitted on January 25, 2022” and substitutes “and the land zoned as CD-1 (816) By-law 13352 with respect only to those uses that the CD-1 by-law permitted on June 7, 2022”.
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
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding a miscellaneous amendment**

Enactment of the attached by-law will correct an error and implement Council's resolution of November 16, 2021 regarding the addition of a CD-1 to the definition of mixed-employment (light industrial).

Director of Legal Services
December 10, 2024

**A By-law to amend the
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding a miscellaneous amendment**

City Clerk

EXPLANATION**A By-law to amend Parking Meter By-law No. 2952
regarding miscellaneous amendments**

The attached by-law will implement Council's resolution of November 26, 2024 to amend the Parking Meter By-law regarding miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. ____

**A By-law to amend Parking Meter By-law No. 2952
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Parking Meter By-law No. 2952.
2. Council strikes out the following definitions from section 2:

“Existing Metered Zone”, “New Metered Zone”, “Interim Maximum Daytime Charging Station Occupancy”, “Interim Maximum Evening Charging Station Occupancy”, “Interim Maximum Overnight Charging Station Occupancy”, “Interim Peak Daytime Curbside Occupancy Rate”, “Interim Peak Evening Curbside Occupancy Rate”, “Maximum Daytime Charging Station Occupancy”, “Maximum Evening Charging Station Occupancy”, “Maximum Overnight Charging Station Occupancy”, “Peak Daytime Curbside Occupancy Rate”, and “Peak Evening Curbside Occupancy Rate”.

3. Council adds the following new definitions to section 2 in correct alphabetical order:

““Curbside Occupancy Rate” is the ratio of the number of occupied spaces in a sector to the total number of spaces in a sector, expressed as a percentage that is calculated based on selected data collected by the City throughout the calendar year for specified time periods. For sectors that have seasonal fees, this calculation is done separately for each period rather than using data for the entire calendar year.” and

““Metered Sector” means any street or portion of a street in any area contained within bold black lines in any of the maps attached as Schedule A to this By-law.”.

4. Council strikes all of section 5A and section 5B and replaces them as follows:

“5A. METER RATE SECTORS:

- (1) For the purpose of metered parking fees, metered sectors are shown in Schedule A.
- (2) Within these metered sectors:
 - (a) fees are set at the same value for the whole metered sector, and
 - (b) seasonal fees can be set for different periods of the year.

5B. METER RATES:

- (1) The metered rates in effect at the time of enactment of this section shall remain in place until the meters can be altered to reflect Schedule A. After alteration, the initial metered rates for all parking spaces in a

metered sector shall be the rate shown for that sector in Schedule A. All meters shall be altered to reflect the new initial metered rates in Schedule A no later than July 1, 2025.

- (2) Every new meter installed in a metered sector pursuant to this By-law shall, when first installed, be subject to the same rate at the time of installment as the present rate imposed under this By-law for the rest of the sector, unless the closest metered sector is more than 2 full city blocks away from the new meters, in which case the new meters shall have a rate at the time of installment of \$1.50 per hour.
- (3) If the Curbside Occupancy Rate in a metered sector is more than 85% in a calendar year, then the fee the subsequent calendar year shall be increased by \$0.50 per hour no later than April 1 of that year. Curbside Occupancy Rate is calculated and meter rates are adjusted separately for the following time periods:
 - (a) Between 9 am and 6 pm, and
 - (b) Between 6 pm and 10 pm.
- (4) If the Curbside Occupancy Rate in a metered sector is less than 60% in a calendar year, then the fee the subsequent calendar year shall be decreased by \$0.50 per hour no later than April 1 of that year. Curbside Occupancy Rate is calculated and meter rates are adjusted separately for the following time periods:
 - (a) Between 9 am and 6 pm, and
 - (b) Between 6 pm and 10 pm.
- (5) If the metered sector contains electric vehicle charging stations, then a 10 pm to 9 am parking rate shall be calculated for the metered sector in accordance with subsections (3) and (4).
- (6) Sub-section 5A(4) and (5) cannot cause a meter to be subject to a fee less than \$1.50 per hour.
- (7) If the Curbside Occupancy Rate between 6 pm and 10 pm in a metered sector is 20% or less in a calendar year and the current hourly rate is \$1.50 then the fee the subsequent calendar year shall be decreased to zero no later than April 1 of that year.
- (8) The metered rates for all Level 2 Charging Stations in an existing metered sector shall be the price in the metered sector plus an additional \$0.2865 per kWh.
- (9) The metered rates for all Level 2 Charging Stations not in an existing metered sector shall be \$0.2865 per kWh.

- (10) The metered rates for all Direct Current Fast Charging Stations with a nominal power output of 25kW or higher in an existing metered sector shall be the price in the metered sector plus an additional \$0.3479 per kWh and an idle fee of \$0.40 per min after a five minute grace period following a full charge.
- (11) The metered rates for all Direct Current Fast Charging Stations with a nominal power output of 25kW or higher not in an existing metered sector shall be \$0.3479 per kWh plus an idle fee of \$0.40 per min after a five minute grace period following a full charge.”.

5. Council strikes out Schedule A and replaces it as follows:



Initial 9AM - 6PM Parking Meter Sector Rates

Legend

Sector Boundary

Public street

A 1.50 /hr

B 2.00 /hr

C 2.50 /hr

D 3.00 /hr

E 3.50 /hr

F 4.00 /hr

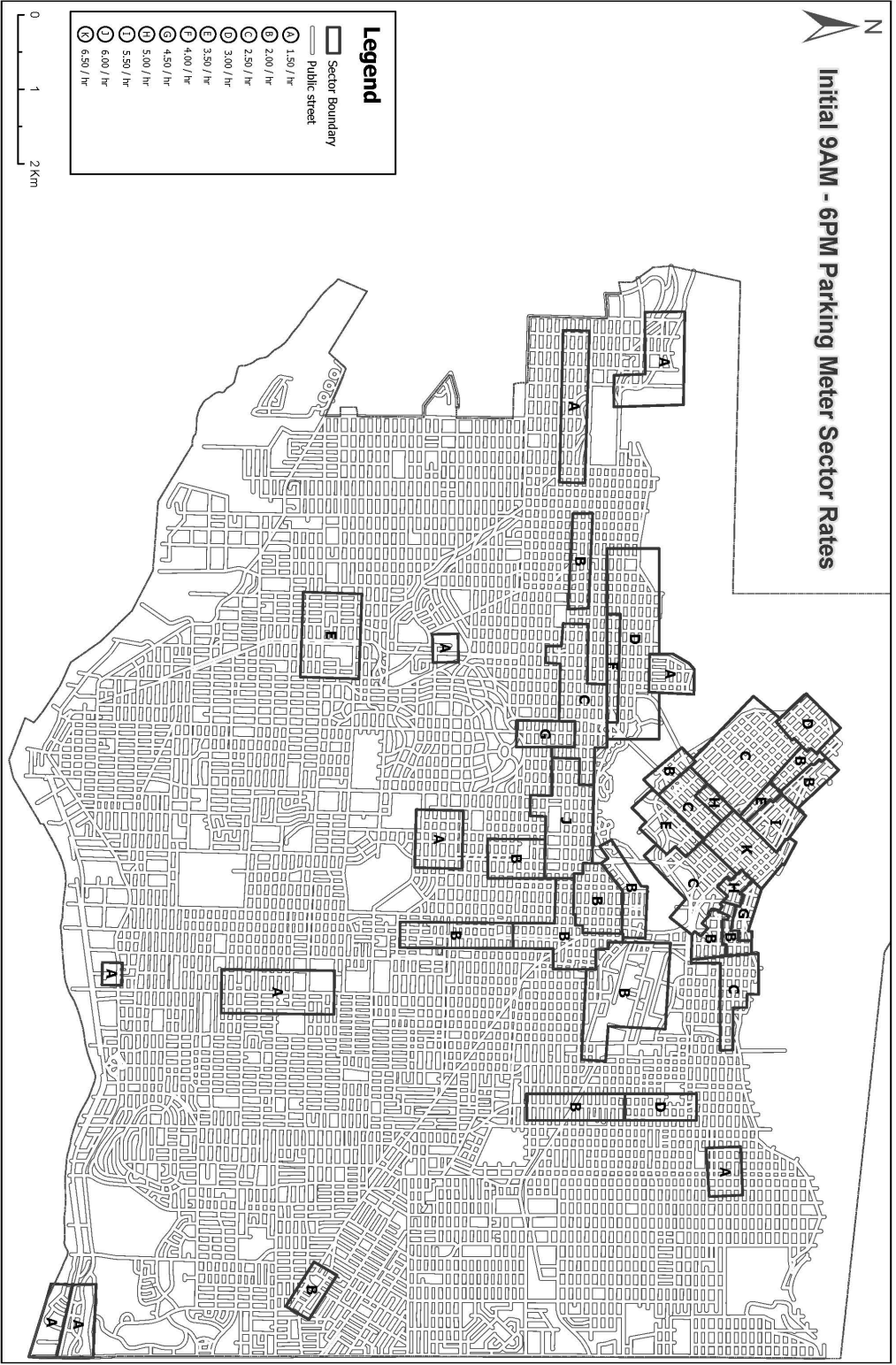
G 4.50 /hr

H 5.00 /hr

I 5.50 /hr

J 6.00 /hr

K 6.50 /hr





Downtown Vancouver Initial 9AM - 6PM Parking Meter Sector Rates

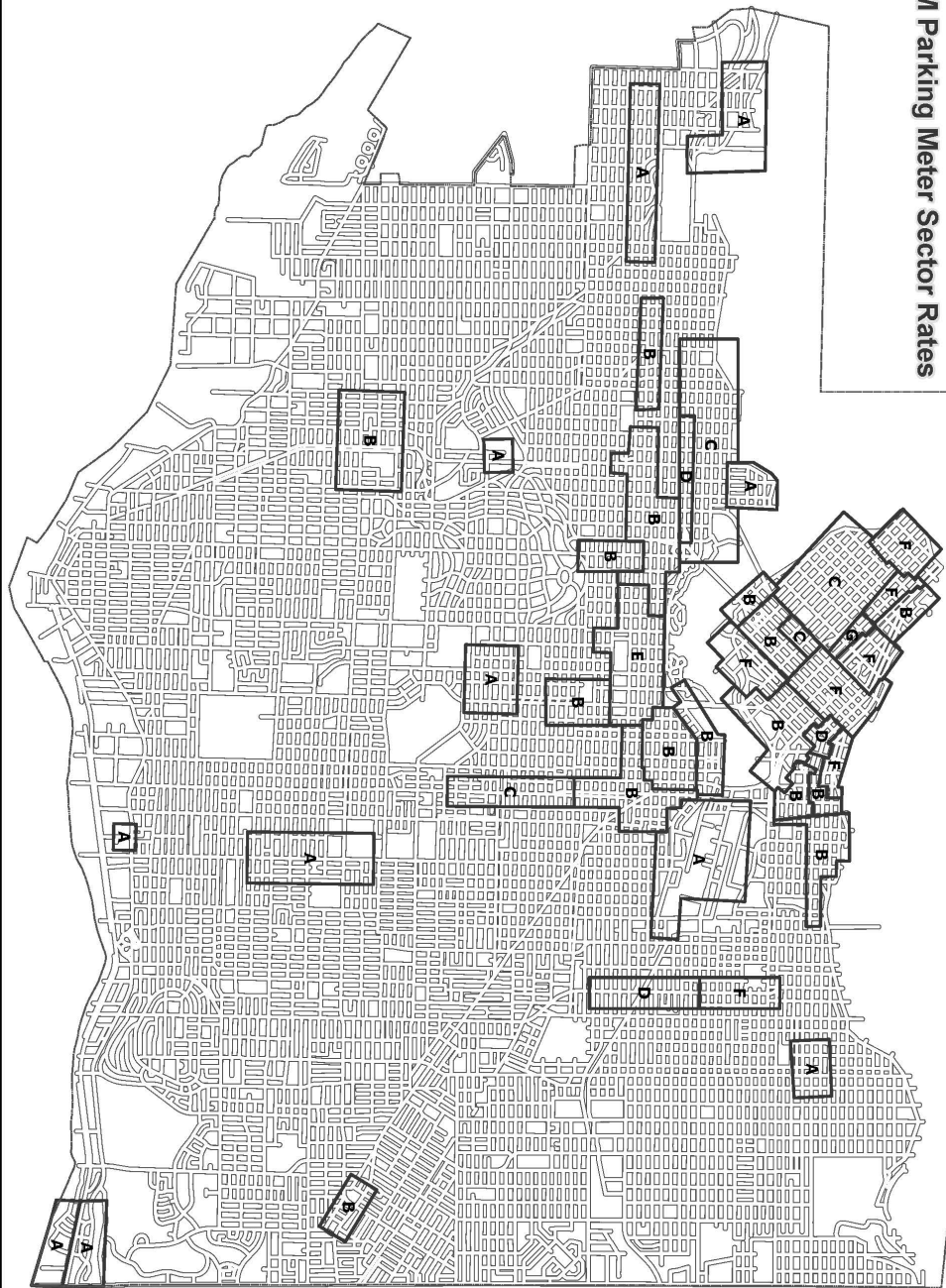




Initial 6PM - 10PM Parking Meter Sector Rates

- Legend**
- Sector Boundary
 - Public street
 - A 1.50 / hr
 - B 2.00 / hr
 - C 2.50 / hr
 - D 3.00 / hr
 - E 3.50 / hr
 - F 4.00 / hr
 - G 4.50 / hr

