

**EXPLANATION****A By-law to amend the Licence By-law No. 4450  
Regarding Business Hours and Miscellaneous Amendments**

Enactment of this by-law will implement Council's resolution on July 22, 2025 to amend the Licence By-law regarding business hours and regulations for Liquor Establishments and Restaurants and other miscellaneous amendments including the extension of maximum liquor service to 4:00 am for Liquor Primary businesses located in the Downtown.

Director of Legal Services  
September 16, 2025

## **BY-LAW NO.**

### **A By-law to amend the Licence By-law No. 4450 Regarding Business Hours 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 Licence By-law No. 4450.
2. In section 2, Council adds the following new definitions in the correct alphabetical order:
  - (a) “**Downtown** means that area outlined in black on Schedule E.”;
  - (b) “**Downtown Eastside** means that area outlined in black on Schedule F.”;
  - (c) “**Outside Downtown - A** means that area outlined in black on Schedule G.”; and
  - (d) “**Outside Downtown - B** means that area outlined in black on Schedule H.”.
3. Council adds a new section 11.8 in the correct numerical order as follows:

#### **“BUSINESS PREMISES REGULATION OF HOURS**

- 11.8 In the Downtown Eastside, the following business premises may only remain open for business from 6:00 a.m. to 2:00 a.m. each day, and must otherwise be closed for business:
- (a) Barber Shop or Beauty Salon;
  - (b) Bottle Depot;
  - (c) Cheque Cashing Centre;
  - (d) Dating Service;
  - (e) Fitness Centre;
  - (f) Laundry Services;
  - (g) Limited Service Food Establishment with Liquor Service;
  - (h) Limited Service Food Establishment without Liquor Service;
  - (i) Postal Rental Agency;
  - (j) Restaurant;
  - (k) Retail Dealer;
  - (l) Retail Dealer - Food;



- (m) Social Escort Agency;
- (n) Tanning Salon or Tattoo and Piercing Studio;
- (o) Theatre,

except that the Chief Licence Inspector may permit temporary extensions of hours for Restaurants, Limited Service Food Establishments with Liquor Service, and Limited Service Food Establishments without Liquor Service.”.

4. In section 21.3, Council:

- (a) in subsection (1):
  - (i) strikes out clauses (a) through (j); and
  - (ii) renumbers clauses (k) through (o) as clauses (a) through (e), respectively;
- (b) strikes out subsection (2) in its entirety;
- (c) renumbers subsections (3) through (11) as subsections (2) through (10), respectively;
- (d) strikes out subsection (2) and substitutes the following:
 

“(2) The licensee of a standard hours liquor establishment – class 3, standard hours liquor establishment – class 4, standard hours liquor establishment – class 5, standard hours liquor establishment – class 6, extended hours liquor establishment – class 3, extended hours liquor establishment – class 4, extended hours liquor establishment – class 5, or extended hours liquor establishment – class 6 must ensure that at least one employee provides security for the liquor establishment from the earlier of the following until closing:

  - (a) 10:00 p.m.; and
  - (b) the time that the number of customers exceeds 200.”;
- (e) strikes out subsection (4) in its entirety;
- (f) renumbers subsections (5) through (10) as subsections (4) through (9), respectively;
- (g) strikes out subsections (4)(a), (b) and (c) and substitutes the following:
 

“(a) between 10:00 p.m. and closing, implement reasonable measures to prevent the entry of weapons into the liquor establishment, which may include any of the following:

  - (i) visual inspections of bags, purses and clothing,

(ii) the use of metal detectors, including held-held devices,

except that if the Chief Licence Inspector determines that the measures taken are not effective, the Chief Licence Inspector may require other or additional measures to be taken; and

(b) if the measures referred to in subsection (a) indicate that a person may have a weapon on their person or in their belongings and the person cannot eliminate that indication, refuse the person entry to the liquor establishment.”;

(h) adds new subsections (10), (11) and (12) as follows:

“(10) Standard hours liquor establishments located in the following areas may only remain open for business during the hours on the days set out below for that area, and must otherwise be closed for business:

(a) Downtown and Outside Downtown – B, from 9:00 a.m. to 2:00 a.m. each day; and

(b) Outside Downtown - A:

(i) from 9:00 a.m. to 12:00 a.m. Sunday to Thursday, and

(ii) from 9:00 a.m. to 1:00 a.m. on Friday and Saturday.

(11) Extended hours liquor establishments located in the following areas may only remain open for business during the hours on the days set out for that area, and must otherwise be closed for business:

(a) Downtown, from 9:00 a.m. to 4:00 a.m. each day;

(b) Outside Downtown – B, from 9:00 a.m. to 3:00 a.m. each day; and

(c) Outside Downtown - A:

(i) from 9:00 a.m. to 2:00 a.m. Sunday to Thursday, and

(iii) From 9:00 a.m. to 3:00 a.m. on Friday and Saturday.

(12) Despite subsections (10) and (11), the Chief Licence Inspector may permit temporary extensions of liquor establishment hours.”.

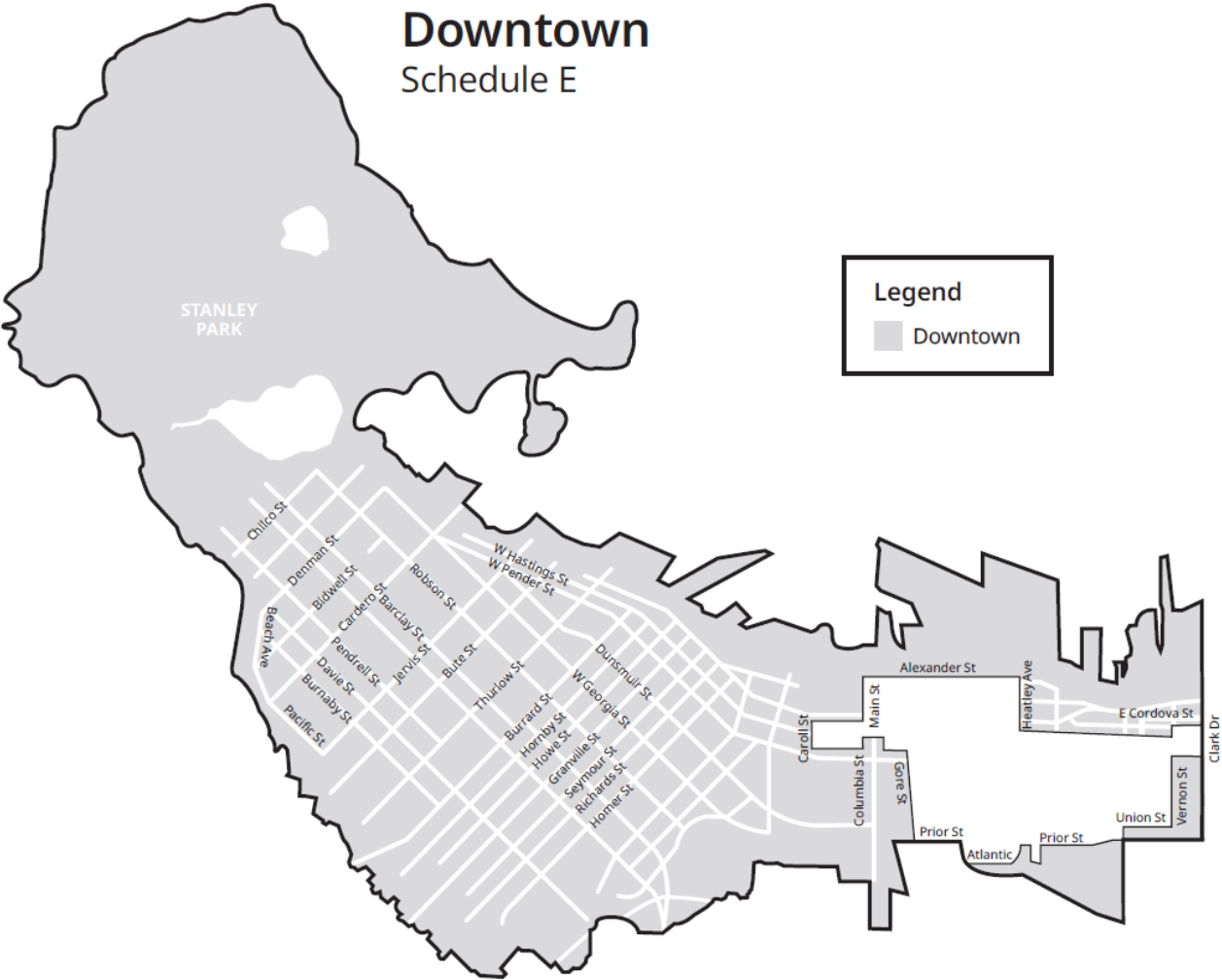
5. Council strikes out section 27.1(2) and substitutes the following:

