

EXPLANATION**A By-law to amend the Zoning and Development By-law No. 3575
regarding new R3, R4 and R5 district schedules**

Following the Public Hearing on September 16, 2025, and the Council meeting on October 7, 2025, Council resolved to amend the Zoning and Development By-law to add new low-rise (R3), mid-rise (R4) and high-rise (R5) residential district schedules and a new general Schedule J (Affordable Housing Schedule). Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 21, 2025

BY-LAW NO. _____

**A By-law to amend the Zoning and Development By-law No. 3575
regarding new R3, R4 and R5 district schedules**

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

1. This by-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.
2. Council adds the following new district schedules:
 - (a) R3 Districts Schedule, as attached to this by-law as Schedule A;
 - (b) R4 District Schedule, as attached to this by-law as Schedule B; and
 - (c) R5 Districts Schedule, as attached to this by-law as Schedule C.
3. Council adds a new Schedule J as attached to this by-law as Schedule D, in the correct alphabetical order.
4. 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 plans attached as Schedules E through L to this by-law, and incorporates Schedules E through L into Schedule D of By-law No. 3575.
5. The areas shown within the heavy black outlines on Schedule E to this by-law are rezoned and moved to the R3-2 district.
6. The areas shown within the heavy black outlines on Schedule F to this by-law are rezoned and moved to the R3-3 district.
7. The areas shown within the heavy black outlines on Schedule G to this by-law are rezoned and moved to the R4-1 district.
8. The areas shown within the heavy black outlines on Schedule H to this by-law are rezoned and moved to the R5-1 district.
9. The areas shown within the heavy black outlines on Schedule I to this by-law are rezoned and moved to the R5-2 district.
10. The areas shown within the heavy black outlines on Schedule J to this by-law are rezoned and moved to the R5-3 district.
11. The areas shown within the heavy black outlines on Schedule K to this by-law are rezoned and moved to the R5-4 district.
12. The areas shown within the heavy black outlines on Schedule L to this by-law are rezoned and moved to the R1-1 district.

13. Council strikes out the RT-6 District Schedule in its entirety.
14. In section 2, Council:
 - (a) in the definition of Rental Housing Unit:
 - (i) in subsection (j), strikes out “; and” and substitutes “;”;
 - (ii) in subsection (k), strikes out “,” and substitutes “;”;
 - (iii) renumbers subsections (l) through (p) as subsections (o) through (s), respectively;
 - (iv) adds the following new subsections after subsection (k):
 - “(l) section 2.2.5 of the R3 Districts Schedule;
 - (m) section 2.2.6 of the R4 District Schedule; and
 - (n) section 2.2.6 of the R5 Districts Schedule,”; and
 - (b) in the definition of Under-Utilized Lots, strikes out “and RT-6 districts” and substitutes “district”.
15. In section 4.3.13, Council:
 - (a) adds “R3-3, R4-1, R5-3, R5-4,” after “C-2C1,” in subsections (a) and (b); and
 - (b) strikes out “or C-2C1 districts” and substitutes “C-2C1, R3-3, R4-1, R5-3, or R5-4 districts” in subsection (d).
16. In column B of section 4.8.1(n)(ii), Council strikes out “RT-6, ”.
17. In section 5.2.4, Council:
 - (a) strikes out “RT-6, ”; and
 - (b) strikes out “or RM-12” and substitutes “RM-12, R3-1, R3-2, R3-3, R4-1, R5-1, R5-2, R5-3, or R5-4”.
18. In section 9, Council
 - (a) in section 9.1.1:
 - (i) strikes out “RT-6”; and
 - (ii) in the correct alphanumerical order under the Residential heading:
 - (A) adds “R3-1”;
 - (B) adds “R3-2”;
 - (C) adds “R3-3”;
 - (D) adds “R4-1”;

- (E) adds "R5-1";
(F) adds "R5-2";
(G) adds "R5-3"; and
(H) adds "R5-4";

20. In section 1.1 of the RT-5 District Schedule, Council strikes out “RT-4, RT-4A, RT-5 and RT-6 Guidelines” and substitutes “RT-4, RT-4A and RT-5 Guidelines”.