0 1 2 Km





Downtown Vancouver

Initial 6PM - 10PM Parking Meter Sector Rates

Legend

Public streets

Sector Boundary

A 1.50 / hr

B 2.00 / hr

C 2.50 / hr

D 3.00 / hr

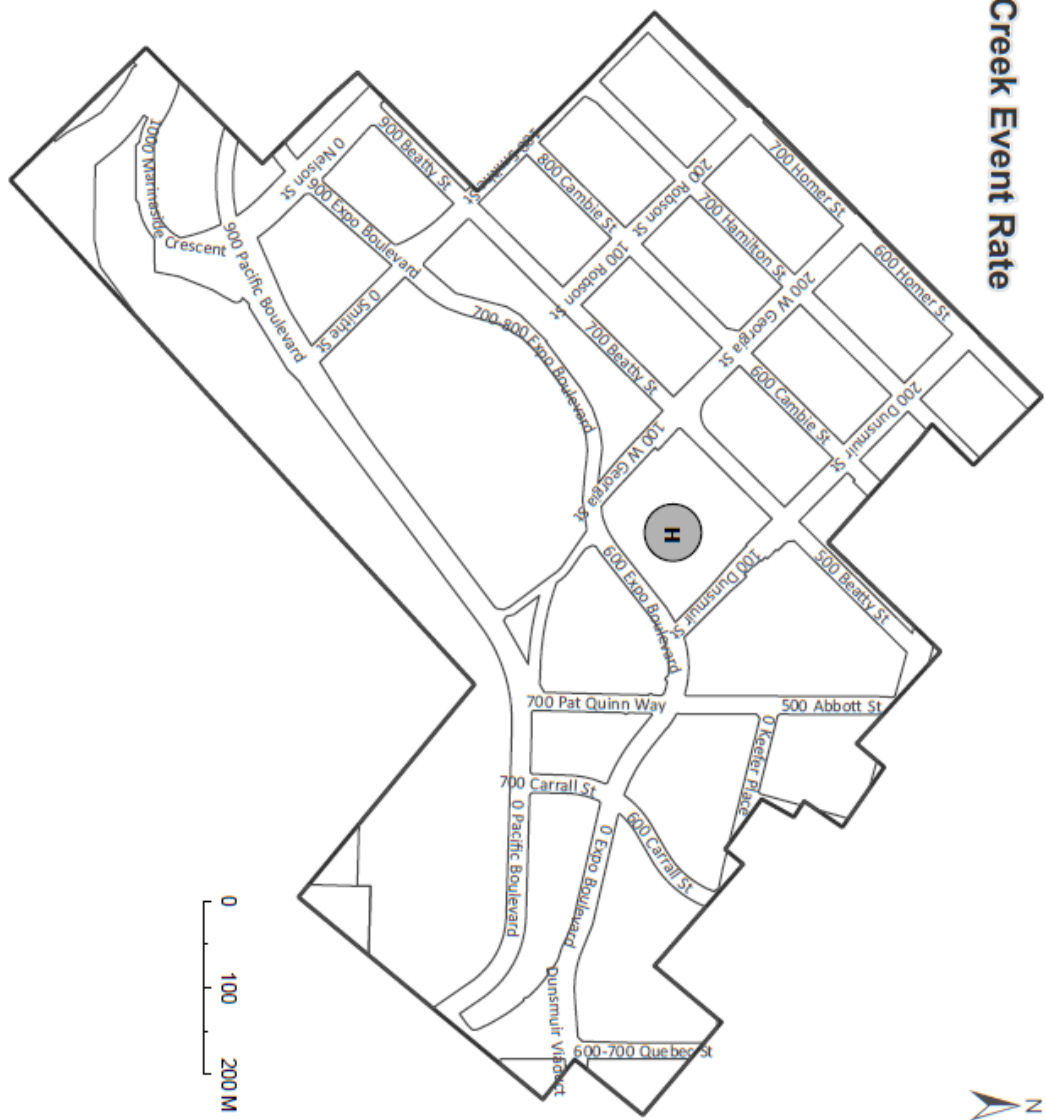
E 3.50 / hr

F 4.00 / hr

G 4.50 / hr



North East False Creek Event Rate



Legend	
	H 5.00 / hr



6. Council strikes Schedule B.
7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
8. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Street and Traffic By-law No. 2849
regarding miscellaneous amendments**

The attached by-law will implement Council's resolution of November 26, 2024 to amend the Street and Traffic By-law regarding miscellaneous amendments.

Director of Legal Services
December 10, 2024

BY-LAW NO. _____

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

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law No. 2849.
2. In section 3, Council strikes the definitions of “Emergency Vehicle”, “Existing West End Permit Holder”, “Long-Term West End Resident Permit Holder”, “Low Income Permit Holder” and “New Permit Holder” and replaces them, respectively, as follows:

“Emergency Vehicle” means any vehicle of a fire department, a police department, an ambulance service or a vehicle driven by a sheriff in the discharge of a sheriff’s duties under the Sheriff Act, and includes any other vehicle designated as such by the Chief Constable.”,

“Existing West End Permit Holder” means a residential parking permit holder in the Denman West, West End Plateau or Davie-Beach areas who held a residential parking permit valid in any of those areas before August 31, 2017, and has not allowed it to lapse for more than 90 consecutive days since that date.”,

“Long-Term West End Resident Permit Holder” means a residential parking permit holder who has continuously lived in the Denman West, West End Plateau or Davie-Beach areas since August 31, 2017, has not allowed the permit to lapse for more than 90 consecutive days since it was obtained, and has not been an existing West End permit holder.”,

“Low Income Permit Holder” means a residential parking permit holder in the Denman West, West End Plateau or Davie-Beach areas who is qualified to enrol in the Vancouver Park Board’s Leisure Access Program, or a substantially similar program.”, and

“New Permit Holder” means a residential parking permit holder in the Denman West, West End Plateau or Davie-Beach areas who was not a permit holder on August 31, 2017 and obtains a permit after that date.”.

3. Council strikes all of sections 20.1 and 20.2 and replaces them with the following:

“20.1 An owner, registered owner, lessee or operator of a vehicle which:

- (i) has a height that exceeds 2.2 metres, or
- (ii) has an overall length that exceeds 6.4 metres, or
- (iii) that is designed primarily for the conveyance of passengers and has a seating capacity of more than 9 people

must not cause, allow or permit that vehicle to park on a street:

- (a) abutting premises used for business purposes for longer than 3 hours unless the owner, registered owner, lessee or operator of the vehicle

owns or leases the premises or is the employee of the owner or lessee of the premises, or

- (b) between the hours of 10:00 p.m. and 6:00 a.m. of the following day.

20.2 An owner, registered owner, lessee or operator of a vehicle which:

- (i) has a height that exceeds 2.2 metres, or
- (ii) has an overall length that exceeds 6.4 metres, or
- (iii) that is designed primarily for the conveyance of passengers and has a seating capacity of more than 9 people, or
- (iv) has a licensed gross vehicle weight exceeding 5 500 kg

must not cause, allow or permit that vehicle to park on a street abutting property used for a public park, school, church or residential purpose for longer than 3 hours between the hours of 6:00 a.m. and 10:00 p.m., unless the vehicle is needed for a service call or the property is a construction site.”.

4. Council strikes section 23.4 and replaces it as follows:

“23.4 The annual fee for a permit authorizing parking under section 23.1(a)(i) or (ii) is:

- (a) for parking of each vehicle belonging to an existing West End permit holder or to a long-term West End resident permit holder on streets located in the Denman West, West End Plateau or Davie-Beach areas, as defined in Schedule D to this By-law, up to a maximum of the number of vehicles for which permits were obtained at the time the permit holder became an existing West End permit holder or a long-term West End resident permit holder
.....\$125.74;
- (b) for parking of each vehicle belonging to a new permit holder on streets located in the Denman West, West End Plateau or Davie-Beach areas, as defined in Schedule D to this By-law
.....\$427.94;
- (c) for parking of each vehicle belonging to a resident on streets located in the Robson North area, as defined in Schedule D to this By-law
.....\$125.74;
- (d) for parking of each vehicle belonging to a resident on streets located in the area of the city bounded on the north by 6th Avenue, on the east by Cambie Street, on the south by 19th Avenue from Cambie Street to Oak Street, and by Douglas Crescent, Wolfe Avenue and Marpole Avenue from Oak Street to Granville Street, and on the west by Granville Street, except for the 500 and 600 blocks of West 18th Avenue and West 19th Avenue
.....\$92.81;
- (e) for parking of each vehicle belonging to a resident on streets located in all other areas of the city
.....\$62.86; and

5. In section 23.5 Council strikes “for 5 years” and replaces it with “until December 31, 2030”.
6. In subsection 23.6 (d) Council strikes “for five years” and replaces it with “until December 31, 2030” and strikes “December 31, 2024” and replaces it with “December 31, 2030”.
7. In Schedule D, Council strikes “Nelson Plateau-Slopes”, “South of Davie Beach” and “West of Denman” and replaces them with “West End Plateau”, “Davie-Beach”, and “Denman West” respectively.
8. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
9. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION

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

Following the Public Hearings on April 14, 19 and 21, 2022, Council gave conditional approval to the rezoning of the site at 5-15 West 2nd Avenue and 1751 Ontario 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
December 10, 2024

5-15 West 2nd Avenue and
1751 Ontario 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 (883).

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 purposes 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 that meet the requirements of approved Council policies and guidelines for Below-Market Rental Housing, 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 CD-1 (883) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;

- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) 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 25% of the market rental dwelling units, and at least 25% of the below-market rental dwelling units must:

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

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

5.4 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) Display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

5.5 The Director of Planning may vary the use conditions of section 5.4 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.

Floor Area and Density

6.1 Computation of floor area must assume that the site area is 1,124 m², 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 floor space ratio for all uses combined must not exceed 7.91.
- 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, except that:
 - (i) the total floor area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof decks, 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, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
 - (d) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.
- 6.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses.
- 6.6 Where floor area associated with residential storage space is excluded, a minimum of 20% of excluded floor above base surface must be located within the below-market rental housing units as storage area.

Building Height

7. Building height, measured from base surface, must not exceed the maximum permitted height of 58.6 m, except that no part of the development is permitted to protrude into the Council-approved public views, as set out in the City of Vancouver View Protection Guidelines.