“(2) The owner or operator of a restaurant – class 1 with liquor service or restaurant – class 2 with liquor service must not serve, or allow the serving of, liquor to any customer between 2:00 a.m. and 9:00 a.m. on any day,

except that the Chief Licence Inspector may reduce the hours of liquor service for a restaurant – class 1 with liquor service or restaurant – class 2 with liquor service

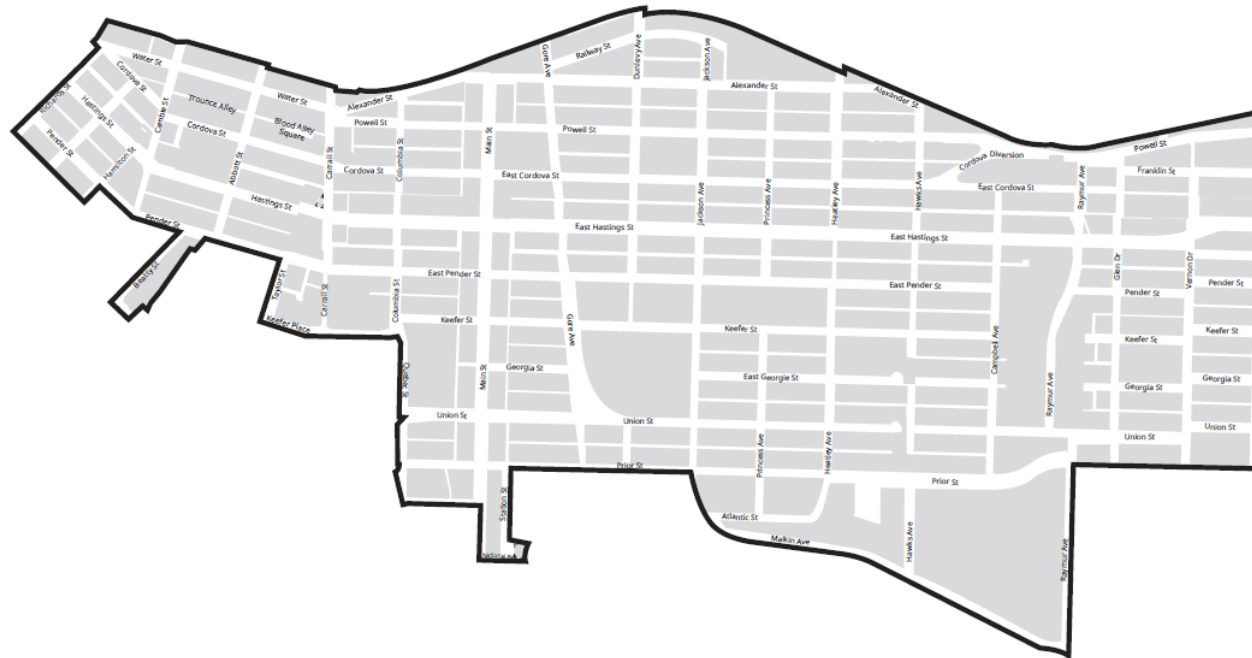
\_\_\_\_\_  
City Clerk

Schedule A



# Downtown Eastside

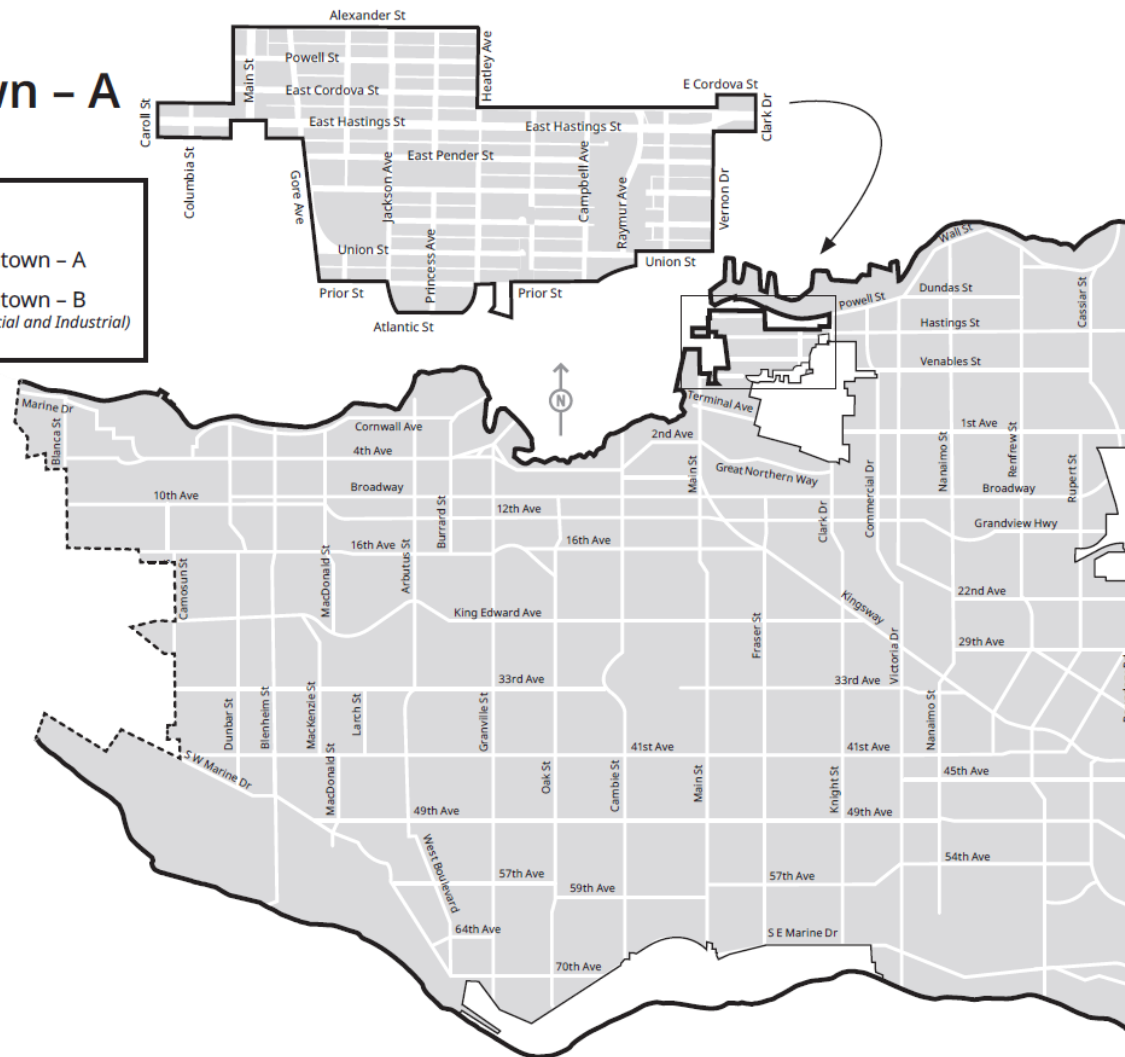
## Schedule F



# Outside Downtown – A Schedule G

## Legend

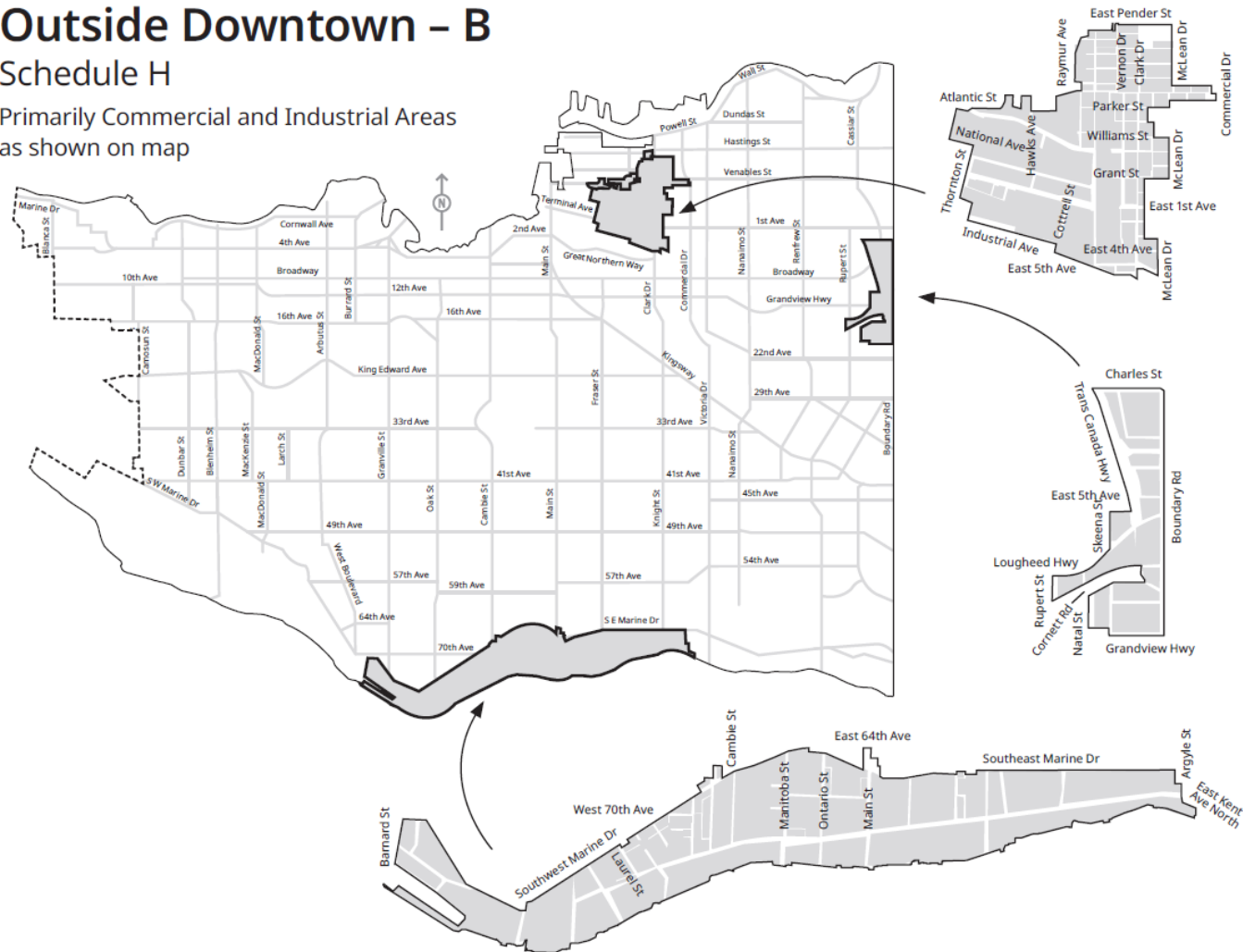
- Outside Downtown – A
- Outside Downtown – B  
(Primarily Commercial and Industrial)  
– see Schedule H



# Outside Downtown - B

## Schedule H

Primarily Commercial and Industrial Areas  
as shown on map



**EXPLANATION****A By-law to amend  
Secondhand Dealers and Pawnbrokers By-law No. 2807  
Regarding Business Hours**

Enactment of this by-law will implement Council's resolution on July 22, 2025 to amend the Secondhand Dealers and Pawnbrokers By-law to incorporate the Business Premises Regulation of Hours By-law regulations for Secondhand Dealers and Pawnbrokers.

Director of Legal Services  
September 16, 2025



**BY-LAW NO.**

**A By-law to amend  
Secondhand Dealers and Pawnbrokers By-law No. 2807  
Regarding Business Hours**

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

1. This by-law amends the indicated provisions of the Secondhand Dealers and Pawnbrokers By-law No. 2807.
