

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

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

Director of Legal Services
February 4, 2025

657-707 West 37th Avenue

BY-LAW NO.

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

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

1. This By-law amends the indicated provisions of By-law No. 4393.
2. Council strikes out Schedule D and substitutes the map attached to this By-law as Schedule A.
3. Council strikes out section 1 and substitutes the following:
 - “1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.”
4. In section 1A, Council adds the following in the correct numerical order:
 - “6. A use required by a Public Authority (R.C.M.P. Headquarters) and customarily ancillary uses, existing as of February 4, 2025.”
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

Schedule A



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

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

Director of Legal Services
February 4, 2025

BY-LAW NO.

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

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

1. This By-law amends the indicated provisions of By-law No. 4665.
2. Council strikes out Schedule D and substitutes the map attached to this By-law as Schedule A.
3. Council strikes out section 1 and substitutes the following:
 - “1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.”.
4. Council strikes out section 2 and substitutes the following:
 - “2. The area shown outlined in black on the said plan is rezoned CD-1 and the only uses permitted within the said area and the only uses for which development permits will be issued are:
 1. A use required by a Public Authority (R.C.M.P. Headquarters) and customarily ancillary uses, subject to such conditions as Council may by resolution prescribe, and
 2. The following uses existing as of February 4, 2025:
 - (a) Office complex;
 - (b) Physiotherapy clinic;
 - (c) Gymnasium;
 - (d) Off-street parking;
 - (e) Uses ancillary to the above uses,

subject to such conditions as Council may by resolution prescribe pursuant to section 565(f) of the Vancouver Charter.”
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

Schedule A



EXPLANATION

3

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

Following the Public Hearing on May 24, 2022, Council gave conditional approval to the rezoning of the site at 4949-5255 Heather Street and 657 West 37th Avenue (South). The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services

February 4, 2025

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

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (881).

Definitions

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

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

Sub-areas

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

Figure 1: Sub-areas



Uses

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

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

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

Conditions of Use

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

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

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

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

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

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

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

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

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

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

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

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

- (a) be suitable for family housing; and

- (b) include two or more bedrooms.

Floor Area and Density

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

Figure 2: Maximum Permitted Floor Area

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

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

Figure 3: Minimum Required Floor Area

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

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

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

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

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

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

7.8 Computation of the floor area must exclude:

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

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

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

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

Building Height

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

Figure 4: Maximum Permitted Building Storeys and Building Height

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

Horizontal Angle of Daylight

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

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

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

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

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

9.5 An obstruction referred to in section 9.2 means:

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

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

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

Acoustics

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

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

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

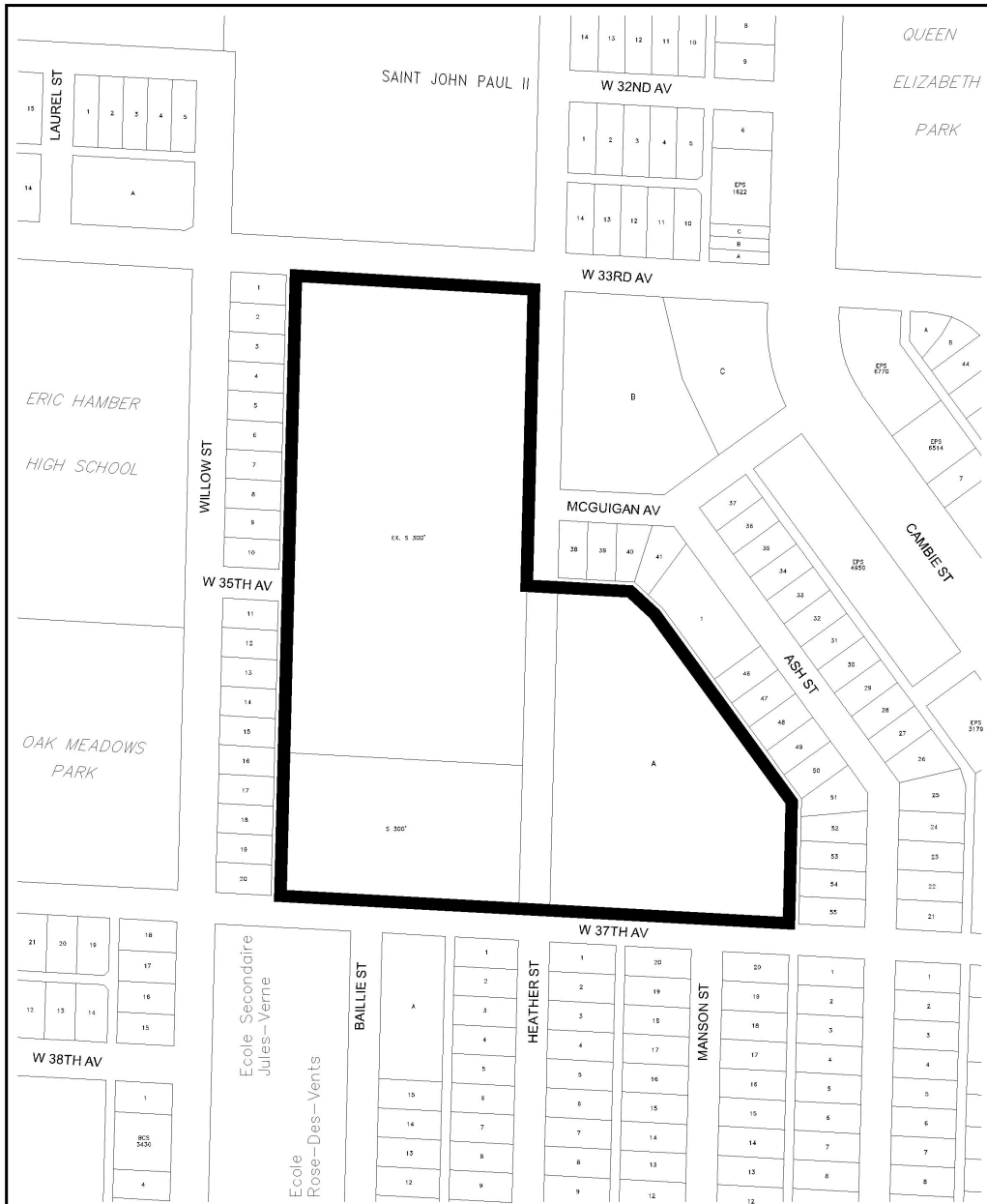
12. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