Horizontal Angle of Daylight

- 8.1 Each habitable room must have at least one window on an exterior wall of a building.
- 8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in section 8.2 means:

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

8.6 A habitable room referred to in section 8.1 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

9. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustical 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 level is 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

Severability

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

Force and effect

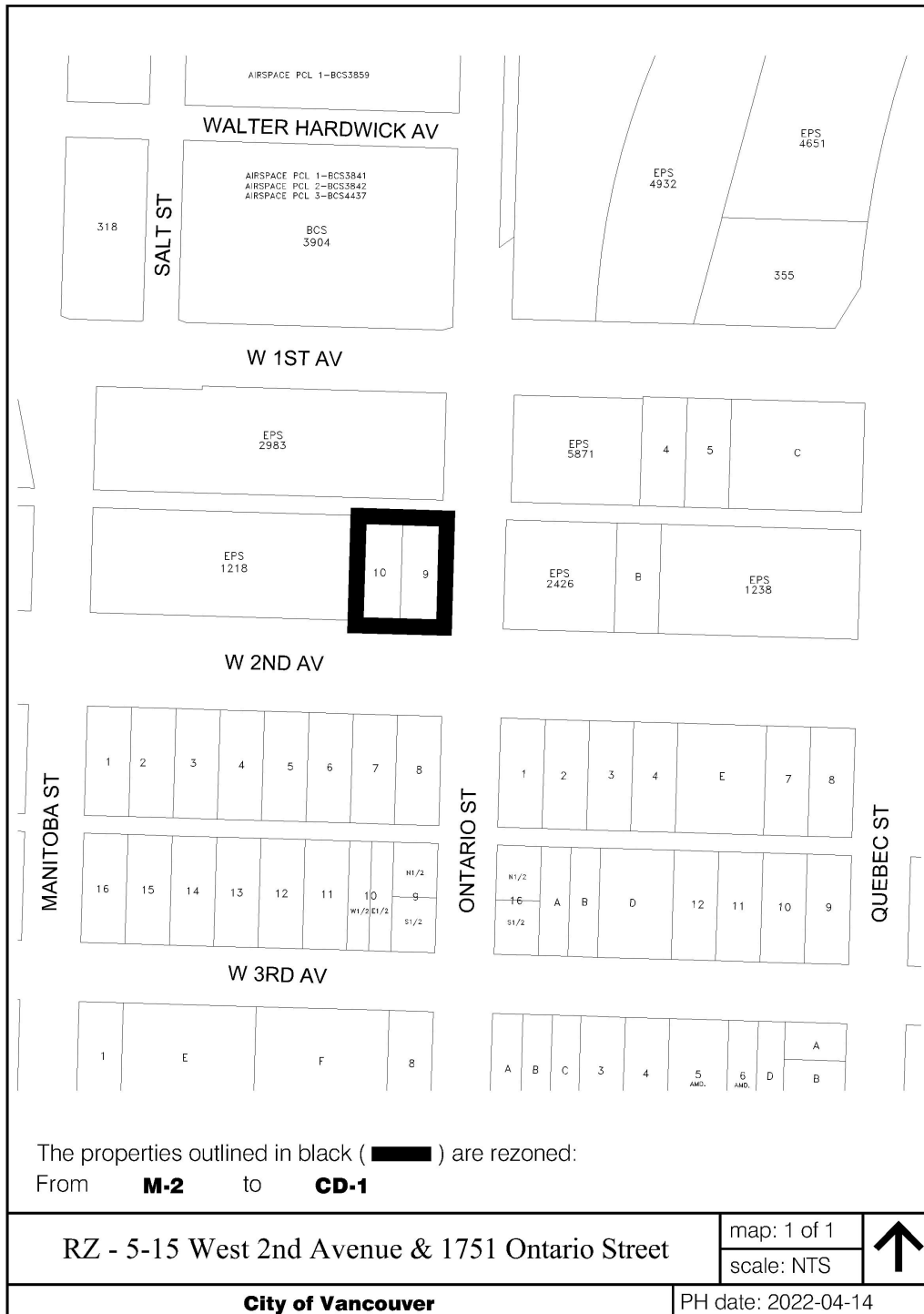
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



EXPLANATION

**A By-law to amend
Southeast False Creek Official Development Plan By-law No. 9073
regarding maximum permitted floor area**

Following the Public Hearings on April 14, 19 and 21, 2022, Council gave conditional approval to the rezoning of the site at 5-15 West 2nd Avenue and 1751 Ontario Street. Enactment of the attached by-law will accomplish Council's resolution to amend the Southeast False Creek Official Development Plan By-law regarding maximum permitted floor area as part of a number of consequential amendments to the rezoning of this site.

Director of Legal Services
December 10, 2024

5-15 West 2nd Avenue and
1751 Ontario Street

BY-LAW NO. _____

**A By-law to amend
Southeast False Creek Official Development Plan By-law No. 9073
regarding maximum permitted floor area**

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

1. This By-law amends the indicated provisions of Schedule A of the Southeast False Creek Official Development Plan By-law No. 9073.
2. In Table 1 of Section 4.2, Council:
 - (a) in the line for Area 2B:
 - (i) strikes out “6,922 m²” under “Maximum permitted floor area for non-residential uses other than cultural, recreational and institutional” and substitutes “7,376 m²”, and
 - (ii) strikes out “150,834 m²” under “Maximum permitted floor area for all uses” and substitutes “151,288 m²”.
 - (b) in the line for “Total maximum permitted floor area for all uses”:
 - (i) strikes out “35,306 m²” under “Maximum permitted floor area for non-residential uses other than cultural, recreational and institutional” and substitutes “35,760 m²”, and
 - (ii) strikes out “673,944 m²” under “Maximum permitted floor area for all uses” and substitutes “674,398 m²”.
3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This by-law is to come into force and take effect on 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 from R1-1 to RR-2B**

Following the Public Hearing on November 16, 2023, Council gave conditional approval to the rezoning of the site at 3529-3589 Arbutus Street and 2106 West 19th Avenue. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-1 in the original draft of this by-law have been updated to R1-1. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
December 10, 2024

3529-3589 Arbutus Street & 2106 West 19th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

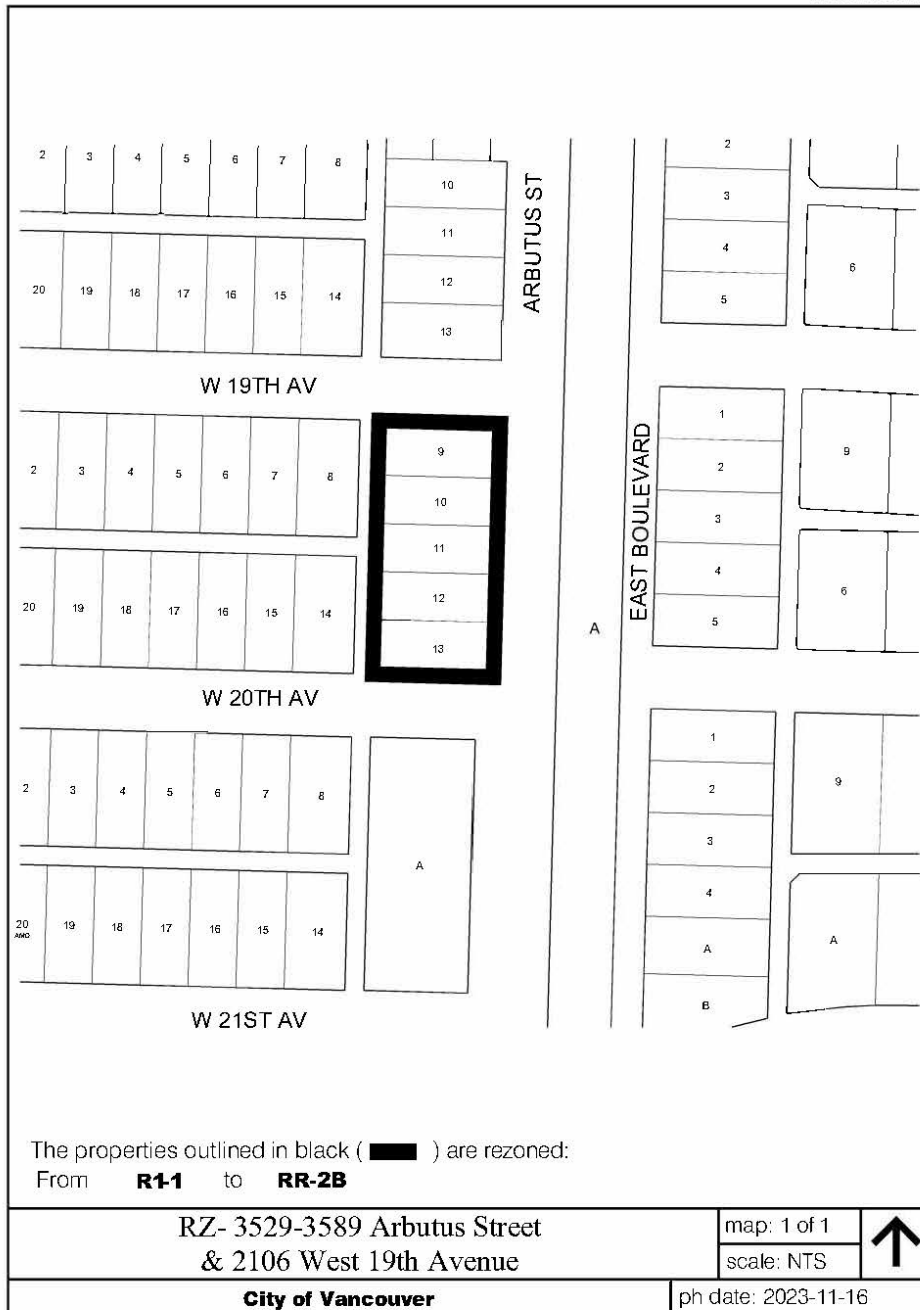
1. This by-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions,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

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



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

Following the Public Hearings on July 5, 21 and 26, 2022, Council gave conditional approval to the rezoning of the site at 906-982 West 18th Avenue and 907-969 West 19th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
December 10, 2024

906-982 West 18th Avenue and
907-969 West 19th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

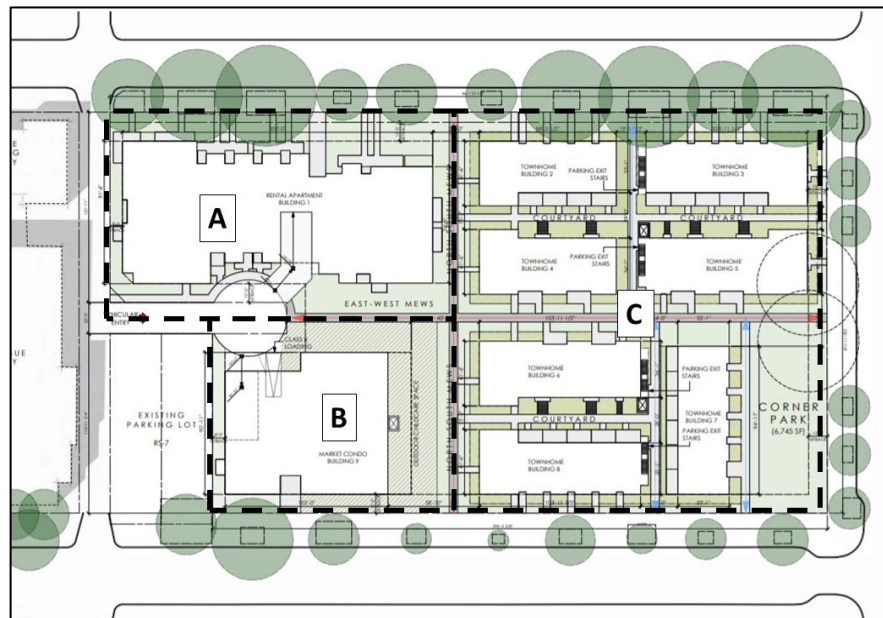
Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (884).

Sub-areas

3. The site is to consist of three sub-areas generally as illustrated in Figure 1, solely for the purposes of establishing the maximum permitted building height and maximum permitted floor area for each sub-area.

Figure 1: Sub-areas



Definitions

4. 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 6.3 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 7.5 of this By-law; and
- (b) "Below-Market Rental Housing Units" means dwelling units that meet the rental rates and operating requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

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 (884) 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;
- (b) Institutional Uses, limited to Child Day Care Facility; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

6.1 The design and layout of at least 35% of the secured market rental dwelling units and at least 35% of the below-market rental housing units must:

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

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

- (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.

6.3 A minimum of 22% of the total rental dwelling unit area must be below-market rental housing units.

Floor Area and Density

7.1 Computation of floor area must assume that the site area is 10,202.4 m², being the site area at the time of the application for rezoning evidenced by this By-law, prior to any dedications.

7.2 The floor space ratio for all uses combined must not exceed 1.81.

7.3 Despite section 7.2 of this By-law, floor areas in each sub-area must not exceed the maximum permitted floor area for that sub-area, as set out in Table 1.

Table 1: Maximum Permitted Floor Area

Sub-area of Figure 1	Maximum Permitted Floor Area (m²)
A	6,665.5
B	4,056.9
C	7,752.8

7.4 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.

7.5 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, except that:
 - (i) the total area of these exclusions 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 roof decks, 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, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that 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 verandahs if the Director of Planning first approves the design;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit;
- (f) all storage area below base surface for non-dwelling uses; and
- (g) covered outdoor space associated with the child day care facility

7.6 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, common amenity areas, to a maximum of 10% of the total floor area being provided.

7.7 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, Child Day Care Facility floor area contained in an airspace parcel transferred to the City for public use and benefit, to a maximum of 460 m² indoor area and 90 m² covered outdoor area.

Building Height

8.1 Buildings in each sub-area must not exceed the maximum permitted height for that sub-area, measured from base surface, as set out in Table 2.

8.2 Despite section 8.1 of this By-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space and mechanical appurtenances in a sub-area, the height of the portion of the building with the common rooftop amenity space, mechanical room, mechanical appurtenances and access, elevator overrun and architectural appurtenances must not exceed the maximum permitted height for that sub-area, as set out in Table 2.