2. In section 1.2, Council adds the following definition in the correct alphabetical order:  
““Downtown Eastside” means that area outlined in black on Schedule C;”.
3. Council adds a new section 2.23 in the correct numerical order as follows:  
“2.23 If a secondhand dealer’s premises are located in the Downtown Eastside, the premises may only remain open for business from 6:00 a.m. to 2:00 a.m. each day, and must otherwise be closed for business.”.
4. Council adds a new section 3.21 in the correct numerical order as follows:  
“3.21 If a pawnbroker’s premises are located in the Downtown Eastside, the premises may only remain open for business from 6:00 a.m. to 2:00 a.m. each day, and must otherwise be closed for business.”.
5. In section 4, Council adds a new section 4.4 in the correct numerical order as follows:  
“4.4 Despite the minimum fines referred to in sections 4.2 and 4.3, every person who commits an offence against section 2.23 or 3.21 is liable to a fine of not less than \$250.00 for each offence.”.
6. Council adds a new Schedule C in the correct alphabetical order as attached to this by-law as Schedule A.
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                      , 2025

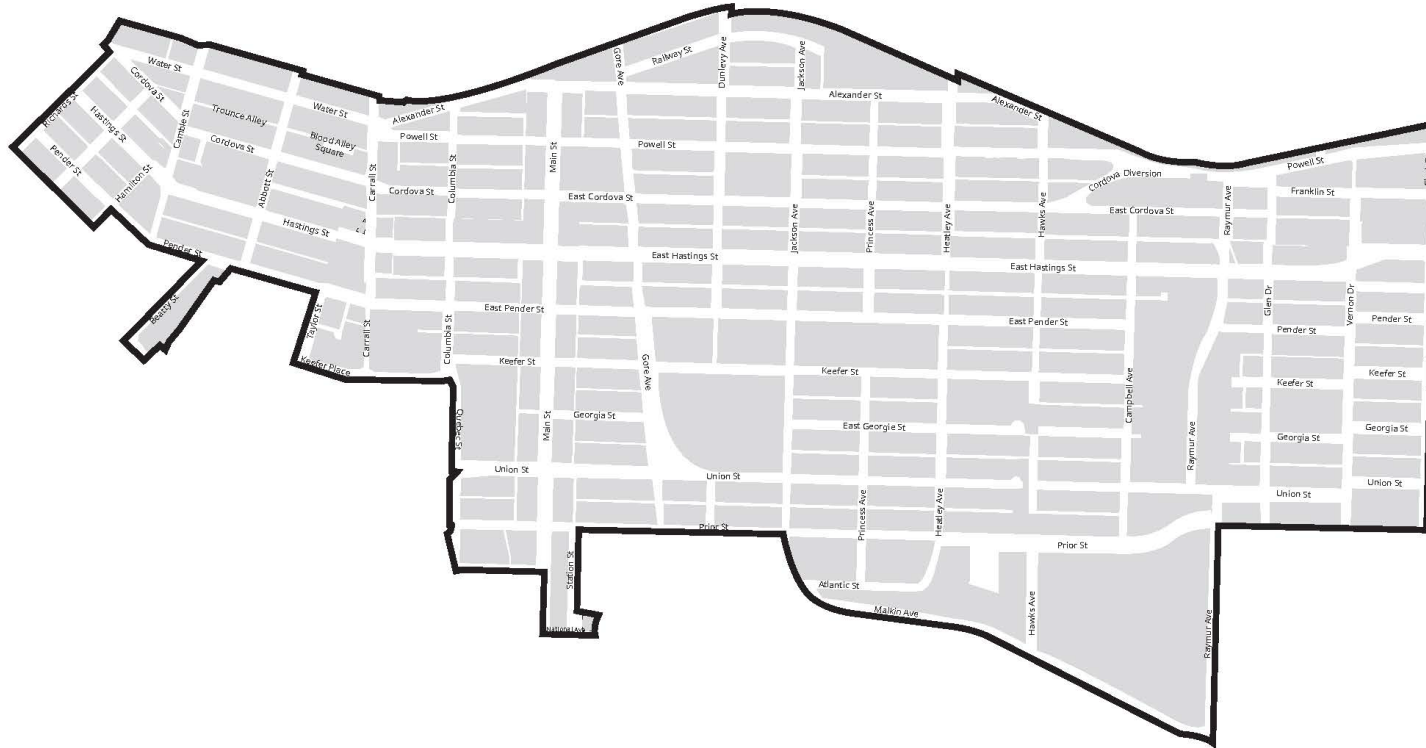
\_\_\_\_\_  
Mayor

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

## Schedule A

# Downtown Eastside

## Schedule C



**EXPLANATION****By-law to repeal  
Business Premises Regulation of Hours By-law No. 8022**

Enactment of this by-law will implement Council's resolutions on July 22, 2025 to repeal the Business Premises Regulation of Hours By-law.