22. This by-law is to come into force and take effect on the date of its enactment, except that sections 2 through 21, do not come into force or take effect and the Zoning and Development By-law existing on October 20, 2025, remains in force and effect with regard to any complete development permit applications accepted on or before October 21, 2025, for sites zoned R1-1, RM-3, RM-4, FM-1, RT-2, RT-5, RT-6, RT-7, and RT-8 in the areas shown within the heavy black outlines on Schedules E through L.

Mayor

City Clerk

Schedule A

R3

Districts Schedule

1 INTENT AND OVERVIEW

1.1 Intent

The intent of this districts schedule, which contains the regulations for the R3-1, R3-2 and R3-3 districts, is to encourage low-rise apartments and mixed-use residential buildings of varied tenures, while also preserving lower density options.

For the purposes of the R3 Districts Schedule:

- (a) below-market rental dwelling units has the meaning set out in [Schedule J: Affordable Housing Schedule](#) of this by-law;
- (b) low-rise apartment means apartment containing more than 8 dwelling units with a maximum building height of 23.0 m, or with a maximum building height of 27.5 m where:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area, or
 - (ii) 100% of the residential floor area is developed as social housing;
- (c) low-rise mixed-use residential building means mixed-use residential building with a maximum building height of 23.0 m, or with a maximum building height of 27.5 m where:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area, or
 - (ii) 100% of the residential floor area is developed as social housing;
- (d) transit-oriented area means an area designated as a transit-oriented area under the [Transit-Oriented Areas Designation By-law](#).

Without limitation, applicable Council policies and guidelines for consideration include the [Design and Development Guidelines](#).

1.2 Overview

The table below provides an overview of outright and conditional approval uses in the R3 districts, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
460 m ²	Low-Rise Apartment	3.1
	Low-Rise Apartment, in combination with Townhouse	3.1
	Low-Rise Mixed-Use Residential Building	3.1
Regulated by the RM-8A district	Townhouse in the R3-1 district containing more than 8 dwelling units	Regulated by section 2.2.1(a) and the RM-8A district
Regulated by the RR-1 district	Townhouse in the R3-2 district containing more than 8 dwelling units	Regulated by the RR-1 district
Regulated by the RR-1 district	Townhouse in the R3-3 district containing more than 8 dwelling units, if section 2.2.1(c)(i) of this schedule applies	Regulated by the RR-1 district
Regulated by the RM-8A district	Townhouse in the R3-3 district containing more than 8 dwelling units, if section 2.2.1(c)(ii) of this schedule applies	Regulated by section 2.2.1(c)(ii) and the RM-8A district
Regulated by the R1-1 district	Duplex	Regulated by the R1-1 district
	Duplex with Secondary Suite	
	Infill, in combination with the retention of a Character House	
	Laneway House	
	Multiple Conversion Dwelling, resulting from the conversion of a Character House	
	Principal Dwelling Unit with a Lock-off Unit	
	Single Detached House	
	Single Detached House with Secondary Suite	
Regulated by the R1-1 district	Multiple Dwelling containing no more than 8 dwelling units	Regulated by section 2.2.2 and the R1-1 district
--	Other uses in section 2.1 of this schedule	3.2

2 USE REGULATIONS

2.1 Outright and Conditional Approval Uses

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

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

The uses identified in the table below as conditional approval uses may be approved in these districts by the Director of Planning, with or without conditions, if the Director of Planning considers:

- (a) the intent of this schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.