Table 2: Maximum Permitted Building Height

Sub-area of Figure 1	Maximum Building Height	Maximum Permitted Building Height (including common rooftop amenity spaces, mechanical room, mechanical appurtenances and access, elevator overrun and architectural appurtenances)
A	18.8 m	23.4 m
B	21.0 m	25.6 m
C	14.6 m	14.6 m

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 vary the horizontal angle of daylight requirement if:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

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 under the zoning on any adjoining site.

9.6 A habitable room referred to in section 9.1 is a room in a dwelling unit and 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 acoustical 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 level is 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

Severability

11. 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

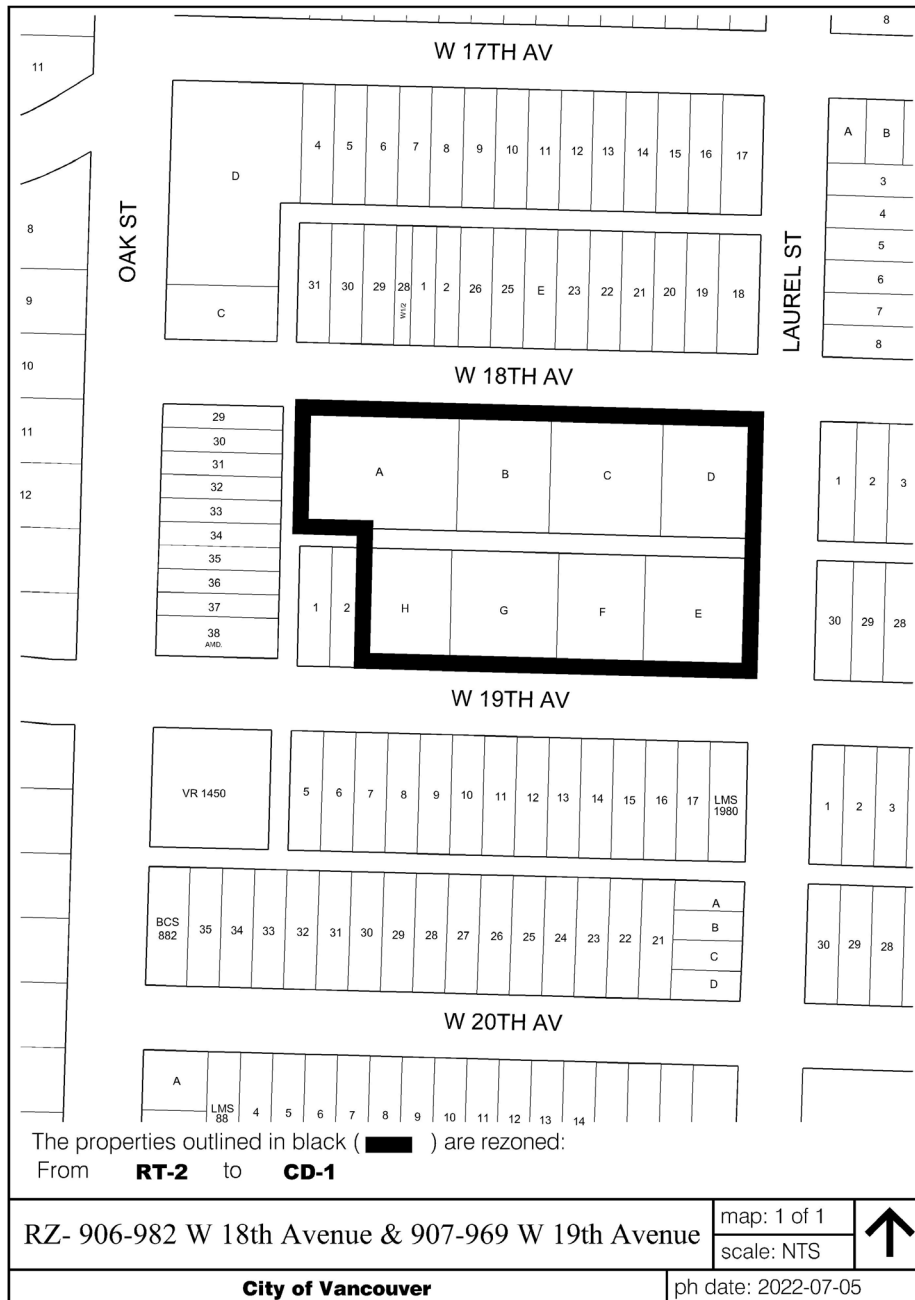
12. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on June 14, 2022, Council gave conditional approval to the rezoning of the site at 1515 West 49th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
December 10, 2024

1515 West 49th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (885).

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 CD-1 (885) 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

4. The design and layout of at least 35% of the total number of dwelling units must:
- (a) be suitable for family housing; and
 - (b) include two or more bedrooms.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 744 m², being the site area at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 1.51.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, 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, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses.

Building Height

6. Building height, measured from base surface, must not exceed 13.5 m.

Horizontal Angle of Daylight

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

7.2 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.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

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

7.6 A habitable room referred to in section 7.1 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

8. A Development Permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustical 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 level is 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

Severability

9. 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

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2010 Harrison Drive**

After public hearing on July 7, 2022, Council approved in principle the land owner's application to amend the CD-1 By-law for the land, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2010 Harrison Drive**

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:

007-701-004

LOT A BLOCKS 23 AND 29A FRASERVIEW
PLAN 14913

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

James D. Leith
Guild Yule LLP
2100 - 1075 West Georgia Street
Vancouver BC V6E 3C9
604-688-1221

2. Description of Land

PID/Plan Number Legal Description

007-701-004 LOT A BLOCKS 23 AND 29A FRASERVIE PLAN 14913

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Entire Instrument

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

GERMAN-CANADIAN BENEVOLENT SOCIETY OF BRITISH COLUMBIA, NO.S0007115



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  James D. Leith Barrister & Solicitor Guld Yule LLP 2100 - 1075 W. Georgia St. Vancouver, BC V6E 3C9 604-844-5504	Execution Date YYYY-MM-DD 2023-12-06	Transferor / Transferee / Party Signature(s) German-Canadian Benevolent Society of British Columbia By their Authorized Signatory  Name, title: RICHARD WITTSTOCK DIRECTOR
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Officer Certification
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Witnessing Officer Signature _____	Execution Date YYYY-MM-DD _____	Transferor / Transferee / Party Signature(s) City of Vancouver By their Authorized Signatory _____ Name, title: _____ _____ Name, title: _____
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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.

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 168.4(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

2010 HARRISON DRIVE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, German-Canadian Benevolent Society of British Columbia, is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to amend the text of CD-1 (Comprehensive Development) District (313) By-law No. 7196 zoning of the Land (the "Rezoning Application") to increase the maximum floor space ratio (FSR) from 0.85 to 2.02 and the maximum building heights from 12.0 m (39 ft.) to 23.4 m (77 ft.) and 18.1 m (59 ft.) to permit the development of a six-storey seniors care facility and a six-storey secured-market rental building, of which 20% of the residential floor area will be secured as below-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 condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the *Vancouver DCL Bylaw*, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "Housing Condition"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
 - (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
 - (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
 - (d) "City Manager" means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;

- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "CMHC Rental Market Survey" means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (g) "Development Permit" means any development permit issued by the City authorizing the development 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" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (j) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (k) "Eligible Person" means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
 - (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) be:
 - I. a Canadian citizen;
 - II. an individual lawfully admitted into Canada for permanent residency;
 - III. a refugee sponsored by the Government of Canada; or

IV. an individual who has applied for refugee status,
and who, at the start of the tenancy, has resided in British
Columbia for the past twelve (12) consecutive months,

or a person who is otherwise deemed to be an Eligible Person by the
General Manager of Planning, Urban Design and Sustainability, in
their sole discretion;

- (l) "Floor Space Ratio" means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (m) "For-Profit Affordable Rental Housing" means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein);
- (n) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (o) "General Manager of Planning, Urban Design and Sustainability" means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
- (p) "Income" of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;
 - (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;
 - (viii) child support, maintenance payments or support from family/friends/community;
 - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly income is greater than the imputed income from the Asset; and
 - (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada; and

(F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
 - (xii) student loans, equalization payments, student grants and scholarships;
 - (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
 - (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
 - (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
 - (xvi) Universal Child Care Benefits;
 - (xvii) BC Childcare Subsidy;
 - (xviii) income from foster parenting;
 - (xix) Child in Home of Relative and Extended Family Program;
 - (xx) income from approved live-in care givers; and
 - (xxi) GST and Income Tax rebates;
- (q) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (r) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (s) "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;
- (t) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program Rezoning Policy;
- (u) "**Moderate Income Rental Housing Pilot Program Rezoning Policy**" means the pilot program policy adopted by City Council on November 28, 2017, as amended from time to time thereafter and as may be further amended from time to time hereafter, which policy provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is made available to moderate income households;
- (v) "**Moderate Income Rental Housing Rent Roll**" means a rent roll report providing information regarding each of the Moderate Income Rental Housing Units, including the unit number, unit type, unit size and rent;
- (w) "**Moderate Income Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the

form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;

- (x) **"Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Moderate Income Rental Housing Unit"** means any one of such units;
- (y) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit, and excluding for certainty the new building containing the seniors care facility as contemplated by the Rezoning By-law;
- (z) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (aa) **"Occupants"** means persons for whom a Rental Housing Unit serves as their Principal Residence and an **"Occupant"** means any one of them, as the context requires;
- (bb) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, German-Canadian Benevolent Society of British Columbia, and its successors and assigns;
- (cc) **"Owner's Personnel"** means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (dd) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ee) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (ff) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (gg) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (hh) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (ii) **"Replacement Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Moderate Income Rental Housing Unit"** means one such unit;
- (jj) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (kk) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (ll) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (mm) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (nn) **"Seniors Supportive or Assisted Housing"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (oo) **"Statement of Moderate Income Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;
- (pp) **"Tenancy Agreement"** means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Moderate Income Rental Housing Unit;
- (qq) **"Tenant"** means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (rr) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ss) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (tt) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (uu) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the "Moderate Income Rental Housing Units"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner will promptly

take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Moderate Income Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Moderate Income Rental Housing Units are pursuant to this Agreement;

- (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Moderate Income Rental Housing Units;
 will have two or more bedrooms;
- (e) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Moderate Income Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
 - (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;
 - (C) a term that is not less than one month;
 - (D) clauses providing that:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;

- II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not assign or sublet the Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:
 - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
 - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and
 - VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;
- (E) a clause:
- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
 - II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;

- (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
- (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and
 - (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.8;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Moderate Income Rental Housing Units:
 - (i) the initial rental rate for each tenancy of a Moderate Income Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:
 - (A) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
 - (B) for all subsequent tenancies, most recently published at the time when the respective tenancy of a Moderate Income Rental Housing Unit commences;
 - (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Moderate Income Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Moderate Income Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;
 - (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Moderate Income Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Moderate Income Housing Rental Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Moderate Income Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Moderate Income Rental Housing Unit will be set in accordance with Section 2.1(o)(i)(B); and
 - (iv) following the issuance of the Occupancy Permit, during a tenancy of a Moderate Income Rental Housing Unit, the Owner shall not increase the rent for the Moderate Income Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Moderate Income Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(i). For clarity, the Owner shall not increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital

expenses incurred with respect to the Building or a Moderate Income Rental Housing Unit.

**ARTICLE 3
DEVELOPMENT RESTRICTION ON THE LANDS**

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

- (a) the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit for the New Building, and will take no action, directly or indirectly, to compel the issuance of any Development Permit for the New Building, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit for the New Building, and the unit type mix and size, unit type and mix shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement; and
 - (ii) the City will be under no obligation to issue any Development Permit for 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 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
BUILDING RESTRICTION ON THE LANDS**

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

- (a) the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit for the New Building, and will take no action, directly or indirectly, to compel the issuance of any Building Permit for the New Building, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit for the New Building, and the unit type mix and size, unit type and mix shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit for the New Building; and
 - (ii) the City will be under no obligation to issue any Building Permit for the New Building until such time as the Owner has complied with Section 4.1(a)(i); and

- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit for the New Building until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
OCCUPANCY RESTRICTION ON THE LANDS**

- 5.1 The Owner covenants and agrees with the City in respect of the use of the New Building, that:
- (a) the New Building will not be used or occupied except as follows:
 - (i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Moderate Income Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit for the New Building and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit for the New Building; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit for the New Building, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 5.