Schedule A



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

**RZ - 4949-5255 Heather Street &
 657-707 West 37th Avenue**

map: 1 of 1
 scale: NTS



City of Vancouver

PH date: 2022-05-24

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

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

Director of Legal Services
February 4, 2025

657-707 West 37th Avenue

BY-LAW NO. _____

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

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

1. This By-law repeals CD-1 (52A) By-law No. 4393.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (369) By-law No. 7673**

Following the Public Hearing on January 21, 2025, Council resolved to amend CD-1 (369) By-law No. 7673 for 901-967 and 940-990 Seymour Street, to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 4, 2025

901-967 and 940-990 Seymour Street

BY-LAW NO. _____

A By-law to amend CD-1 (369) By-law No. 7673

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

1. This by-law amends the indicated provisions of By-law No. 7673.
2. Council strikes out section 2 subsections (a) through (i) and substitutes the following:
“
 - (a) Dwelling Uses, limited to Mixed-Use Residential Building;
 - (b) Cultural and Recreational Uses;
 - (c) Institutional Uses;
 - (d) Office Uses;
 - (e) Parking Uses;
 - (f) Retail Uses;
 - (g) Service Uses, except that Print Shop and Production or Rehearsal Studio are limited to the building existing as of November 26, 1996 located on the northeasterly 125 feet of Site 1 shown on the diagram forming part of section 4.1;
 - (h) Utility and Communication Uses; and
 - (i) Accessory Uses customarily ancillary to the uses permitted in this section.”
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

EXPLANATION

6

A By-law to amend CD-1 (696) By-law No. 12105

Following the Public Hearing on January 21, 2025, Council resolved to amend CD-1 (696) By-law No. 12105 for 500-650 West 57th Avenue, to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 4, 2025

500-650 West 57th Avenue

BY-LAW NO. _____

A By-law to amend CD-1 (696) By-law No. 12105

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

- 1. This by-law amends the indicated provisions of By-law No. 12105.
- 2. Council strikes out section 3.2(g) and substitutes the following:
 “(g) Retail Uses;”
- 3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (876) By-law No. 14147**

Following the Public Hearing on January 21, 2025, Council resolved to amend CD-1 (876) By-law No. 14147 for 1961-1995 East Broadway and 2465 Semlin Drive to increase building height and permit an additional residential use. The Director of Planning has advised that there are no prior to conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services

February 4, 2025

1961-1995 East Broadway and
2465 Semlin Drive

BY-LAW NO. _____

A By-law to amend CD-1 (876) By-law No. 14147

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

1. This by-law amends the indicated provisions of By-law No. 14147.
2. Council strikes out section 3 and substitutes the following:
 - “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 (876), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:
 - (a) Cultural and Recreational Uses;
 - (b) Dwelling Uses, limited to Mixed-Use Residential Building and Lock-Off Units;
 - (c) Institutional Uses;
 - (d) Office Uses;
 - (e) Retail Uses;
 - (f) Service Uses;
 - (g) Utility and Communication Uses; and
 - (h) Accessory uses customarily ancillary to the uses permitted in this section.”
3. Council strikes out sections 6.1 and 6.2 and substitutes the following:
 - “6.1 Building height must not exceed 23 m.
 - 6.2 Despite section 6.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed 25.5 m.”