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

Use	Approval	Use-Specific Regulations
Agricultural Uses		
Urban Farm - Class A	Conditional	
Cultural and Recreational Uses		
Artist Studio - Class A	Conditional	
Bowling Alley	Conditional	2.2.4
Club	Conditional	2.2.4
Community Centre or Neighbourhood House	Conditional	
Fitness Centre	Conditional	2.2.4
Library, in combination with Community Centre	Conditional	
Museum or Archives	Conditional	2.2.4
Park or Playground	Conditional	
Plaza	Conditional	
Theatre	Conditional	2.2.4
Dwelling Uses		
Apartment containing more than 8 dwelling units	Conditional	2.2.5 , 2.2.6 , 2.2.7
Apartment containing more than 8 dwelling units, in combination with Townhouse	Conditional	2.2.5 , 2.2.6 , 2.2.7 , 2.2.8
Duplex	Outright	2.2.3
Duplex with Secondary Suite	Conditional	2.2.3 , 2.2.5

Use	Approval	Use-Specific Regulations
Infill, in combination with the retention of a Character House	Conditional	2.2.3, 2.2.5
Laneway House	Conditional	2.2.3
Mixed-Use Residential Building	Conditional	2.2.5, 2.2.6, 2.2.7, 2.2.9
Multiple Conversion Dwelling, resulting from the conversion of a Character House	Conditional	2.2.3, 2.2.5
Multiple Dwelling containing no more than 8 dwelling units	Conditional	2.2.2, 2.2.5
Principal Dwelling Unit with Lock-Off Unit	Conditional	2.2.3
Seniors Supportive or Independent Living Housing	Conditional	2.2.5
Single Detached House	Outright	2.2.3
Single Detached House with Secondary Suite	Conditional	2.2.3
Townhouse containing more than 8 dwelling units	Conditional	2.2.1, 2.2.5
Institutional Uses		
Ambulance Station	Conditional	
Child Day Care Facility	Conditional	
Church	Conditional	
Community Care or Assisted Living Facility - Class A	Outright	2.2.3
Community Care or Assisted Living Facility - Class B	Conditional	
Group Residence	Conditional	
Hospital	Conditional	
Public Authority Use, essential in these districts	Conditional	
School - Elementary or Secondary	Conditional	
Social Service Centre	Conditional	
Manufacturing Uses		
Jewellery Manufacturing	Conditional	2.2.4
Office Uses		
Financial Institution	Outright	
General Office	Outright	
Health Care Office	Outright	
Health Enhancement Centre	Conditional	2.2.4
Temporary Sales Office	Conditional	2.2.4
Retail Uses		
Farmers' Market	Conditional	2.2.4
Grocery or Drug Store	Conditional	2.2.4

Use	Approval	Use-Specific Regulations
Grocery Store with Liquor Store	Conditional	2.2.4
Liquor Store	Conditional	2.2.4
Neighbourhood Grocery Store	Outright	
Pawnshop	Conditional	2.2.4
Public Bike Share	Conditional	2.2.4
Retail Store	Outright	
Secondhand Store	Conditional	2.2.4
Shared E-Scooter System	Conditional	2.2.4
Small-Scale Pharmacy	Conditional	2.2.4
Service Uses		
Animal Clinic	Conditional	2.2.4
Barber Shop or Beauty Salon	Outright	
Beauty and Wellness Centre	Outright	
Bed and Breakfast Accommodation	Conditional	2.2.4
Hotel	Conditional	2.2.4
Laundromat or Dry Cleaning Establishment	Conditional	2.2.4
Motor Vehicle Repair Shop	Conditional	2.2.4
Photofinishing or Photography Studio	Conditional	2.2.4
Print Shop	Conditional	2.2.4
Repair Shop - Class B	Conditional	2.2.4
Restaurant - Class 1	Conditional	2.2.4
School - Arts or Self-Improvement	Conditional	2.2.4
School - Business	Conditional	2.2.4
School - Vocational or Trade	Conditional	2.2.4
Short Term Rental Accommodation	Conditional	2.2.4
Wedding Chapel	Conditional	2.2.4
Utility and Communication Uses		
Public Utility	Conditional	
uncategorized		
Accessory Building, customarily ancillary to any outright approval use listed in this section 2.1	Outright	2.2.10
Accessory Building, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	2.2.10
Accessory Uses, customarily ancillary to an outright approval use listed in this section 2.1	Outright	