Director of Legal Services  
September 16, 2025

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

**A By-law to repeal  
Business Premises Regulation of Hours By-law No. 8022**

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

1. Council repeals Business Premises Regulation of Hours By-law No. 8022.
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 the Standards of Maintenance By-law No. 5462  
regarding miscellaneous amendments**

In accordance with a Council resolution of June 11, 2024, the Standards of Maintenance By-law was amended to reduce the time required to elapse before the City could take certain actions from 60 days to 30 days. Staff inadvertently overlooked other time periods that should have been amended. This By-law corrects that oversight.

Director of Legal Services  
September 16, 2025

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

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

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

1. This By-law amends the indicated provisions of Standards of Maintenance By-law No. 5462.
2. Council strikes “60” from sections 23.8 and 23.8A and replaces it with “30”.
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  
Ticket Offences By-law No. 9360  
regarding a housekeeping amendment**

The attached by-law will correct a spelling error in Table 3 of the Ticket Offences By-law.

Director of Legal Services  
September 16, 2025

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

**A By-law to amend the  
Ticket Offences By-law No. 9360  
regarding a housekeeping amendment**

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

1. This by-law amends the indicated provisions and schedules of the Ticket Offences By-law No. 9360.
2. In Table 3, Council strikes out “Chef” wherever it appears, and substitutes “Chief”.
3. This by-law is to come into force and take effect on the date of enactment.

ENACTED by Council this      day of      , 2025

Mayor

City Clerk



**EXPLANATION****A By-law to amend  
CD-1 (285) By-law No. 6963**

Following the Public Hearing on September 5, 2018, Council resolved to amend CD-1 (285) to at 950 West 41st Avenue to permit the phased redevelopment of the Jewish Community Centre campus with a nine-storey replacement building, including private childcare and a mixed-use building. The Director of Planning has advised that prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
September 16, 2025

950 West 41st Avenue  
(Jewish Community Centre)

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

**A By-law to amend CD-1 (285) By-law No. 6963**

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

1. Council strikes out Sections 1 through 5 and substitutes:

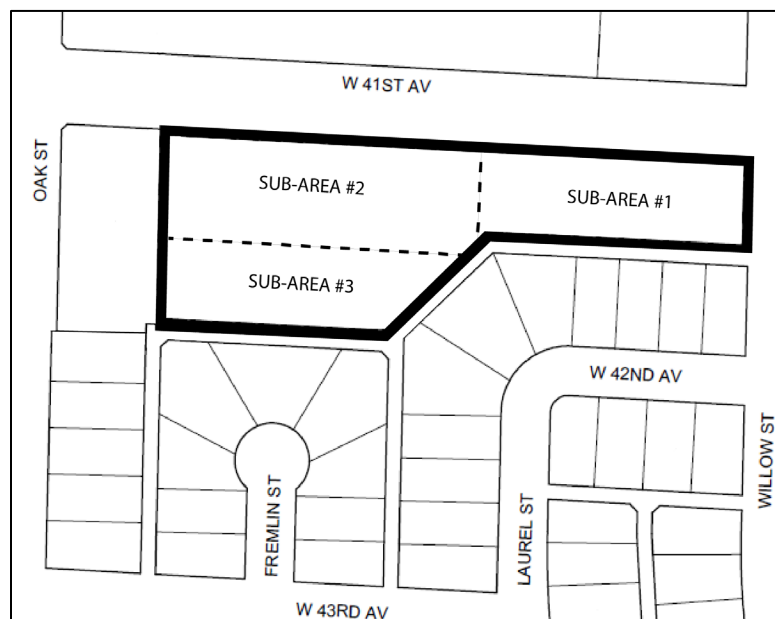
**“Zoning District Plan Amendment**

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 marginally numbered Z-744 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Sub-areas**

2. The site is to consist of three sub-areas approximately as illustrated in Figure 1, solely for the purpose of allocation of maximum permissible height.

Figure 1



## **Uses**

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (285).

3.2 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 (285), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural or Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, Park or Playground, Swimming Pool, and Theatre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law, and Multiple Dwelling;
- (c) Institutional Uses, limited to Child Day Care Facility, Church, School - Elementary, and School - Secondary;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing, and Printing and Publishing;
- (e) Office Uses;
- (f) Retail Uses; limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self Improvement, School - Business, and School - Vocational or Trade;
- (h) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (i) Accessory uses customarily ancillary to the uses permitted in this section.

## **Conditions of Use**

4.1 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for the following:

- (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.

4.2 The design and layout of at least 50% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

### **Floor Area and Density**

5.1 Computation of floor space ratio must assume that the site area is 13,527.2 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 4.49, except that the floor space ratio for residential uses is limited to 2.49.

5.3 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.

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks or 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 all such exclusions must not exceed 12% of the residential floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that 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, which

are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and

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

5.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

5.6 The use of floor area excluded under sections 5.4 and 5.5 must not include any use other than that which justified the exclusion.

### **Building Height**

6. Building height, measured from base surface to the top of roof parapet above the uppermost storey, must not exceed the maximum heights set out in the table below.

| <b>Sub-area</b> | <b>Maximum building height</b> |
|-----------------|--------------------------------|
| 1               | 37.0 m                         |
| 2               | 88.0 m                         |
| 3               | 23.0 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 from 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 of 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 including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (285).

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 units, or
  - (ii) 9.3 m<sup>2</sup>.

### **Acoustics**

8. A development permit application for dwelling uses must include an acoustical report prepared by a licensed 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".                    |

2. Council re-numbers section 6 as section 9.

### **Severability**

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.

### **Force and effect**

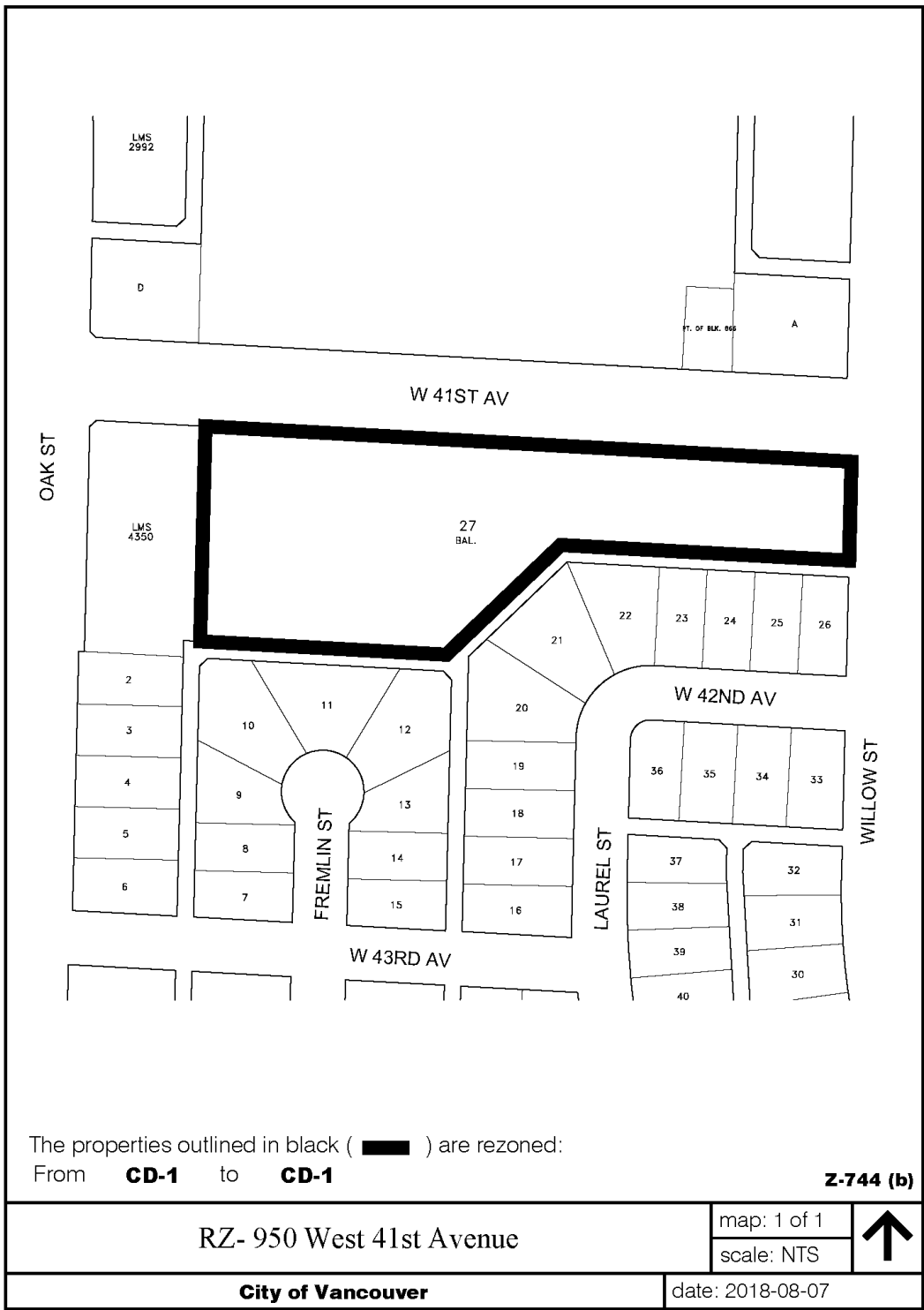
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2025