**ARTICLE 6
RECORD KEEPING**

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

- (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 7 ENFORCEMENT

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

ARTICLE 8 RELEASE AND INDEMNITY

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
- (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
 - C. withholding any permit pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;
- whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
- (i) this Agreement;
 - (ii) the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

8.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 9 NOTICES

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

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

German-Canadian Benevolent Society of British Columbia
2010 Harrison Drive
Vancouver, British Columbia
V5P 2P6

Attention: Chief Executive Officer

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.8, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and
 - (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.
- 10.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 10.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.8 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 10.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 10.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
 - (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 10.10 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 10.11 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

SCHEDULE A
MODERATE INCOME RENTAL HOUSING REPORT

[illegible]

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 625 Pacific Street, 777 Pacific Street and 1390 Granville Street (Sub-Area B)**

After the public hearing on July 12, 2022, Council approved in principle the land owner's application to rezone the above noted property from DD (Downtown District) to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 625 Pacific Street, 777 Pacific Street and 1390 Granville Street (Sub-Area B)**

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:

030-520-592 Lot 1 Block 112 District Lot 541 Group 1 New
Westminster District Plan EPP76941

030-524-989 Lot 2 Block 113 District Lot 541 Group 1 New
Westminster District Plan EPP76945

009-529-888 Lot C Block 113 District Lot 541 Plan 10040

which lands will be subject to a consolidation and subdivision yielding four parcels including the parcel with a legal description of Lot B Block 112 District Lot 541 Group 1 New Westminster District Plan EPP131478 in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this day of , 2024

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

Ginny Tsai
453 West 12th Avenue
Vancouver BC V5Y 1V4

LS-22-01680 (Secured Market Rental Housing Agreement)

2. Description of Land

PID/Plan Number	Legal Description
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EPP131478	LOT B BLOCK 112 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP131478
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3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Entire Instrument

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)

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

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


GINNY TSAI
453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER & SOLICITOR

YYYY-MM-DD
2024-11-27

CITY OF VANCOUVER
AS TRANSFEROR
By their Authorized Signatory


JEFFREY M. GREENBERG

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
AS TRANSFEE
By their Authorized Signatory

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

625 PACIFIC STREET, 777 PACIFIC STREET AND 1390 GRANVILLE STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, CITY OF VANCOUVER, 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 and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Parent Lands from DD (Downtown District) to CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of four sites with six buildings combined, with an overall increase in the permitted floor area from 53,858 sq. m (579,550 sq. ft.) to 86,403 m² (930,034 sf), with heights up to 121 m (395.3 ft.) for strata-titled, secured-market rental and social housing units, retail uses, and a childcare centre 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"):
- "2.15 Make arrangements to the satisfaction of the Director of Legal Services and the General Manager of Planning, Urban Design and Sustainability to enter into a Housing Agreement applicable to the secured rental housing air space parcel on sub-area B for 60 years or life of the building, whichever is greater, which will contain the following terms and conditions:
- (a) A no separate sales covenant.
 - (b) A no stratification covenant.
 - (c) A provision that none of such units will be rented for less than one month at a time.
 - (d) Such other terms and conditions as the Director of Legal Services and the General Manager of Planning, Urban Design and Sustainability may in their sole discretion require.
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by-law enacted pursuant to section 565.2 of the *Vancouver Charter*.", 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 City of Vancouver, and its successors and permitted assigns;
- (r) “**Parent Lands**” means those lands and premises with a civic address of 625 Pacific Street, 777 Pacific Street and 1390 Granville Street and formerly legally described as follows:
 - (i) PID: 009-529-888, Lot C Block 113 District Lot 541 Plan 10040;
 - (ii) PID: 030-524-989, Lot 2 Block 113 District Lot 541 Group 1 New Westminster District Plan EPP76945; and
 - (iii) PID: 030-520-592, Lot 1 Block 112 District Lot 541 Group 1 New Westminster District Plan EPP76941;
- (s) “**Related Person**” means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and

- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **"Rental Housing Units"** means new residential units of Rental Housing comprised of no less than 11,754 square metres (126,524 square feet) of floor area to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **"Rental Housing Unit"** means any one of them;
- (v) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Rental Housing Units"** means all of such units;
- (w) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (y) **"Rezoning By-law"** has the meaning ascribed to it in Recital C;
- (z) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (aa) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (bb) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

- (c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or 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 Rental Housing Units comprised of no less than 11,754 square metres (126,524 square feet) of floor area, 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 Rental Housing Units comprised of no less than 11,754 square metres (126,524 square feet) of floor area, 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. Notwithstanding any of the foregoing insurance requirements, in lieu of the above-described insurance

requirements and policies, the City acknowledges and agrees that the Owner, so long as the Owner remains the City of Vancouver, may self-insure part or all of the risks described herein, subject always to equivalent terms and conditions as though such policies were obtained from licensed commercial insurers.

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:

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

Attention: General Manager of Real Estate and Facilities Management

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

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

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

**ARTICLE 7
MISCELLANEOUS**

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

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

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

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

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

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

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

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

7.7 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form

and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. 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 General Instrument - Part 1 which is a part hereof.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 625 Pacific Street, 777 Pacific Street and 1390 Granville Street (Sub-Area C)**

After the public hearing on July 12, 2022, Council approved in principle the land owner's application to rezone the above noted property from DD (Downtown District) to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 625 Pacific Street, 777 Pacific Street and 1390 Granville Street (Sub-Area C)**

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:

030-520-592 Lot 1 Block 112 District Lot 541 Group 1 New
Westminster District Plan EPP76941

030-524-989 Lot 2 Block 113 District Lot 541 Group 1 New
Westminster District Plan EPP76945

009-529-888 Lot C Block 113 District Lot 541 Plan 10040

which lands will be subject to a consolidation and subdivision yielding four parcels including the parcel with a legal description of Lot C Block 113 District Lot 541 Group 1 New Westminster District Plan EPP131478 in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this day of , 2024

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

Ginny Tsai
453 West 12th Avenue
Vancouver BC V5Y 1V4

LS-22-01680 (Social Housing Agreement)

2. Description of Land

PID/Plan Number	Legal Description
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EPP131478	LOT C BLOCK 113 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP131478
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3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Entire Instrument

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)

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

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature



GINNY TSAI
453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER & SOLICITOR

Execution Date

YYYY-MM-DD
2024-11-27

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
AS TRANSFEROR
By their Authorized Signatory


JEFFREY M. GREENBERG

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
AS TRANSFEE
By their Authorized Signatory

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
(Social Housing)

625 PACIFIC STREET, 777 PACIFIC STREET AND 1390 GRANVILLE STREET

WHEREAS:

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

- (i) the Transferor, CITY OF VANCOUVER, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity 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 Parent Lands (the "Rezoning") from DD (Downtown District) to CD-1 (Comprehensive Development) District, to permit the development of four sites with six buildings combined, with an overall increase in the permitted floor area from 53,858 sq. m (579,550 sq. ft.) to 86,403 m² (930,034 sf), with heights up to 121 m (395.3 ft.) for strata-titled, secured-market rental and social housing units, retail uses, and a childcare centre, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"2.16 *Make arrangements to the satisfaction of the Director of Legal Services and the General Manager of Planning, Urban Design and Sustainability to enter into a Housing Agreement applicable to the social housing in sub-area C for 60 years or life of the building, whichever is greater, which will contain the following terms and conditions:*

- (a) *A no separate-sales covenant.*
- (b) *A no stratification covenant.*
- (c) *A provision that none of such units will be rented for less than one month at a time.*
- (d) *A requirement that all units comply with the definition of "social housing" in the applicable DCL By-law;*
- (e) *Such other terms and conditions as the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability, and the Manager of Arts, Culture and Community Services may in their sole discretion require.*

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

(the "Social Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Social Housing Condition.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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) "BC Housing" means British Columbia Housing Management Commission or its successors in function;
- (c) "City" and "City of Vancouver" are defined in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "CMHC" means Canada Mortgage and Housing Corporation or its successors in function;
- (g) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (h) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (i) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (j) "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;

- (k) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and their respective nominees;
- (m) **"Housing Income Limit" or "HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by BC Housing or its successors in function, which is derived from CMHC's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (n) **"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;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"New Building"** means 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;
- (r) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (s) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (t) **"Owner's Personnel"** means any and all of the contractors, subcontractors, employees, agents, licensees, invitees and permittees of the Owner;
- (u) **"Parent Lands"** means those lands and premises with a civic address of 625 Pacific Street, 777 Pacific Street and 1390 Granville Street and formerly legally described as follows:
 - (i) PID: 009-529-888, Lot C Block 113 District Lot 541 Plan 10040;

- (ii) PID: 030-524-989, Lot 2 Block 113 District Lot 541 Group 1 New Westminster District Plan EPP76945; and
- (iii) PID: 030-520-592, Lot 1 Block 112 District Lot 541 Group 1 New Westminster District Plan EPP76941;
- (v) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social 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) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the BC Housing, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (aa) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (bb) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (cc) **"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 New Building is demolished or substantially destroyed; or

- (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (dd) "**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 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 New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "**Social Housing Units**"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements 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, 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 New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "**Replacement Social Housing Unit**") and will be subject, for the remaining duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement. Notwithstanding the foregoing, the City and the Owner agree that if at the time of such damage, destruction or demolition, BC Housing, CMHC or an Approved Lender (as that term is defined in the *National Housing Act* (Canada)) as successor holds a mortgage charging the Lands and/or the New Building, then any insurance proceeds received may, at the option of such mortgagee, be applied to repair the New Building or rebuild a replacement building or buildings on the Lands, be paid to the mortgagor or be applied or paid partly in one way or partly in another way, or be applied, in the sole discretion of the mortgagee, in whole or in part towards all indebtedness under such mortgage, whether due or not then due;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) the Social Housing Units will be:
 - A. occupied only by households with incomes at or below the HIL applicable as of the date the tenancy commences, provided that the household income may increase over the course of the tenancy so long as it does not exceed the then-current HIL; and
 - B. each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
- (e) throughout the Term, the Social Housing Units will only be used for the purpose

of providing Rental Housing;

- (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 Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; or
 - (ii) the sale or transfer is to Provincial Rental Housing Corporation pursuant to the exercise of a registered option to purchase, to a non-profit entity to whom Provincial Rental Housing Corporation subsequently transfers title to or to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands 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) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (j) throughout the Term, the Social Housing Units will only be legally and beneficially owned by a non-profit corporation or by or on behalf of the City, the Province of British Columbia or Canada as a single legal entity, which shall include, without limitation, those entities referred to in Section 2.1(f);
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building 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. Notwithstanding any of the foregoing insurance requirements, in lieu of the above-described insurance requirements and policies, the City acknowledges and agrees that the Owner, so long as the Owner remains the City of Vancouver, may self-insure part or all of the risks described herein, subject always to equivalent terms and conditions as though such policies were obtained from licensed commercial insurers; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Lands or the New Building or any part thereof 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, subject to Section 2.1(b).

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the 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 for the New Building, 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:
 - (i) proof of the insurance, or confirmation of self insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on a per unit basis, which rents will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 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 for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records 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 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 3.2, 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. withholding any permit pursuant to this Agreement; or
- B. 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, but excluding any grossly negligent acts on the part of the City or the City Personnel; and

(b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

(i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

(ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) 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); and

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

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

(b) If to the Owner:

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

Attention: General Manager of Real Estate and Facilities Management

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 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. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

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

- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in their sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

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

8.9 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.

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

END OF DOCUMENT

EXPLANATION

**A By-law to authorize the amendment of a
Housing Agreement
Authorized by By-law No. 12631
Re: 2133 Nanton Avenue and 4189 Yew Street**

This amendment to the Housing Agreement for 2133 Nanton Avenue and 4189 Yew Street, which was authorized by By-law 12631 on January 22, 2020 and was required as a condition of rezoning bylaw enactment with respect to the lands. This amendment modifies such Housing Agreement pursuant to the amendments to the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver Development Cost Levy By-law (No. 9755) and the amendments to the Housing Agreement Condition approved by the Vancouver City Council on October 4, 2023.