Use	Approval	Use-Specific Regulations
Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	
Any other use that is not specifically listed and defined as a use in Section 2 of this by-law	Conditional	2.2.11

2.2 Use-Specific Regulations

2.2.1 Townhouse containing more than 8 units must comply with the regulations that apply to:

- (a) the [RM-8A](#) district if the site is in the [R3-1](#) district, except that:
 - (i) the maximum floor space ratio is 1.20 and sections 3.1.1.1, 3.1.1.2 and 3.1.1.3 of the [RM-8 and RM-8A Districts Schedule](#) do not apply, and
 - (ii) a minimum of 45% of dwelling units must have dwelling unit floor areas between 83 m² and 112 m², except that the Director of Planning may vary this regulation if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines;
- (b) the [RR-1](#) district if the site is in the [R3-2](#) district; and
- (c) if the site is in the [R3-3](#) district:
 - (i) the [RR-1](#) district if it:
 - (A) requires the demolition, or change of use or occupancy of a rental housing unit on that site, or
 - (B) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy, and
 - (ii) the [RM-8A](#) district in all other cases, except that:
 - (A) the maximum floor space ratio is 1.20 and sections 3.1.1.1, 3.1.1.2 and 3.1.1.3 of the [RM-8 and RM-8A Districts Schedule](#) do not apply, and
 - (B) a minimum of 45% of dwelling units must have dwelling unit floor areas between 83 m² and 112 m², except that the Director of Planning may vary this regulation if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

2.2.2 Multiple dwelling containing no more than 8 dwelling units must comply with:

- (a) the regulations that apply to the [R1-1](#) district, except that the maximum floor space ratio is 1.00 and section 3.1.1.1 of the [R1-1 District Schedule](#) does not apply; and

(b) section 2.2.5 of this schedule if the site is in the R3-3 district.

2.2.3 The following uses must comply with the regulations that apply to the R1-1 district:

- (a) community care or assisted living facility - class A;
- (b) duplex;
- (c) duplex with secondary suite;
- (d) infill, in combination with the retention of a character house;
- (e) laneway house;
- (f) multiple conversion dwelling, resulting from the conversion of a character house;
- (g) principal dwelling unit with lock-off unit;
- (h) single detached house; and
- (i) single detached house with secondary suite.

2.2.4 The following uses listed in section 2.1 above may be permitted as a conditional approval use if the Director of Planning considers the impact of the use with respect to nearby sites, parking, traffic, noise, pedestrian amenity and size of facility:

- (a) cultural and recreational uses, limited to bowling alley, club, fitness centre, museum or archives, and theatre;
- (b) manufacturing uses;
- (c) office uses, limited to health enhancement centre and temporary sales office;
- (d) retail uses, limited to farmers' market, grocery or drug store, grocery store with liquor store, liquor store, pawnshop, public bike share, secondhand store, shared e-scooter system and small-scale pharmacy; and
- (e) service uses, limited to animal clinic, bed and breakfast accommodation, hotel, laundromat or dry cleaning establishment, motor vehicle repair shop, photofinishing or photography studio, print shop, repair shop - class B, restaurant - class 1, school - arts or self-improvement, school - business, school - vocational or trade, short term rental accommodation or wedding chapel.

2.2.5 In the R3-3 district, development on any site consisting of 3 or more dwelling units that:

- (a) requires the demolition, or change of use or occupancy of a rental housing unit on that site; or
- (b) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy,

is subject to the **Rental Housing Stock Official Development Plan**.