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

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

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (305) By-law No. 7174**

Following the Public Hearing on January 21, 2025, Council resolved to amend CD-1 (305) By-law No. 7174 for 1899 West 1st Avenue to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 4, 2025

BY-LAW NO. _____

A By-law to amend CD-1 (305) By-law No. 7174

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

1. This by-law amends the indicated provisions of By-law No. 7174.
2. Council strikes out section 2 subsections (a) through (m) and substitutes the following:

“2. The area shown included within the heavy black outline on Schedule, “A” is rezoned to CD-1, which area shall be more particularly described as CD-1 (305), and the only uses permitted within the said area, subject to such conditions as Council may by resolution prescribe, and the only uses for which development permits will be issued are:

- (a) General Office;
- (b) Retail Uses;
- (c) Barber Shop or Beauty Salon;
- (d) Laundromat or Dry Cleaning Establishment;
- (e) Photofinishing or Photography Studio;
- (f) Repair Shop - Class B;
- (g) Restaurant - Class 1;
- (h) Fitness Centre;
- (i) Dwelling Units;
- (j) Parking Uses; and
- (k) Accessory Uses customarily ancillary to the above uses.”

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

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Building Lines**

Following the Public Hearing on January 21, 2025, Council resolved to amend Schedule E of the Zoning and Development By-law to remove the current building line for 2096 West Broadway and 2560-2576 Arbutus Street. The Director of Planning has advised that there are no prior to conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 4, 2025

2096 West Broadway and
2560-2576 Arbutus Street

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Building Lines**

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

- 1. This By-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.
- 2. In Part II of Schedule E, Council strikes out the entire entry, including the heading, for “Arbutus Street, east side, from Broadway to 16th Avenue”, and substitutes:

“Arbutus Street, east side, from 10th Avenue to 16th Avenue (see also Part 1 of this schedule)

A building line on the easterly side of Arbutus Street which building line is more particularly described as follows:

Commencing at a point on the northerly limit of 16th Avenue, which point is distant 3.150 m measured easterly along the said northerly limit of 16th Avenue from the westerly limit of the West Half of Lot 19, Block 465, D.L. 526, Plan 3557; thence northwesterly in a straight line to a point on the northerly limit of the lane lying parallel to and immediately to the north of 16th Avenue, which point is distant 13.746 m measured easterly along the said northerly limit of the lane from the original easterly limit of Arbutus Street; commencing again at a point on the northerly limit of 13th Avenue, which point is perpendicularly distant 2.134 m easterly from the said original easterly limit of Arbutus Street; thence northerly following in a line parallel to and 2.134 m perpendicularly distant easterly from the said original easterly limit of Arbutus Street, to intersection with the southerly limit of 10th Avenue.”

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

ENACTED by Council this day of , 2025

_____ Mayor

_____ City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 625-777 Pacific Street and 1390 Granville Street**

Following the Public Hearing on July 12, 2022, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 4, 2025

625-777 Pacific Street and
1390 Granville Street

BY-LAW NO.

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

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

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

“

625-777 Pacific Street and 1390 Granville Street	CD-1(887)	14237	DD
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”

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

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 625-777 Pacific Street and 1390 Granville Street**

After the Public Hearing on July 12, 2022, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
February 4, 2025

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 237 East Hastings Street**

At a meeting on November 27, 2024, the City's Council approved a 2024 SRO Upgrading Grant of \$185,000 to the owner of 237 East Hastings Street to assist the owner in improving the safety and liveability of the building located there, including electrical upgrades, roof repairs, and interior renovations to the common kitchen and washrooms, subject to fulfillment of the condition that the owner first make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the Vancouver Charter on the terms and conditions set forth in the minutes of that meeting, including to secure 1/3 of all units in the building as affordable rental housing for a period of 10 years.