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

Director of Legal Services
December 10, 2024

2133 Nanton Avenue and 4189 Yew Street

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12631**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 12631 enacted January 22, 2020 the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 2133 Nanton Avenue and 4189 Yew Street (the “**Housing Agreement**”) and thereafter the Housing Agreement was registered at the Land Title Office under registration numbers CA8019644 to CA8019645; and

AND WHEREAS

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

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

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

ENACTED by Council this _____ day of _____, 2024

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

Donna Dulaba, McCarthy Tétrault LLP
2400 - 745 Thurlow Street
Vancouver BC V6E 0C5
(604) 643-5870

File Nos. 108635/460816
Modification of Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
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031-485-065	AIR SPACE PARCEL 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP108856
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3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA8019644	Modification of Covenant CA8019644
PRIORITY AGREEMENT		Granting the above Modification priority over Mortgage CA9315892 and Assignment of Rents CA9315893

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

ARBUTUS VILLAGE HOLDINGS LTD. , NO.BC0351064

COMPUTERSHARE TRUST COMPANY OF CANADA, NO.A0052313, (AS TO PRIORITY)

6. Transferee(s)

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

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

SHARAN SANDAL
Barister & Solicitor
McCarthy Tétrault LLP
SUITE 2400 - 745 THURLOW STREET
VANCOUVER, B.C. V6E 0C5
DIRECT 604-643-7182

Execution Date

YYYY-MM-DD

2024-11-28

Transferor / Transferee / Party Signature(s)

ARBUTUS VILLAGE HOLDINGS LTD.

By their Authorized Signatory

Print Name: Zaylin Lalji

Print Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

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



Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER

By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

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

Electronic Signature

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

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

2133 NANTON AVENUE AND 4189 YEW STREET

Introduction

- A. The Transferor, ARBUTUS VILLAGE HOLDINGS LTD., is called the "**Owner**";
- B. The Transferee, City of Vancouver, is called the "**City**" when referring to corporate entity and "**City of Vancouver**" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone, *inter alia*, the Lands by amendments to CD-1 (642) By-law No. 11658, as amended by By-law No. 11749, and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Market Rental Housing and Moderate Income Rental Housing (the "**Housing Condition**") with the City which was registered at the Land Title Office on February 4, 2020 under numbers CA8019644 to CA8019645 (the "**Housing Agreement**");
- E. Pursuant to certain resolutions approved by the Vancouver City Council ("**City Council**") on October 4, 2023, City Council approved amendments to, *inter alia*, the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver DCL By-law and the Housing Condition; and
- F. The City and the Owner have agreed to enter into this modification agreement (the "**Modification**") to make corresponding amendments to the Housing Agreement, as approved by such City Council resolutions.

Consideration

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

1. Definitions

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

2. Modification of the Housing Agreement

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

- (a) inserting the following immediately after Section 1.1(e), as Section 1.1(e.1):
 - “(e.1) **“CMHC Rental Market Survey”** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or, if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;”;
- (b) deleting Section 1.1(k) in its entirety and replacing it with the following:
 - “(k) **General Manager of Planning, Urban Design and Sustainability**” means the person appointed from time to time as the City’s General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;”;
- (c) replacing all references to “General Manager of Arts, Culture and Community Services” with “General Manager of Planning, Urban Design and Sustainability”;
- (d) deleting the following from Section 1.1(m)(x)(E): “(included for calculations with an effective date prior to January, 2013)”;
- (e) deleting Section 1.1(m)(xxii) in its entirety;
- (f) deleting Section 1.1(r) in its entirety and replacing it with the following:
 - “(v) **“Moderate Income Rental Housing Report”** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule B, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;”;
- (g) Section 1.1(z) shall be amended by inserting the following immediately after subsection (ii), as subsection (iii):
 - “(iii) is:
 - (A) a Canadian citizen;
 - (B) an individual lawfully admitted into Canada for permanent residency;
 - (C) a refugee sponsored by the Government of Canada; or
 - (D) an individual who has applied for refugee status,

and who, at the start of the tenancy, has resided in British Columbia for the past twelve (12) consecutive months,

or a person who is otherwise deemed to be a Qualified Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion. This subsection (iii) shall only apply to tenancies of Moderate Income Rental Housing Units that commence after October 4, 2023;”;

- (h) inserting the following immediately after Section 1.1(hh), as Section 1.1(hh.1):

“(hh.1) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, as may be amended or replaced from time to time;”;

- (i) deleting Section 2.1(f)(v)(E) in its entirety and replacing it with the following:

“(E) a clause prohibiting the Tenant from subletting the Moderate Income Rental Housing Unit or assigning the Tenancy Agreement, in whole or in part, except to a Qualified Person and with the consent of the Owner, provided that it will not be unreasonable for the Owner to withhold consent if the assignee or sublessee is not a Qualified Person;”;

- (j) deleting Section 2.1(f)(v)(F) in its entirety and replacing it with the following:

“(F) a term that is not less than one month;”;

- (k) deleting the paragraph following Section 2.1(p)(ii) in its entirety and replacing it with the following:

“(iii) notwithstanding Sections 2.1(p)(i) and (ii) above, for all tenancies commencing after October 4, 2023, the initial rental rate for each such tenancy of a Moderate Income Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey most recently published at the time when the respective tenancy of a Moderate Income Rental Housing Unit commences; and

(iv) during a tenancy of a Moderate Income Rental Housing Unit, the Owner shall not increase the rent for the Moderate Income Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Moderate Income Rental Housing Unit, the initial rent for the

new tenancy will be established in accordance with Section 2.1(p)(iii). For clarity, the Owner shall not increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the New Building or a Moderate Income Rental Housing Unit.”;

(l) deleting Section 5.1(b) in its entirety and replacing it with the following:

“(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Moderate Income Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;” and

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

3. **Housing Agreement Ratified and Confirmed**

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

4. **Amendment**

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

5. **Binding Effect**

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

6. **Time**

Time shall be of the essence of this Modification.

7. **Conflict**

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

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

MODERATE INCOME RENTAL HOUSING REPORT

[illegible]

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9315892 and the Assignment of Rents registered under number CA9315893;
- (b) **"Existing Chargeholder"** means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 5350 – 5430 Heather Street**

After public hearing on May 30, 2024, Council approved in principle the land owner's application to rezone the above noted property from R1-1 (Residential Inclusive) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
December 10, 2024

A By-law to enact a Housing Agreement for 5350 – 5430 Heather Street

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

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.

ENACTED by Council this day of , 2024

City Clerk



1. Application

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

591972-3 jW/jS
Comma-Minto (Heather)
Housing Agreement

2. Description of Land

PID/Plan Number Legal Description

EPP140773 LOT A BLOCK 877 DISTRICT LOT 526 PLAN EPP140773

3. Nature of Interest

Type	Number	Additional Information
COVENANT		s.219 Covenant, L.T.A. Entire Instrument
PRIORITY AGREEMENT		Granting the above Covenant priority over Mortgage CB422209 and Assignment of Rents CB422210.

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

COMMA-MINTO PROPERTIES (HEATHER) NOMINEE LTD., NO.BC1371989

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)


BRIGHAM H. JAGGAR
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

YYYY-MM-DD

2024-11-26

COMMA-MINTO PROPERTIES
(HEATHER) NOMINEE LTD.
By their Authorized Signatory


Abbas Bordian

Print Name:


Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


Judy Yu-Hua Korzeniewski
A Commissioner for Taking Affidavits for British Columbia
650 West Georgia Street, 34th Floor
Vancouver, BC V6B 4N7
Commission Expiry Date: January 31, 2028

YYYY-MM-DD

2024-11-29

THE BANK OF NOVA SCOTIA
(AS TO PRIORITY)
By their Authorized Signatory


Print Name:
Winston Wah Szeto
Director, Real Estate Banking

Print Name:

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT SECURED RENTAL AND BELOW-MARKET RENTAL HOUSING

5350 - 5430 HEATHER STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, COMMA-MINTO PROPERTIES (HEATHER) NOMINEE LTD., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from R1-1 (Residential Inclusive) District to CD-1 (Comprehensive Development) District to permit the development of two 18-storey residential buildings containing approximately 351 rental units, with 20% of the residential floor area secured as below-market rental units (approximately 280 market rental units and approximately 71 below-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 condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner:
 - "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 Section 219 Covenant to secure all residential units as class A for-profit affordable rental housings, excluding Seniors Supportive or Assisted Housing, and including at least 20% of the residential floor area that is counted in the calculation of the floor space area per the CD-1 By-law secured as below-market rental housing, and the remaining units to be secured as market rental units, subject to the conditions set out below for such units and in accordance with the requirements set out in the Cambie Corridor Plan, for the longer of 60 years or the life of the building, 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 agreement or agreements will include but not be limited to the following terms and conditions:*
 - (a) *A no separate sales covenant;*
 - (b) *A no stratification covenant;*
 - (c) *A provision that none of such units will be rented for less than one month at a time;*

- (d) *That the average initial starting monthly rents by unit type for the below-market rental housing units in the project will be at least 20% below the average market rent for private rental apartment units city-wide as published by the most recent Canada Mortgage and Housing Corporation in the Rental Market Survey Data Tables for Vancouver at the time when the Occupancy Permit is issued;*
- (e) *That a rent roll indicating the agreed maximum average initial monthly rents for the below-market rental housing units will be required prior issuance of an Occupancy Permit, to the satisfaction of the General Manager of Planning, Urban Design or Sustainability (or successor in function) and the Director of Legal Services;*
- (f) *Following initial occupancy, on a change in tenancy for a below-market rental housing unit, the starting rent for such new tenancy will be at least 20% below the rent for private rental apartment units city-wide as published by the Canada Mortgage and Housing Corporation in the most recent Rental Market Survey Data Tables for Vancouver for that unit type at the time of the change in tenancy;*
- (g) *That the applicant will verify eligibility of new tenants for the below-market rental housing units, based on the following:*
 - (i) *For new tenants, annual household income cannot exceed (4) four times the annual rent for the unit (i.e. at least 25% of household income is spent on rent); and*
 - (ii) *There should be at least one occupant per bedroom in the unit.*
- (h) *That the applicant will verify the ongoing eligibility of existing tenants in below-market rental housing units every five (5) years after initial occupancy:*
 - (i) *For such tenants, annual household income cannot exceed 5 times the annual rent for the unit (i.e. at least 20% of income is spent on rent); and*
 - (ii) *There should be at least one occupant per bedroom in the unit.*
- (i) *On an annual basis, or at the request of the City, the applicant will report to the City of Vancouver on the operation of the below-market rental housing units which will ensure that the City can confirm that the units are being operated as agreed, and will include a rent roll for the below-market rental housing units, and a summary of the results of eligibility testing for these units; and*
- (j) *Such other terms and conditions as the General Manager of Planning, Urban Design or Sustainability (or successor in function) and the Director of Legal Services may require in their sole discretion.*

Note to Applicant: This condition will be secured by a Section 219 Covenant and a Housing Agreement to be entered into by the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter prior to enactment of the rezoning bylaw."

(the "Housing Condition"); and

- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) "Below-Market Rental Housing" means a portion of the For-Profit Affordable Rental Housing in any New Building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Cambie Corridor Plan
- (c) "Below-Market Rental Housing Rent Roll" means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;
- (d) "Below-Market Rental Housing Report" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;
- (e) "Below-Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Below-Market Rental Housing Unit" means any one of such units;
- (f) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;

- (g) "Cambie Corridor Plan" means the plan issued by the City of Vancouver to guide the growth and change along a portion of Cambie Street that includes the Lands, as may be amended from time to time;
- (h) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (i) "City Manager" means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (j) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (k) "CMHC Rental Market Survey" means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (l) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (m) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (n) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (o) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (p) "Eligible Person" means a person who:
 - (i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:
 - (A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the

Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

- (B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
- (C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;
- (D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and

(E) be:

- I. a Canadian citizen;
- II. an individual lawfully admitted into Canada for permanent residency;
- III. a refugee sponsored by the Government of Canada; or
- IV. an individual who has applied for refugee status,

and who, at the start of the tenancy, has resided in British Columbia for the past twelve (12) consecutive months,

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion;

- (q) "Event of *Force Majeure*" means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued as a result of an act or omission of the Owner, or anyone employed or retained by the Owner), freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Owner's lack of funds or financial condition (and for greater certainty, a strike or lockout, including illegal work stoppages or slowdowns, will be considered beyond the reasonable control of a party and not to arise from the neglect or default of that party, it being understood

that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of that party);

- (r) "Floor Space Ratio" means the figure obtained when the area of the floors of the New Buildings is divided by the area of the Lands;
- (s) "For-Profit Affordable Rental Housing" means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);
- (t) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (u) "General Manager of Planning, Urban Design and Sustainability" means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
- (v) "Income" of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;
 - (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;
 - (viii) child support, maintenance payments or support from family/friends/community;
 - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
 - (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;