\_\_\_\_\_  
Mayor

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

Schedule A



**EXPLANATION****A By-law to amend the Sign By-law  
Re: 950 West 41st Avenue**

At the Public Hearing on September 5, 2018, 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  
September 16, 2025



950 West 41st Avenue  
(Jewish Community Centre)

**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:

“

|                      |           |      |     |
|----------------------|-----------|------|-----|
| 950 West 41st Avenue | CD-1(285) | 6963 | C-2 |
|----------------------|-----------|------|-----|

”

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 \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 950 West 41st Avenue**

After the Public Hearing on September 5, 2018, 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  
September 16, 2025

950 West 41st Avenue  
(Jewish Community Centre)

**BY-LAW NO.**

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

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

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

“

|       |      |                                  |
|-------|------|----------------------------------|
| (285) | 6963 | 950 West 41 <sup>st</sup> Avenue |
|-------|------|----------------------------------|

9:

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            , 2025

Mayor

City Clerk

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 950 West 41st Avenue**

After the Public Hearing on September 5, 2018, Council resolved to add 950 West 41st Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
September 16, 2025

950 West 41st Avenue  
(Jewish Community Centre)

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

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

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

1. This by-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by adding the following:

“

|                                                |      |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------|------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 950 West 41st Avenue (Jewish Community Centre) | 6963 | (285) | <p>Parking, loading and bicycle spaces in accordance with by-law requirements on September 16, 2025, except that:</p> <ul style="list-style-type: none"> <li>(i) a minimum of 1 drop-off space for every 8 full time equivalent childcare spaces, and 2 staff parking spaces for the child day care facility, must be provided; and</li> <li>(ii) a minimum of 2 Class A bicycle spaces for the child day care facility must be provided.</li> </ul> |
|------------------------------------------------|------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

”

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 \_\_\_\_\_, 2025

Mayor

City Clerk

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 185 – 193 Southwest Marine Drive**

After the public hearing on January 18, 2022, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
September 16, 2025

**BY-LAW NO.**

## A By-law to enact a Housing Agreement for 185 – 193 Southwest Marine 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:

010-252-266

Lot 25 of Lot E Blocks 6 and 7 District Lot 322 Plan 3354

012-994-324

Lot 26, Except Part in Explanatory Plan 6887 of Lot E  
Blocks 6 and 7 District Lot 322 Plan 3354

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Bell Alliance LLP**  
**201 1367 West Broadway**  
**Vancouver BC V6H 4A7**  
**604-873-8723**

2. Description of Land

PID/Plan Number      Legal Description

**010-252-266      LOT 25 OF LOT E BLOCKS 6 AND 7 DISTRICT LOT 322 PLAN 3354**

**012-994-324      LOT 26, EXCEPT PART IN EXPLANATORY PLAN 6887 OF LOT E BLOCKS 6 AND 7 DISTRICT LOT 322 PLAN 3354**

3. Nature of Interest

Type

Number

Additional Information

**COVENANT**

**Section 219**

**Entire Agreement**

**PRIORITY AGREEMENT**

**granting the above covenant priority over Mortgage CB2192941 and Assignment of Rents CB2192942**

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**1034903 B.C. LTD., NO.BC1034903**

**BEEM CREDIT UNION, 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)

Geoffrey Legg  
Lawyer and Notary Public  
Bell Alliance LLP  
#201 - 1367 West Broadway  
Vancouver, B.C. Canada V6H 4A7  
(604) 873 - 8723

YYYY-MM-DD  
2025-05-20

1034903 B.C. LTD.

By their Authorized Signatory

  
Krista Chand

#### 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

NATIONAL BANK OF CANADA

as to priority

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

City of Vancouver

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.



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

**1034903 B.C. LTD.**

By their Authorized Signatory

\_\_\_\_\_  
**Krista Chand**

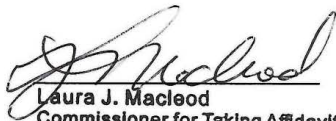
### Officer Certification

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)

  
**Laura J. Macleod**  
Commissioner for Taking Affidavits  
For the Province of British Columbia  
Expiry: October 31, 2027  
1250 Lonsdale Ave.  
North Vancouver, BC V7M 2H6

YYYY-MM-DD

2025 08 12

**Beem Credit Union**

as to priority

By their Authorized Signatory

\_\_\_\_\_  
**Nick Papoutsis**  
Assistant Vice President, Credit  
Beem Credit Union

### Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**City of Vancouver**

By their Authorized Signatory

\_\_\_\_\_

### 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  
FOR-PROFIT AFFORDABLE RENTAL HOUSING  
185 - 193 SW MARINE DRIVE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1034903 B.C. LTD., as more particularly defined in Section 1.1 is called the "Owner"; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-1 (Residential) District to CD-1 (Comprehensive Development) District (the "Rezoning Application") to permit the residential development with one six-storey secured market rental building and one three-storey secured market rental townhouse building for a total of 46 secured market rental residential units, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing 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 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 Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **"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;
- (h) **"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;
- (i) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (j) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;
- (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class B for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
- (l) **"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;
- (m) **"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 his/her successors in function and their respective nominees;



- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (o) **"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;
- (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, 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;
- (q) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and 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 Rezoning By-law and 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 issued after the Effective Date;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely 1034903 B.C. LTD., and its successors and permitted assigns;
- (t) **"Owner's Personnel"** means any and all of the Owner's officers, directors, employees, agents, nominees, delegates, contractors, subcontractors, licencees, invitees, permittees and lessees;
- (u) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable 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;
- (v) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential

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

- (w) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in section 2.1(c) and **" Replacement For-Profit Affordable Rental Housing Units"** means all of such units;
- (x) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (y) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (z) **"Rezoning By-law"** means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (aa) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (bb) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (cc) **"Vancouver Charter"** means the Vancouver Charter, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (dd) **"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. 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 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) the Lands, the New Building and the For-Profit Affordable Rental Housing Units will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) the Owner will construct, fit and finish the New Building, at its sole cost and expense, and throughout the Term, will maintain not less than the number of Dwelling 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 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") in accordance with the terms of this Agreement;
  - (d) not less than 35% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;
  - (e) the average initial monthly starting rents at occupancy for each unit type of the For-Profit Affordable Rental Housing Units will be at or below the amounts determined in accordance with Section 3.1A(e) of the Vancouver DCL By-law;



- (f) 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 For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;
- (g) 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 For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable;
- (h) 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;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), 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(h), 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;
- (j) 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;
- (k) 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 at least as good a state and condition as existed before such damage occurred;
- (l) 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;
- (m) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (n) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such

replacement Housing Unit, referred to as a “**Replacement For-Profit Affordable Rental Housing Unit**”), for the duration of the Term 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 will be subject, for the remaining duration of the Term, to the same use restrictions as the For-Profit Affordable Rental Housing Units pursuant to this Agreement.