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
February 4, 2025

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 237 East Hastings 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:

014-892-553

Lot 12 Block 10 District Lot 196 Plan 184

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 , 2025

Mayor

City Clerk



1. Application

**CHI MING LO
CML LAW CORPORATION
236 - 5000 KINGSWAY
BURNABY BC V5H 2E4
604.365.9234**

File no. 24190-002

2. Description of Land

PID/Plan Number	Legal Description
014-892-553	LOT 12 BLOCK 10 DISTRICT LOT 196 PLAN 184

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Agreement

4. Terms

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

5. Transferor(s)

THE NATIVES OF TOI SHAN BENEVOLENT SOCIETY, NO.S0005740

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

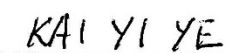

CHI M. LO
Barrister & Solicitor
236 - 5000 Kingsway
Burnaby BC V5H 2E4

Tel: 604-365-9234

Execution Date
YYYY-MM-DD
2025-01-14

Transferor / Transferee / Party Signature(s)
**THE NATIVES OF TOI SHAN
BENEVOLENT SOCIETY**
By their Authorized Signatory


Print Name: **De Jian Peng**



Print Name: **Kai Yi Ye**

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

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

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
237 EAST HASTINGS STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, **THE NATIVES OF TOI SHAN BENEVOLENT SOCIETY**, 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. At a meeting on November 27, 2024, the City's Council approved a SRO Upgrading Grant to the Owner to assist the Owner in renovating and making material improvements to the Building, including improving life safety, health and liveability in/of the Building (the **"Grant"**), subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* to secure 1/3 of all units in the Building as affordable Rental Housing for a period of 10 years, on the terms and conditions more particularly set out in the minutes of that meeting (the **"Housing Condition"**); and
- D. The Owner and the City are now 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, 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 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) **"Building"** means the building on the Lands having a civic address of 237 East Hastings Street, and includes each and every portion of that building;
 - (c) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

- (d) **“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;
- (e) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
- (f) **“Development Permit”** means a development permit issued by the City in respect of the renovation of the Building described in Recital C above and more particularly in the project description set out in the Council Report dated November 27, 2024 (RTS No. 17604);
- (g) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and his/her successors in function and their respective nominees;
- (h) **“General Manager of Arts, Culture and Community Services”** means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;
- (i) **“Grant”** has the meaning ascribed to that term in Recital C;
- (j) **“Housing Condition”** has the meaning ascribed to that term in Recital C;
- (k) **“Income Assistance”** means income received under the *Employment and Assistance Act* (British Columbia), the *Employment and Assistance for Persons with Disabilities Act* (British Columbia), or their respective successor legislation, which for greater certainty, does not include “hardship assistance” defined in the foregoing legislation;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (m) **“Lands”** means the lands described in Item 2 in the Form C attached hereto;
- (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, 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) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (p) **“Owner”** means the Transferor, THE NATIVES OF TOI SHAN BENEVOLENT SOCIETY, and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then **“Owner”** includes, without limitation, any strata corporation thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;

- (q) **“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, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (r) **“Residential Tenancy Act”** means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (s) **“Shelter Rate Housing”** means Rental Housing where the tenant’s contribution towards rent is no more than the shelter component of Income Assistance (\$500 for a single person, as of November 2024);
- (t) **“SRO Units”** means thirty two (32) single room occupancy residential units to be refurbished within the Building, which units will comply with the terms hereof applicable to the same, and **“SRO Unit”** means any one of them, and those terms include each and all units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (u) **“Term”** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) the date that is ten (10) years from the date on which the final Occupancy Permit is issued for the renovated Building; and
- (v) **“Vancouver Charter”** means the *Vancouver Charter* S.B.C. 1953, c. 55.

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 with the City that:
 - (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will promptly renovate, and throughout the Term will diligently repair and maintain, the SRO Units in accordance with the Development Permit, any building permit issued pursuant thereto, and the requirements of this Agreement;
 - (c) throughout the Term, not less than eleven (11) of the SRO Units (being one third of the total) will be used only for Shelter Rate Housing;
 - (d) 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 SRO Unit to be sold or otherwise transferred unless title to every SRO Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the SRO Units;

- (e) throughout the Term, it will not suffer, cause or permit the Building or the Lands to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (f) throughout the Term, any sale of a SRO Unit in contravention of the covenant in Section 2.1(d), and any subdivision of the Building or the Lands in contravention of Section 2.1(e), 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;
- (g) it will insure, or cause to be insured, the Building, the SRO Units 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; and
- (h) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the SRO Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
RECORD KEEPING**

- 3.1 The Owner will keep accurate records pertaining to the use and occupancy of the SRO Units, such records to 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 4
ENFORCEMENT**

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

**ARTICLE 5
RELEASE AND INDEMNITY**

- 5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:
 - (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving any design, specifications, materials and methods for construction of the renovations of the Building contemplated by the Development Permit;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

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

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

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

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior 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 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 Arts, Culture and
Community Services and the Director of Legal Services

- (b) if to the Owner:

The Natives of Toi Shan Benevolent Society
237 Easting Hastings Street

Vancouver, British Columbia, V6A 1P2

Attention: Board President

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

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

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

ARTICLE 7 MISCELLANEOUS

- 7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands.
- 7.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 7.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 7.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 7.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be

deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 7.6 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.
- 7.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the 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.
- 7.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 7.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

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

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

END OF DOCUMENT