- (C) private pension plans including Registered Retirement Income Funds;
- (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
- (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada; and
- (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
 - (xii) student loans, equalization payments, student grants and scholarships;
 - (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
 - (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
 - (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
 - (xvi) Universal Child Care Benefits;
 - (xvii) BC Childcare Subsidy;
 - (xviii) income from foster parenting;
 - (xix) Child in Home of Relative and Extended Family Program;
 - (xx) income from approved live-in care givers; and
 - (xxi) GST and Income Tax rebates;
- (w) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (x) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (y) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (z) "New Building" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit, and "New Buildings" means more than one New Building or all of them as the context requires;
- (aa) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (bb) "Occupants" means persons for whom a Below-Market Rental Housing Unit serves as their Principal Residence and an "Occupant" means any one of them, as the context requires;
- (cc) "Owner" means the registered owner of the Lands as of the Effective Date, namely, COMMA-MINTO PROPERTIES (HEATHER) NOMINEE LTD., and its successors and assigns;
- (dd) "Owner's Personnel" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (ee) "*Personal Information Protection Act*" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ff) "Principal Residence" means the place where an individual lives for the majority of a calendar year, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (gg) "Related Person" means, where the registered or beneficial owner of the Dwelling Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

- (hh) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (ii) "Replacement For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement For-Profit Affordable Rental Housing Unit" means one such unit;
- (jj) "Replacement Below-Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Below-Market Rental Housing Unit" means one such unit;
- (kk) "*Residential Tenancy Act*" means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (ll) "*Residential Tenancy Regulation*" means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (mm) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (nn) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (oo) "Seniors Supportive or Assisted Housing" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (pp) "Statement of Below-Market Rental Housing Unit Eligibility" means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Below-Market Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Below-Market Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Below-Market Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Below-Market Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

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

- (qq) "Tenancy Agreement" means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to a Tenant to occupy a Below-Market Rental Housing Unit;
- (rr) "Tenant" means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (ss) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Buildings; and
 - (ii) the date as of which the New Buildings are demolished or substantially destroyed;
- (tt) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (uu) "*Vancouver Charter*" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (vv) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Buildings, that throughout the Term:
- (a) the Lands, the New Buildings and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) at its sole cost and expense, it will construct, fit and finish the New Buildings, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) all of the Dwelling Units in the New Buildings will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Buildings will be used only for the purpose of providing Below-Market Rental Housing (the "Below-Market Rental Housing Units"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Buildings are damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Buildings, then the Owner will promptly take all steps reasonably necessary to enable it to repair the New Buildings or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Buildings formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Below-Market Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this

Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;

- (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Below-Market Rental Housing Units;
 will have two or more bedrooms;
- (e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Below-Market Rental Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
 - (iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Below-Market Rental Housing Unit;
 - (C) a term that is not less than 30 consecutive days;
 - (D) clauses providing that:

- I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Below-Market Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:
 - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
 - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and
 - VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;
- (E) a clause:
- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and

- II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Below-Market Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Below-Market Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Below-Market Rental Housing Unit to a prospective tenant, or upon notification of a change of any Occupants residing within a Below-Market Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Below-Market Rental Housing Unit upon occupancy; and

- (ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such Tenant continues to be an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 30 consecutive days at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.10;
- (j) the Owner 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;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (l) the Owner will keep and maintain the New 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;
- (m) if the New Buildings or any part thereof, are materially damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Buildings to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
 - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment

average market rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:

- (A) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
 - (B) for all subsequent tenancies, most recently published at the time when the Owner and a Tenant enter into a Tenancy Agreement;
- (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Below-Market Rental Housing Units in the New Buildings following issuance of the Occupancy Permit will be set out in a Below-Market Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;
 - (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Buildings will be used only for the purpose of providing Below-Market Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Below-Market Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Below-Market Rental Housing Unit to another Dwelling Unit in the New Buildings, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Below-Market Rental Housing Units in the New Buildings remain unchanged from the unit type mix and number of Below-Market Rental Housing Units at the time of issuance of the Occupancy Permit and the initial rent for the newly assigned Below-Market Rental Housing Unit will be set in accordance with Section 2.1(o)(i)(B); and
 - (iv) following the issuance of the Occupancy Permit, during a tenancy of a Below-Market Rental Housing Unit, the Owner shall not increase the rent for the Below-Market Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Below-Market Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(i). For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for

eligible capital expenses incurred with respect to the New Buildings or a Below-Market Rental Housing Unit.

ARTICLE 3 BUILDING RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New 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 Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Buildings, that:
- (a) the Lands and the New Buildings will not be used or occupied except as follows:
 - (i) the Owner 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 satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Buildings until such time as the Owner has complied with Section 4.1(a)(i); and

- (b) without limiting the general scope of ARTICLE 7, 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 RECORD KEEPING

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

ARTICLE 6 ENFORCEMENT

- 6.1 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 7 RELEASE AND INDEMNITY

7.1 Release and Indemnity. Subject to Section 7.2, 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, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

The indemnities in this ARTICLE 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 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 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(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 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(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.

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

ARTICLE 8 NOTICES

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

COMMA-MINTO PROPERTIES (HEATHER) NOMINEE LTD.
3204 - 1055 Dunsmuir Street
Vancouver, BC V7X 1L4
Attention: Director of Development

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part

thereof should change, in the absence of any such specification, then to the address as set out in the land title search for that particular parcel of land.

ARTICLE 9 MISCELLANEOUS

- 9.1 Force Majeure. If an Event of *Force Majeure* occurs or is likely to occur, the Owner will promptly notify the City of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The Owner will use commercially reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the Owner) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor the Owner will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations under this Agreement if caused by an Event of *Force Majeure*, and the date limited for the performance of such duties, covenants or obligations under this Agreement will be postponed for a period equal to the delay occasioned by such an Event of *Force Majeure*.
- 9.2 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Buildings or any part thereof in accordance with the provisions of Section 9.10, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 9.3 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.4 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential*

Tenancy Act or Residential Tenancy Regulation, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Buildings will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
 - (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

- 9.10 Sale of Lands and New Buildings or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Buildings will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 9.10 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 9.11 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.
- 9.12 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 9.13 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CB422209 and the Assignment of Rents registered under number CB422210;
- (b) "Existing Chargeholder" means The Bank of Nova Scotia;
- (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: 1785 Haro Street**

The land owner applied to the City to develop the Lands pursuant to Development Application DP-2023-00439 to retain the existing principal Multiple Dwelling building, and to develop a new Infill (6) six-storey Multiple Dwelling building providing 58 new Secured Market Dwelling Units in a new building on the West side of the lands. The Development Application was approved, subject to, among other things, a Housing Agreement being entered into by the City and the land owner securing three residential units as market rental housing units, and accordingly, the Housing Agreement attached to this By-law was accepted and executed by the land owner.

The City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner

Director of Legal Services
December 10, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
For 1785 Haro 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:

015-743-055

LOT I (REFERENCE PLAN 10633)
BLOCK 56 DISTRICT LOT 185 PLAN 92

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

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

ENACTED by Council this day of , 2024

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

SAMPSON DAVIE FANE VOLPIANA LLP
Barristers and Solicitors
1100 - 355 Burrard Street
Vancouver, BC V6C 2G8
604.343.1930

File No.: 1700-23-1172
Alex Fane / Kelly Boreham
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
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015-743-055	LOT 1 (REFERENCE PLAN 10633) BLOCK 56 DISTRICT LOT 185 PLAN 92
--------------------	---

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA7634852 and Assignment of Rents CA7634853
PRIORITY AGREEMENT		granting the Covenant with two registration numbers less than this Priority Agreement priority over Mortgage CA9265728 and Assignment of Rents CA9265729

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

IMH 1755 HARO APARTMENTS LTD., NO.BC1156122

THE TORONTO-DOMINION BANK, AS TO PRIORITY

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



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)



YYYY-MM-DD

IMH 1755 HARO APARTMENTS LTD.
By its Authorized Signatory(ies):


Name:

Barbara Lanys
Barrister, Solicitor and Notary Public
for the Province of Ontario
Bloom Lanys Professional Corporation
2171 Avenue Road, Suite 200
Toronto, ON M5M 4B4
Tel: 416-486-9913

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 TORONTO-DOMINION BANK
as to Priority
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.



Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

THE BANK OF NOVA SCOTIA

as to Priority

By its Authorized Signatory(ies):

Name:

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER

as Transferee

By its Authorized Signatory:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING
1785 HARO STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, IMH 1755 HARO APARTMENTS LTD., is called the “Owner”, as more particularly defined in Section 1.1(r); and
 - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered of the Lands;
- C. The Owner made a development permit application for the Lands under number DP-2023-00439 (the “Development Application”) to retain the existing principal Multiple Dwelling building, and to develop a new Infill (6) six-storey Multiple Dwelling building on the Lands, providing 58 new Secured Market Dwelling Units in a new building on the West side of the Lands over three (3) levels of underground parking having vehicular access from rear lane (the “Development”), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will:
- “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 all 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:*
- a. A no separate-sales covenant.*
 - b. A no stratification covenant.*
 - c. That none of such units will be rented for less than one month at a time.*
- Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.”;*
and
- 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 Application”** has the meaning ascribed to it in Recital C;
- (h) **“Development Permit”** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Development Application at any time following the date this Agreement is fully executed by the parties;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (j) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

- (n) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"New Building"** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by 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 IMH 1755 HARO APARTMENTS LTD., and its successors and permitted assigns;
- (s) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, excluding Seniors Supportive or Assisted Housing (as defined in the City's *Zoning and Development By-law*), on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **"Rental Housing Units"** means the new residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development,

which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and “**Rental Housing Unit**” means any one of them;

- (v) “**Replacement Rental Housing Unit**” has the meaning ascribed to that term in Section 2.1(c) and “**Replacement Rental Housing Units**” means all of such units;
- (w) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) “**Term**” means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (y) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii);
- (z) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and
- (aa) “**Zoning and Development By-law**” means the City’s *Zoning and Development By-law* No. 3575, as 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 the number of Rental Housing Units approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all 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 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 the same number and type of replacement Rental Housing Units as the New Building formerly contained, 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. Following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the Rental Housing Units (whereupon the term "Lands" as used in this Agreement will be read as not including such other parcel(s)), and the City will on request of the Owner execute and deliver such partial discharge, provided that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of the parcel encompassing the Rental Housing Units pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City;
- (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, reasonable wear and tear excepted;

- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in 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, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement;
 - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

IMH 1755 HARO APARTMENTS LTD.
3280 Bloor Street West, Suite 1400
Toronto, Ontario M8X 2X3

Attention: _____

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

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

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

**ARTICLE 7
MISCELLANEOUS**

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

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

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

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

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

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

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

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

or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

7.7 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. 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 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 all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

7.9 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.

7.10 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.

7.11 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 Charges"** means the Mortgage registered under number CA7634852 and the Assignment of Rents registered under number CA7634853;
- (b) **"Existing Chargeholder"** means The Toronto-Dominion Bank;
- (c) **"New Charges"** collectively means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9265728 and the Assignment of Rents registered under number CA9265729;
- (b) **"Existing Chargeholder"** means The Bank of Nova Scotia;
- (c) **"New Charges"** collectively means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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**Subdivision By-law No. 5208 amending By-law
Re: 1749-1769 East 33rd Avenue**

Enactment of the attached By-law will delete 1749-1769 East 33rd Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 9, 2024 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
December 10, 2024

1749-1769 East 33rd Avenue

BY-LAW NO.

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

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

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

- (a) PID: 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;
- (b) PID: 008-076-723; The East 1/2 of Block 10 Except the North 10 Feet and the South 7 Feet Now Highways South 1/2 of District Lot 706 Plan 2349; and
- (c) PID 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.

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A

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



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

1749-1769 East 33rd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-11-25

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 1522 West 45th Avenue and 6137 Granville Street**

Enactment of the attached By-law will delete 1522 West 45th Avenue and 6137 Granville Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of March 7, 2023 dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS zones in the original draft of this by-law have been updated to R1-1.

Director of Legal Services
December 10, 2024

1522 West 45th Avenue and 6137 Granville Street

BY-LAW NO.

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:
 - (a) PID: 004-289-323; Lot 16 of Lot 5 Block 3 District Lot 526 Plan 5701; and
 - (b) PID: 005-095-361; Lot 17 of Lot 5 Block 3 District Lot 526 Plan 5701.
2. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208

being the Subdivision By-law



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

1522 West 45th Avenue & 6137 Granville Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-11-25

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6065-6075 Collingwood Place**

Enactment of the attached By-law will delete 6065-6075 Collingwood Place from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 16, 2023 dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the reference to RS-5 maps in the original draft of this by-law has been updated to R1-1 maps.

Director of Legal Services
December 10, 2024

6065-6075 Collingwood Place

BY-LAW NO.

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:
 - (a) PID: 009-858-067; Lot 8 Block 4 District Lot 2027 Plan 8976; and
 - (b) PID: 009-858-075; Lot 9 Block 4 District Lot 2027 Plan 8976.
2. This by-law is to come into force and take effect on the date of its enactment.