### **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 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 satisfaction of the General Manager of Planning, Urban Design and Sustainability a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; 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 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

### **ARTICLE 4 RECORD KEEPING**

- 4.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:
- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
  - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(l).

**ARTICLE 5  
ENFORCEMENT**

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

**ARTICLE 6  
RELEASE AND INDEMNITY**

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

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

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

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

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 any 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; and

- (c) The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

## 6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); 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, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
  - (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

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

If to the Owner, addressed to:

1034903 B.C. LTD.  
302 - 2818 Main Street  
Vancouver, British Columbia  
V5T 0C1

Attention: President

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

**ARTICLE 8  
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any 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.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 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.
- 8.5 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.

- 8.6 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.
- 8.7 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*.
- 8.8 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 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), subject always to Sections 2.1(g) and 2.1(h), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 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).
- 8.9 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.

- 8.10 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 Agreement:

- (a) **"Existing Chargeholder"** means Beem Credit Union; ~~70000000~~
- (b) **"Existing Charges"** means the Mortgage registered under number CB2192941 and Assignment of Rents registered under number CB2192942;
- (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 Ten Dollars (\$10.00) 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: 215 Princess Avenue**

On May 20, 2025, the City of Vancouver's elected Council approved a Single Room Occupancy Upgrading Grant to the land owner to assist the land owner in making capital improvements to the building, including improving life safety, health and livability in/of the building, subject to, among other things, a condition that the land owner first make arrangements to the satisfaction of the Director of Legal Services, in consultation with the General Manager of Arts, Culture and Community Services, to enter into a Section 219 Covenant Housing Agreement with the City, securing all units in the building as shelter rate housing for a period of 15 years.

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

Director of Legal Services  
September 16, 2025

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 215 Princess Avenue**

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

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

015-586-090

Lot 16 Block 53 District Lot 196 Plan 196

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



Land Title Act

## Charge

General Instrument – Part 1

### 1. Application

**Tiffany Ho**  
**Owen Bird Law Corporation**  
**2900 - 733 Seymour Street**  
**Vancouver BC V6B 0S6**  
**604-688-0401**

File No. 11152-0044 /jj  
215 Princess Ave.

### 2. Description of Land

PID/Plan Number      Legal Description

**015-586-090      LOT 16 BLOCK 53 DISTRICT LOT 196 PLAN 196**

### 3. Nature of Interest

| Type                      | Number | Additional Information                                                                                                                                                                                       |
|---------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COVENANT</b>           |        | <b>Section 219 Covenant<br/>Entire Instrument</b>                                                                                                                                                            |
| <b>PRIORITY AGREEMENT</b> |        | <b>Granting the section 219 Covenant registered<br/>under the number that is one less than this<br/>priority agreement priority over Mortgage No.<br/>BX277519, as modified by BB51827 and<br/>BB1085896</b> |
| <b>PRIORITY AGREEMENT</b> |        | <b>Granting the section 219 Covenant registered<br/>under the number that is two less than this<br/>priority agreement priority over Mortgage No.<br/>CA7985177</b>                                          |

### 4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

### 5. Transferor(s)

**RAINCITY HOUSING AND SUPPORT SOCIETY, NO.S26721**

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (AS TO PRIORITY ONLY)**

### 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

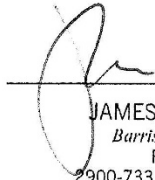
### 8. Execution(s)

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)

  
JAMES H. McBEATH  
Barrister & Solicitor  
P.O. Box 1  
2900-733 SEYMOUR STREET  
VANCOUVER, B.C. V6B 0S6  
(604) 691-7507

YYYY-MM-DD  
2025-09-03

**RAINCITY HOUSING AND SUPPORT  
SOCIETY**

By their Authorized Signatory



Print Name: Christie Little.



Print Name: Kendra Milne

### 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

**BRITISH COLUMBIA HOUSING  
MANAGEMENT COMMISSION (AS TO  
PRIORITY ONLY)**

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.



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

**RAINCITY HOUSING AND SUPPORT  
SOCIETY**

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

2025-07-23

**BRITISH COLUMBIA HOUSING  
MANAGEMENT COMMISSION (AS TO  
PRIORITY ONLY)**

By their Authorized Signatory

**DAWID CIELOSZCZYK**  
*Barrister & Solicitor*  
1701 – 4555 Kingsway  
Burnaby, BC V5H 4V8  
Tel: (604) 439-1711

(AS TO BOTH SIGNATURES)

Michael Pistrin

Ismael Ibrahim

### 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**  
**215 PRINCESS AVENUE**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
  - (i) the Transferor, **RAINCITY HOUSING AND SUPPORT 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 May 20, 2025, the City's Council approved a Single Room Occupancy Upgrading Grant to the Owner to assist the Owner in making capital improvements to the Building, including improving life safety, health and livability 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 all 42 units in the Building as shelter rate housing for a period of 15 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 215 Princess Avenue, 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 capital improvements of the Building described in Recital C above and as more particularly set out in the Council Report presented May 20, 2025 (RTS No. 17802);
- (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, RAINCITY HOUSING AND SUPPORT 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 individual, as of May 2025);
- (t) **“SRO Units”** means forty-two (42) single room occupancy residential units to be upgraded 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 fifteen (15) 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 all of the SRO Units 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:

**RAINCITY HOUSING AND SUPPORT SOCIETY**  
616 Powell Street  
Vancouver, British Columbia, V6A 1H4

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 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 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.

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number BX277519, as modified by BB51827 and BB1085896, and the Mortgage registered under number CA7985177;
- (b) **“Existing Chargeholder”** means the British Columbia Housing Management Commission;
- (c) **“New Charges”** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 512 East Cordova Street**

On May 20, 2025, the City of Vancouver's elected Council approved a Single Room Occupancy Upgrading Grant to the land owner to assist the land owner in making capital improvements to the building, including improving life safety, health and livability in/of the building, subject to, among other things, a condition that the land owner first make arrangements to the satisfaction of the Director of Legal Services, in consultation with the General Manager of Arts, Culture and Community Services, to enter into a Section 219 Covenant Housing Agreement with the City, securing all units in the building as shelter rate housing for a period of 10 years.

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

Director of Legal Services  
September 16, 2025

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 512 East Cordova 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:

015-584-216

Lot 3 Block 58 District Lot 196 Plan 196

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

**Tiffany Ho**  
**Owen Bird Law Corporation**  
**2900 - 733 Seymour Street**  
**Vancouver BC V6B 0S6**  
**604-688-0401**

File No. 11152-0044 /jj  
512 East Cordova St.

2. Description of Land

| PID/Plan Number    | Legal Description                               |
|--------------------|-------------------------------------------------|
| <b>015-584-216</b> | <b>LOT 3 BLOCK 58 DISTRICT LOT 196 PLAN 196</b> |

3. Nature of Interest

| Type                      | Number | Additional Information                                                                                                                                            |
|---------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COVENANT</b>           |        | <b>Section 219 Covenant Entire Instrument</b>                                                                                                                     |
| <b>PRIORITY AGREEMENT</b> |        | <b>Granting the section 219 Covenant registered under the number that is one less than this priority agreement priority over Option to Purchase No. BB1307457</b> |
| <b>PRIORITY AGREEMENT</b> |        | <b>Granting the section 219 Covenant registered under the number that is two less than this priority agreement priority over Mortgage No. BB1307458</b>           |

4. Terms

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

5. Transferor(s)

**RAINCITY HOUSING AND SUPPORT SOCIETY, NO.26721S**  
**PROVINCIAL RENTAL HOUSING CORPORATION (AS TO PRIORITY ONLY)**  
**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (AS TO PRIORITY ONLY)**

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

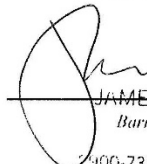
### 8. Execution(s)

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)

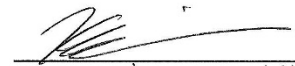
  
**JAMES H. McBEATH**  
*Barrister & Solicitor*  
P.O. Box 1  
1900-733 SEYMOUR STREET  
VANCOUVER, B.C. V6B 0S6  
(604) 691-7507