- 2.2.6 For low-rise apartment, low-rise apartment in combination with townhouse, and low-rise mixed-use residential building:
- (a) in the **R3-1** district:
 - (i) if all dwelling units are secured as residential rental tenure, at least 35% of the total number of dwelling units must have 2 or more bedrooms on site, and
 - (ii) in all other cases, at least 35% of the total number of dwelling units must have 2 or more bedrooms, of which at least 10% of the total number of dwelling units must have 3 or more bedrooms; and
 - (b) in the **R3-2** and **R3-3** districts, at least 35% of the total number of dwelling units must have 2 or more bedrooms, of which at least 10% of the total number of dwelling units must have 3 or more bedrooms,
- except that this section 2.2.6 does not apply where 100% of residential floor area is developed as social housing and there is a housing agreement that restricts occupancy to residents aged 55 years or older.

2.2.7 The Director of Planning may permit more than 1 principal building on a site if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

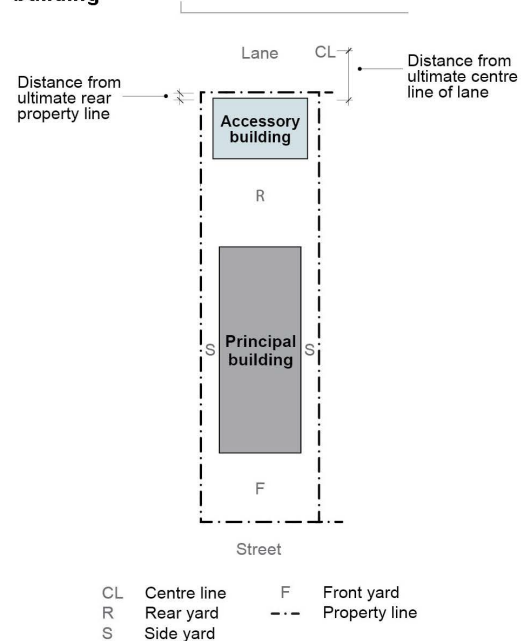
2.2.8 Low-rise apartment in combination with townhouse may only be permitted if the townhouse building is located at the rear of the site.

2.2.9 Low-rise mixed-use residential building may include any non-dwelling use listed in section 2.1 of this schedule.

2.2.10 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule, except uses that are regulated by other district schedules, may only be permitted if:

- (a) no accessory building exceeds 4.6 m in building height; and
- (b) all accessory buildings are located:
 - (i) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
 - (ii) at least 0.6 m from the ultimate rear property line.

Diagram: Building placement for accessory building



- 2.2.11 Any other use that is not specifically listed and defined as a use in [Section 2](#) of this by-law may be permitted if the Director of Planning considers the use to be comparable in nature to the uses listed in this schedule, having regard to the intent of this schedule.

3 DENSITY, FORM AND PLACEMENT REGULATIONS

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

3.1 Low-Rise Apartment, Low-rise Apartment in combination with Townhouse, and Low-rise Mixed-Use Residential Building

Low-rise apartment, low-rise apartment in combination with townhouse, and low-rise mixed-use residential building are subject to the following regulations.

3.1.1 Density and Floor Area

All R3 Districts

- 3.1.1.1 For all R3 districts, developments requiring below-market rental dwelling units or social housing are subject to [Schedule J: Affordable Housing Schedule](#).

R3-1 District

- 3.1.1.2 In the [R3-1](#) district, if the form of tenure is secured as residential rental tenure for 100% of the residential floor area:

- (a) the maximum floor space ratio is set out in the following table:

	Maximum Floor Space Ratio by Minimum Site Area			
	1,470 m ²	920 m ²	613 m ²	460 m ²
(i) on a site that does not exceed 33.5 m in depth	2.70	2.70	2.40	1.45
(ii) on a corner site with a minimum site frontage of 40.2 m	2.70	2.40	2.20	1.45
(iii) all other sites	2.40	2.40	2.20	1.45

- (b) despite sections [3.1.1.2\(a\)\(i\)](#) and [3.1.1.2\(a\)\(ii\)](#) above, the maximum floor space ratio may be increased to 3.00 provided that:
- (i) the site:
- (A) does not exceed 33.5 m in depth and has a minimum site area of 920 m², or
- (B) is a corner site with a minimum site frontage of 40.2 m and has a minimum site area of 1,470 m², and
- (ii) either:
-

- (A) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area, or
- (B) 100% of the residential floor area is developed as social housing; and
- (c) despite section 3.1.1.2(a)(iii) above, the maximum floor space ratio may be increased to 2.70 provided that the site has a minimum site area of 920 m² and 100% of the residential floor area is developed as social housing.