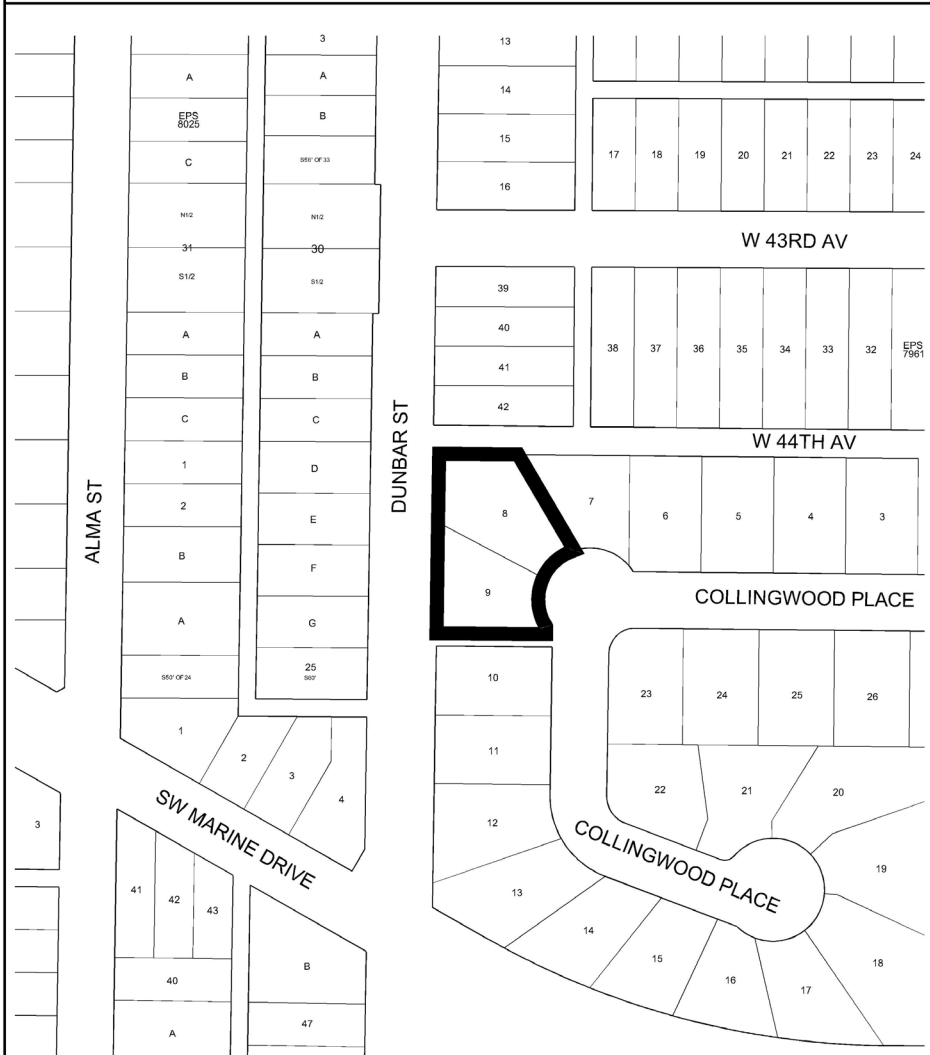
ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A

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



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

6065-6075 Collingwood Place

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-11-26

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 357-475 West 41st Avenue**

Enactment of the attached By-law will delete 357-475 West 41st Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of October 5, 2021 dealing with the rezoning of the property, and is consequential to the rezoning of the property. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the reference to RS-1 maps in the original draft of this by-law has been updated to R1-1 maps.

Director of Legal Services
December 10, 2024

357-475 West 41st Avenue

BY-LAW NO.

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting Lots 5-12, Block 856, District Lot 526, Plan 7240; PIDs: 010-680-284, 010-680-250, 010-680-217, 010-680-187, 010-680-144, 010-680-110, 002-877-881 and 010-680-098, respectively from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208

being the Subdivision By-law



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

357-475 West 41st Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2024-11-26

EXPLANATION**A By-law to provide for a declaration regarding
tax relief from development potential for 2025**

The attached By-law will help implement the continuation of the pilot development potential tax relief program for the 2025 tax year (the “2025 Pilot DPRP”) as authorized by section 374.6 of the Vancouver Charter. Enactment of this by-law does not commit Council to continuing the program.

Director of Legal Services
December 10, 2024

BY-LAW NO. ____

**A By-law to provide for a declaration regarding
tax relief from development potential for 2025**

In order to allow Council to consider the continuation of the Pilot Development Potential Relief Program for the 2025 tax year that provides temporary tax relief to support independent businesses and community partners located in certain under-developed Class 5 and 6 properties, with a focus on neighborhood retail along high streets, subject to City staff reporting back on final program details, including confirmation of eligibility via written declaration,

THEREFORE;

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

1. This By-law may be referred to for convenience as the “Development Potential Tax Relief Declaration By-law, 2025”.

2. In this By-law:

“eligible arts and culture organization” means Vancouver-based artists, arts collectives or community cultural organizations involved in the production, creation, rehearsal or presentation of arts and culture including visual, performing, media, literary, craft or interdisciplinary arts; and

“eligible non-profit organization” means registered Vancouver-based non-profit societies, charitable organizations, or co-operatives in good standing with BC Registry Services or the Canadian Revenue Agency involved in the provision of information, referral or advocacy services, drop in or activity space, or food, clothing or other aid for social purposes.

3. Any by-law authorizing tax relief under section 374.6 of the Vancouver Charter must identify the properties for which relief is provided. The 2025 Pilot Development Potential Relief Program (“2025 Pilot DPRP”) will exclude properties where the primary use (i.e., over 50 per cent of the property) includes one or more of the following:

- Big box stores
- Billboards or signs
- Development presentation centres or temporary sales offices
- Financial services, including banks, credit unions, investment advisors, insurance and trust companies
- Gasoline stations
- Hotels
- International or national chains
- Manufacturing, production, wholesale, utility, communication, and logistics
 - except for area occupied by eligible arts and culture organizations or eligible non-profit organizations
- Neighborhood or regional shopping centres
- Office, including general office, health care office, health enhancement centre and laboratory
 - except for area occupied by eligible arts and culture organizations or eligible non-profit organizations
- Parking, including parking garages and surface parking

- Properties owned or operated by any government or its agent
 - Redevelopment sites for which a rezoning has been approved in principle following a public hearing
 - Storage or warehouse
 - except for area occupied by eligible arts and culture organizations or eligible non-profit organizations
 - Vehicle dealer, auto service or car wash
 - except for area occupied by independent auto service.
4. The City may request additional documents to validate any information provided in the declaration form.
5. Council hereby excludes properties from the 2025 Pilot DPRP, unless 50 percent or more of the property was in use, and declared to be in use, from October 1, 2024 to December 31, 2024.
6. Under section 374.6(3)(d) of the Vancouver Charter, Council hereby requires every owner of property eligible for the 2025 Pilot DPRP under any by-law enacted under section 374.6 to notify eligible occupants of that tax relief.
7. In accordance with Council policy, a property may only be considered to comply with sections 3, 5 and 6 of this By-law, or otherwise be eligible for consideration for tax relief pursuant to section 374.6, if an owner, an owner under agreement, or an agent of the owner completes and returns to the City, no later than February 28, 2025, a declaration form generally in the form attached to this By-law as Schedule “A” indicating full compliance with the requirements of the declaration.
8. Notwithstanding section 7 of this By-law, a property that was subject to a change in assessed value as a result of an assessment appeal or other adjustment made by the British Columbia Assessment Authority after the publication of the Completed Roll and upon finalization of the Revised Roll in 2025, may also be considered to comply with sections 3, 5 and 6 of this By-law, or otherwise be eligible for consideration for tax relief pursuant to section 374.6 of the Vancouver Charter, if an owner, an owner under agreement, or an agent of the owner completes and returns to the City, no later than March 31, 2025, a declaration form generally in the form attached to this By-law as Schedule “A”, but with a revised submission deadline of March 31, 2025, indicating full compliance with the requirements of the declaration.
9. It is an offence under this By-law, punishable by a fine of up to \$10,000, to complete, file or provide a false declaration to the City.
10. 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"
2025 Development Potential Tax Relief Program
OWNER'S DECLARATION

The Pilot Development Potential Relief Program ("DPRP") provides temporary tax relief to support independent businesses and community partners located in certain under-developed Classes 5 and 6 properties, with a focus on neighborhood retail along high streets.

Council is scheduled to consider the 2025 Pilot DPRP, along with the Targeted Land Assessment Averaging Program, in March 2025.

I understand and hereby acknowledge that this declaration is being made in order to help ensure that the identified property (the "Property") is eligible for consideration for tax relief under the proposed 2025 Pilot DPRP, as authorized by Council pursuant to section 374.6 of the Vancouver Charter.

NOTE: The Property will be considered for tax relief under section 374.6 only if all questions are answered in the affirmative and the completed form is submitted to and received by the City via web submission, email or mail no later than February 28, 2025.

Folio # (from notice)	###-###-##-####	
Access # (from notice)	###-###	

#	Statement	Response
1.	I hereby certify that I am a registered owner in fee simple, an owner under agreement, or an authorized agent or representative of an owner in fee simple of the Property, and that I am authorized to make this declaration regarding the Property.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	I hereby declare that at least 50% of the property was in use/occupied from October 1, 2024 to December 31, 2024.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	I further declare that the primary use (i.e., 50%+ of the property) was NOT one or more of the following excluded categories: <ul style="list-style-type: none">• Big box stores• Billboards or signs• Development presentation centres or temporary sales offices• Financial services, including banks, credit unions, investment advisors, insurance and trust companies• Gasoline stations• Hotels• International or national chains	<input type="checkbox"/> Yes <input type="checkbox"/> No

#	Statement	Response
	<ul style="list-style-type: none"> • Manufacturing, production, wholesale, utility, communication, and logistics <ul style="list-style-type: none"> ○ except for area occupied by eligible arts and culture organizations¹ or eligible non-profit organizations² • Neighborhood or regional shopping centres • Office, including general office, health care office, health enhancement centre and laboratory <ul style="list-style-type: none"> ○ except for area occupied by eligible arts and culture organizations¹ or eligible non-profit organizations² • Parking, including parking garages and surface parking • Properties owned or operated by any government or its agent • Redevelopment sites for which a rezoning has been approved in principle following a public hearing • Storage or warehouses <ul style="list-style-type: none"> ○ except for area occupied by eligible arts and culture organizations¹ or eligible non-profit organizations² • Vehicle dealers, auto service or car wash <ul style="list-style-type: none"> ○ except for area occupied by independent auto service 	
4.	I acknowledge that any tenants or occupiers of the Property must be informed of any tax relief resulting from the 2025 Pilot DPRP or a By-law enacted under section 374.6 of the Vancouver Charter, and hereby undertake to inform them of any tax relief that may be provided for the Property.	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "eligible arts and culture organization" means Vancouver-based artists, arts collectives or community cultural organizations involved in the production, creation, rehearsal or presentation of arts and culture including visual, performing, media, literary, craft or interdisciplinary arts.

² "eligible non-profit organization" means registered Vancouver-based non-profit societies, charitable organizations, or co-operatives in good standing with BC Registry Services or the Canadian Revenue Agency involved in the provision of information, referral or advocacy services, drop in or activity space, or food, clothing or other aid for social purposes.

#	Statement	Response
5.	<p>I acknowledge that:</p> <ol style="list-style-type: none"> Under current legislation, tax relief under the 2025 Pilot DPRP only applies to the municipal general purpose tax levy, and does not apply to taxes levied by Other Taxing Authorities (e.g., Provincial School Tax, TransLink, Metro Vancouver, etc.). Under current legislation, properties that receive tax relief under the 2025 Pilot DPRP are not eligible for Targeted Land Assessment Averaging. Council is scheduled to consider the 2025 Pilot DPRP, along with the Targeted Land Assessment Averaging Program, in March 2025, when program parameters and maximum limits on tax relief will be finalized. Should property owners or authorized agents decide to opt out of the 2025 Pilot DPRP, declaration forms submitted on or before February 28, 2025 can be withdrawn no later than March 31, 2025. The eligibility of any property for relief under the 2025 Pilot DPRP is ultimately subject to Council approval scheduled for March 2025. 	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

IMPORTANT

The City may request additional documents to validate any information provided in the declaration form.

By signing this declaration, I am declaring that the contents of it are true, and that I am aware that it is unlawful and punishable by a fine of up to \$10,000 to complete, file, or provide a false declaration to the City.

Completed by:

NAME: _____

Authorized owner or agent (check one):

☐ AUTHORIZED OWNER

☐ AGENT

SIGNATURE: _____

PHONE NO.: _____

EMAIL: _____

DATED: _____