YYYY-MM-DD  
2025-09-03

**RAINCITY HOUSING AND SUPPORT SOCIETY**

By their Authorized Signatory

  
**Print Name:** Christine Little.

  
**Print Name:** Kendra Milne

### 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

**PROVINCIAL RENTAL HOUSING CORPORATION (AS TO PRIORITY ONLY)**

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

### 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

**RAINCITY HOUSING AND SUPPORT  
SOCIETY**

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

2025-07-23

**PROVINCIAL RENTAL HOUSING  
CORPORATION (AS TO PRIORITY  
ONLY)**

By their Authorized Signatory

Print Name: Michael Pistrin

Print Name: Ismail Ibrahim

**DAVID CIELOSZCZYK**  
Barrister & Solicitor  
1701 – 4555 Kingway  
Burnaby, BC V5H 4V8  
Tel: (604) 433-1711

(AS TO BOTH SIGNATURES)

### 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)

**DAWID CIEŁOSZCZYK**  
*Barrister & Solicitor*  
**1701 – 4888 Kingsway**  
**Burnaby, BC V5H 4V8**  
**Tel: (604) 433-1711**

YYYY-MM-DD

2025-07-23

**BRITISH COLUMBIA HOUSING  
MANAGEMENT COMMISSION (AS TO  
PRIORITY ONLY)**

By their Authorized Signatory

Print Name: Michael Pistrin

Print Name: Ismail Ibrahim

(AS TO BOTH SIGNATURES)

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF VANCOUVER**

By their Authorized Signatory

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  
512 EAST CORDOVA STREET

## WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, **RAINCITY HOUSING AND SUPPORT 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 May 20, 2025, the City's Council approved a Single Room Occupancy Upgrading Grant to the Owner to assist the Owner in making capital improvements to the Building, including improving life safety, health and livability 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 all 24 units in the Building as shelter rate 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 512 East Cordova 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 capital improvements of the Building described in Recital C above and as more particularly set out in the Council Report presented May 20, 2025 (RTS No. 17802);
- (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, RAINCITY HOUSING AND SUPPORT 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 individual, as of May 2025);
- (t) **“SRO Units”** means twenty-four (24) single room occupancy residential units to be upgraded 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 all of the SRO Units 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:

**RAINCITY HOUSING AND SUPPORT SOCIETY**  
616 Powell Street  
Vancouver, British Columbia, V6A 1H4

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 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 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.

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charges” means the Option to Purchase registered under number BB1307457;
- (b) “Existing Chargeholder” means the Provincial Rental Housing Corporation;
- (c) “New Charges” means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charges” means the Mortgage registered under number BB1307458;
- (b) “Existing Chargeholder” means the British Columbia Housing Management Commission;
- (c) “New Charges” means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 701 Kingsway**

At the Public Hearings on November 12 and 14, 2024, 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  
September 16, 2025

701 Kingsway

**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:

“

|              |           |       |     |
|--------------|-----------|-------|-----|
| 701 Kingsway | CD-1(904) | 14397 | C-2 |
|--------------|-----------|-------|-----|

”

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 No. 6555  
Re: 701 Kingsway**

Following the Public Hearings on November 12 and 14, 2024, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
September 16, 2025

701 Kingsway

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

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

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

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

“

|     |       |              |
|-----|-------|--------------|
| 905 | 14397 | 701 Kingsway |
|-----|-------|--------------|

”

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: 430-440 West Pender Street**

At the Public Hearing on November 14, 2023, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
September 16, 2025

430-440 West Pender 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:

“

|                            |           |       |    |
|----------------------------|-----------|-------|----|
| 430-440 West Pender Street | CD-1(905) | 14398 | DD |
|----------------------------|-----------|-------|----|

”

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 No. 6555  
Re: 430-440 West Pender Street**

Following the Public Hearing November 14, 2023, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
September 16, 2025

430-440 West Pender Street

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

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

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

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

“

|     |       |                            |
|-----|-------|----------------------------|
| 905 | 14398 | 430-440 West Pender Street |
|-----|-------|----------------------------|

”

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****Authorization to enter into a Housing Agreement  
Re: 1965 šx<sup>w</sup>məθk<sup>w</sup>əy<sup>ə</sup>masə<sup>m</sup> Street (1965 Musqueamview Street)**

On February 20, 2025 the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner 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  
September 16, 2025

**A By-law to enact a Housing Agreement  
for 1965 šx<sup>w</sup>məθk<sup>w</sup>əy<sup>ə</sup>masəm Street (1965 Musqueamview 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                      , 2025

\_\_\_\_\_  
Mayor

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



Land Title Act

Charge

General Instrument – Part 1

1. Application

Bell Alliance LLP  
201 1367 West Broadway  
Vancouver BC V6H 4A7  
604-873-8723

2. Description of Land

| PID/Plan Number | Legal Description                                  |
|-----------------|----------------------------------------------------|
| 010-909-591     | LOT A OF LOT 7 BLOCK 25 DISTRICT LOT 540 PLAN 6325 |

3. Nature of Interest

| Type               | Number | Additional Information                                      |
|--------------------|--------|-------------------------------------------------------------|
| COVENANT           |        | Section 219<br>Entire Instrument                            |
| PRIORITY AGREEMENT |        | granting above Covenant priority over<br>Mortgage CA9544751 |

4. Terms

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

5. Transferor(s)

1326979 B.C. LTD., NO.BC1326979  
CANADIAN IMPERIAL BANK OF COMMERCE, 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)

Lisa Nivo  
Lawyer and Notary Public  
Bell Alliance LLP  
#201 – 1367 West Broadway  
Vancouver, B.C. Canada V6H 4A7  
(604) 673 – 8723

YYYY-MM-DD

2025-07-25

1326979 B.C. LTD.

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)



Kym Michael Daley, Notary Public, Province of Ontario,  
limited to the attestation of instruments and the taking  
of affidavits, for Canadian Imperial Bank of Commerce  
and CIBC Mortgages Inc. Expires January 30, 2027.

YYYY-MM-DD

2025/08/06

CANADIAN IMPERIAL BANK OF

COMMERCE

as to priority

By their Authorized Signatory



MITAL ACHARYA  
ASSISTANT GENERAL MANAGER

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER

By their Authorized Signatory

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.

Kym Michael Daley  
PO Box 115,  
Commerce Court Postal Station  
Toronto, ON M5L 1E5





**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**

**1965 ƛxʷməθkʷəy̓əməsəm STREET (1965  
MUSQUEAMVIEW STREET)**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 1326979 B.C. LTD., is called the “**Owner**”, as more particularly defined in Section 1.1(s); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “**City**” or the “**City of Vancouver**” when referring to corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2024-00894 (the “**Development Application**”) to add, alter and convert the existing two-family dwelling to a three-storey Multiple Conversion Dwelling containing five dwelling units (including one rental unit), providing one surface parking having vehicular access from the 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, 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 one (1) residential unit, as secured market rental housing, excluding Seniors Supportive or Assisted Housing, for a term equal to the longer of 60 years and the life of the building, subject to the following additional conditions:
- i. a no separate-sales covenant;
  - ii. a no stratification covenant;
  - iii. that none of such units will be rented for less than one month at a time;
  - iv. such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require; 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) **“Combined Strata Lot”** has the meaning set out in Section 6.1(a);
- (g) **“Development”** has the meaning ascribed to it in Recital C;
- (h) **“Development Application”** has the meaning ascribed to it in Recital C;
- (i) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (j) **“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;
- (k) **“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;
- (l) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (m) **“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;
- (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 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;
- (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, 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;
- (q) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (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 issued after the Effective Date;
- (s) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely, 1326979 B.C. Ltd. and its successors and permitted assigns;
- (t) **“Partial Discharge”** has the meaning ascribed to it in Section 6.1(b);
- (u) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Unit is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) **“Rental Housing Unit”** means one (1) Dwelling Unit of Rental Housing within the New Building upon its completion, as part of the Development, which unit will

comply with the terms in this Agreement and the Development Permit applicable to the same;