3.1.1.3 In the **R3-1** district, if the form of tenure for any of the residential floor area is any tenure other than residential rental tenure, the maximum floor space ratio is set out in the following table:

	Maximum Floor Space Ratio by Minimum Site Area			
	1,470 m ²	920 m ²	613 m ²	460 m ²
(a) on a site that does not exceed 33.5 m in depth	2.00	2.00	2.00	1.45
(b) on a corner site with a minimum site frontage of 40.2 m	2.00	1.75	1.75	1.45
(c) all other sites	1.75	1.75	1.75	1.45

R3-2 District

3.1.1.4 In the **R3-2** district:

- (a) the form of tenure must be secured as residential rental tenure for 100% of the residential floor area;
- (b) the maximum floor space ratio is set out in the following table:

	Maximum Floor Space Ratio by Minimum Site Area			
	1,470 m ²	920 m ²	613 m ²	460 m ²
(i) on a site that does not exceed 33.5 m in depth	2.70	2.70	2.40	1.45
(ii) on a corner site with a minimum site frontage of 40.2 m	2.70	2.40	2.20	1.45
(iii) all other sites	2.40	2.40	2.20	1.45

- (c) despite sections **3.1.1.4(b)(i)** and **3.1.1.5(b)(ii)** above, the maximum floor space ratio may be increased to 3.00 provided that:
- (i) the site:
 - (A) does not exceed 33.5 m in depth and has a minimum site area of 920 m², or
 - (B) is a corner site with a minimum site frontage of 40.2 m and has a minimum site area of 1,470 m², and
 - (ii) either:
 - (A) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area, or
 - (B) 100% of the residential floor area is developed as social housing; and
- (d) despite section **3.1.1.4(b)(iii)** above, the maximum floor space ratio may be increased to 2.70 provided that the site has a minimum site area of 920 m² and 100% of the residential floor area is developed as social housing.

R3-3 District

3.1.1.5 In the **R3-3** district:

- (a) the form of tenure must be secured as residential rental tenure for 100% of the residential floor area for developments that:
 - (i) require the demolition, or change of use or occupancy of a rental housing unit on that site, or
 - (ii) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy;
- (b) the maximum floor space ratio is set out in the following table:

	Maximum Floor Space Ratio by Minimum Site Area			
	1,470 m²	920 m²	613 m²	460 m²
(i) on a site that does not exceed 33.5 m in depth	2.70	2.70	2.40	1.45
(ii) on a corner site with a minimum site frontage of 40.2 m	2.70	2.40	2.20	1.45
(iii) all other sites	2.40	2.40	2.20	1.45

- (c) despite sections **3.1.1.5(b)(i)** and **3.1.1.5(b)(ii)** above, the maximum floor space ratio may be increased to 3.00 provided that:
- (i) the form of tenure is secured as residential rental tenure for 100% of the residential floor area,
 - (ii) the site:
 - (A) does not exceed 33.5 m in depth and has a minimum site area of 920 m², or
 - (B) is a corner site with a minimum site frontage of 40.2 m and has a minimum site area of 1,470 m², and
 - (iii) either:
 - (A) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area, or
 - (B) 100% of the residential floor area is developed as social housing; and
- (d) despite section **3.1.1.5(b)(iii)** above, the maximum floor space ratio may be increased to 2.70 provided that the site has a minimum site area of 920 m² and 100% of the residential floor area is developed as social housing.