- (x) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c);
- (y) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (z) **“Strata Corporation”** means the strata corporation formed upon deposit of the Strata Plan at the Land Title Office;
- (aa) **“Strata Plan”** has the meaning ascribed to it in Section 6.1(a);
- (bb) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c.43, as may be amended or replaced from time to time;
- (cc) **“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;
- (dd) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (ee) **“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 the Rental Housing Unit, 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, the Rental Housing Unit 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 Rental Housing Unit 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 Rental Housing Unit 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 one (1) replacement Rental Housing Unit, which replacement Rental Housing Unit during the remainder of the Term, will also be used only for the purpose of providing Rental Housing (the 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 Unit will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Unit is 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, the 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 the Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to it is sold or otherwise transferred together with the other Dwelling Unit that together with the Rental Housing Unit comprise the Combined Strata Lot and subject to Section 8.7;
- (f) subject to Section 6.1, 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;
- (g) throughout the Term, that any sale of the 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 Rental Housing Unit 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 units;
- (i) if the Rental Housing Unit, 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 Rental Housing Unit 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 Arts, Culture and Community Services:
  - (A) proof of the insurance, consistent with the requirements of Section 2.1(j), in form and substance satisfactory to the General Manager of Arts, Culture and Community Services, is in force and effect; and
  - (B) proof that the Lands have been subdivided by the Strata Plan so as to create, *inter alia*, the Combined Strata Lot, as described in Section 6.1; 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 5.1, 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); and

- (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 SUBDIVISION OF THE LANDS

**6.1 By Strata Plan.** Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of a strata plan (the "**Strata Plan**"), provided that the Rental Housing Unit will thereafter be contained within a single strata lot together with one other Dwelling Unit (the "**Combined Strata Lot**"); and

- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Combined Strata Lot, the Owner may apply to the City for a partial discharge of this Agreement (the "**Partial Discharge**") with respect to any strata lot other than the Combined Strata Lot and the Common Property and the City will on request of the Owner execute and deliver a registrable Partial Discharge in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that the 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 Unit pursuant to this Agreement;
  - (ii) the Partial 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 the Partial Discharge; and
  - (iv) the preparation and registration of the Partial Discharge will be without cost to the City.

**6.2 Partial Discharge.** Notwithstanding anything else contained herein, following the subdivision and Partial Discharge contemplated in Section 6.1, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to the Rental Housing Unit and this Agreement and the obligations and restrictions contained herein will not apply to any other portion of the Lands.

## **ARTICLE 7 NOTICES**

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

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

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

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

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

**1326979 B.C. Ltd.**  
29-8031 General Currie Road  
Richmond, British Columbia  
V6Y 1E5

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

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

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

#### **ARTICLE 8 MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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 CA9544751;
- (b) **"Existing Chargeholder"** means Canadian Imperial Bank of Commerce;
- (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**

**A By-law to amend the Zoning and Development By-law No. 3575  
regarding amendments to enable authority  
to secure public amenities, facilities, utilities and land  
as conditions of development permit approval**

Following the Public Hearing on July 10, 2025, Council resolved to amend the Zoning and Development By-law regarding authority to impose development permit conditions requiring public amenities, facilities, utilities and land. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
September 16, 2025



**BY-LAW NO.**

**A By-law to amend the Zoning and Development By-law No. 3575  
regarding amendments to enable authority  
to secure public amenities, facilities, utilities and land  
as conditions of development permit approval**

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

1. This by-law amends the indicated provisions and Schedules of the Zoning and Development By-law No. 3575.
2. In section 2, Council amends the definition of “Rental Housing Unit” by substituting “4.3.13” for “4.3.9”.
3. In section 4.3, Council:
  - (a) rennumbers sections 4.3.3 through 4.3.9 as sections 4.3.7 through 4.3.13, respectively;
  - (b) strikes “4.3.3(d)” from the renumbered section 4.3.8 and replaces it with “4.3.7(d)”;
  - (c) adds new sections 4.3.3 through 4.3.6 in the correct numerical order as follows:
    - “4.3.3 The authority of the Director of Planning or the Development Permit Board to impose conditions on a development includes the authority to require that the applicant, as a condition of a development permit:
      - (a) provide public amenities, facilities, or utilities;
      - (b) provide land or an interest in land for any public amenities, facilities, or utilities; and
      - (c) retain and enhance any natural physical features of the parcel being developed.
    - 4.3.4 In imposing a condition of development under section 4.3.3 above, the Director of Planning or the Development Permit Board may only impose such conditions as are reasonably required to address the direct impacts of the proposed development.
    - 4.3.5 The authority under section 4.3.3 above includes the authority to require that any public amenities, facilities or utilities listed in Schedule I of this by-law, or land required for such purposes, be provided at no cost to the City.
    - 4.3.6 If a dedication of land is required under section 4.3.3(b), it will be deemed not to reduce the site area for the purpose of calculating floor space ratio.”.
4. In the RT-11 District Schedule, Council strikes out section 4.7 in its entirety.

5. In the RM-1 District Schedule and the RM-7 and RM-7A Districts Schedule, Council strikes out section 4.8 in its entirety.
6. In the RM-8 and RM-8A Districts Schedule, Council strikes out section 4.9 in its entirety.
7. In the RM-10 District Schedule, Council strikes out section 4.6 in its entirety.
8. In the RM-11 District Schedule and the RM-12 District Schedule, Council strikes out section 4.5 in its entirety.
9. In the FM-1 District Schedule, Council strikes out section 4.2 in its entirety.
10. In the C-2 District Schedule, the C-2B District Schedule, the C-2C District Schedule, and the C- 2C1 District Schedule, Council strikes out section 4.3 in its entirety.
11. Council adds a new Schedule I as attached hereto as Appendix 1, in the correct alphabetical order.
12. 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.
13. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      ,                      2025

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Mayor

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City Clerk

## **Appendix 1**

### **Schedule I**

#### **Development Permit Conditions Regarding Amenities, Facilities and Utilities**

This is Schedule “I” to By-law No. 3575, being the “Zoning and Development By-law”.

The public amenities, facilities, or utilities listed in this Schedule, or land required for such purposes, can be required as a condition of a development pursuant to sections 4.3.3, 4.3.4, and 4.3.5 of the Zoning and Development By-law.

#### **1 Improvements to the City’s Sewer and Drainage System**

- (a) Sanitary system improvements, including pipes and pumping stations.
- (b) Drainage system improvements, including pipes, pumping stations, open conveyance channels such as creeks and green rainwater infrastructure.
- (c) Separation and improvements of combined sewers.
- (d) Flood management infrastructure, including dikes and foreshore erosion mitigation.
- (e) Groundwater management improvements.

#### **2 Improvements to the City’s Drinking Water and Fire Fighting System**

- (a) Water system improvements, including: distribution mains, transmission mains, pressure-reducing valve stations and associated appurtenances; water fountains; and fire hydrants.

#### **3 Solid Waste Management**

- (a) On-site and off-site solid waste management facilities and infrastructure, including adequate space for storing all waste streams, separate waste rooms for commercial and residential uses within a development, space for setting out and collection of waste streams on private property, including adequate clearance for collection vehicles.

#### **4 Improvements for Transportation and Streets**

- (a) Access and mobility improvements, including turn bays, bus stops, protected intersections, new or widened sidewalks, new or widened boulevards, new or widened lanes, protected bike lanes, and space and electrical connections for public bike share stations, shared e- scooter stations, and charging stations.
- (b) Road system improvements, including curbs, curb ramps, lane ramps, crossings, road pavements, bus slabs, and catch basins.
- (c) Transportation safety and accessibility, including laneway upgrades, traffic signals, street and lane lighting, roadway reconfiguration and reconstruction to higher

classification, and geometric changes to improve sightlines.

- (d) Traffic calming measures, including speed humps, diverters, street or lane closures, pedestrian bulges, and traffic circles.

## **5 Improvements to the Public Realm**

- (a) Improvements to the public realm, including street or lane closures, sidewalk and boulevard widening, seating and amenity areas, planting areas, streetscape elements such as street furniture, bus stop amenities, lamp standards, public waste bins and associated concrete pads, street trees and horticulture, utility connections for public space programming, and mid-block connections.

**EXPLANATION****2026 Real Property Tax Interest on Arrears**

The attached By-law will implement Council's resolution of September 17, 2025 to set the interest rate for delinquent real property taxes for 2026 at 8.95%.

Director of Legal Services  
September 16, 2025

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

**A By-law to provide for the imposition of interest  
on delinquent property taxes for 2026**

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

1. The name of this By-law, for citation, is the “2026 Real Property Tax Interest By-law”.
2. All real property taxes that are or become delinquent after December 31, 2025, are to bear interest at the rate of 8.95% per annum compounded annually.
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