3.1.2 Building Form and Placement

Regulations		R3-1, R3-2 and R3-3
3.1.2.1	Minimum site area	460 m ²
3.1.2.2	Maximum building height for:	
	(a) apartment	23.0 m
	(b) mixed-use residential building	23.0 m
	(c) townhouse	10.7 m
3.1.2.3	Minimum front yard depth	3.7 m
3.1.2.4	Minimum side yard width for:	
	(a) exterior side yard	3.7 m
	(b) other side yard	1.8 m
3.1.2.5	Minimum rear yard depth	3.1 m

Regulations	R3-1, R3-2 and R3-3
3.1.2.6 Minimum separation between:	
(a) townhouse building with another townhouse building	3.1 m
(b) all other principal buildings	7.3 m

Building Height

- 3.1.2.7 Despite sections 3.1.2.2(a) and 3.1.2.2(b) above, the maximum building height is 27.5 m for buildings where:
- (a) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area; or
 - (b) 100% of the residential floor area is developed as social housing.

Building Separation

- 3.1.2.8 Minimum separation between buildings must be measured from the closest portion of the exterior walls of the buildings.
- 3.1.2.9 The Director of Planning may decrease the minimum separation between buildings if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Discretion to Vary Other Regulations

- 3.1.2.10 The Director of Planning may vary the:
- (a) minimum front yard depth; and
 - (b) minimum side yard width,
- if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Diagram: Building placement - courtyard configuration

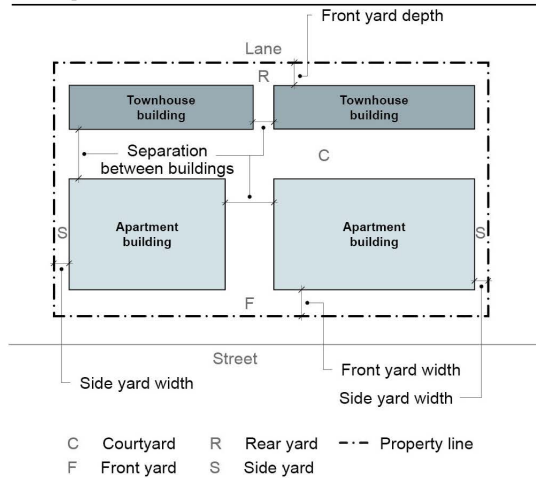
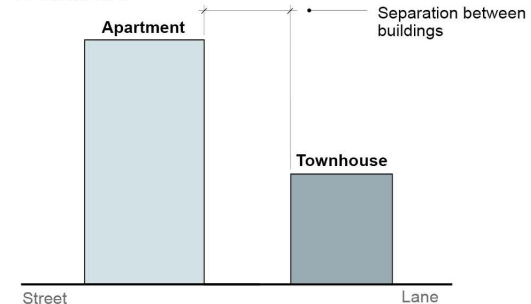


Diagram: Apartment in combination with townhouse



3.2 Other Uses

Uses not regulated by section 3.1 of this schedule and uses not regulated by other district schedules are subject to the following regulations.

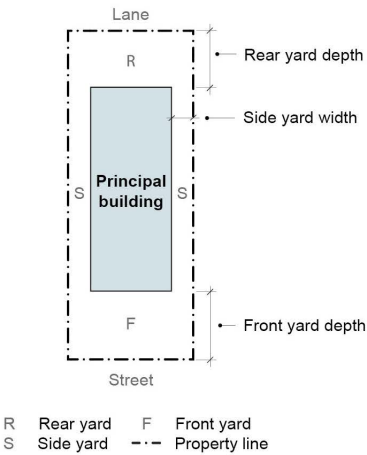
3.2.1 Density and Floor Area

3.2.1.1 The maximum floor space ratio is 1.45.

3.2.2 Building Form and Placement

Regulations	R3-1, R3-2 and R3-3
3.2.2.1 Maximum building height	11.5 m
3.2.2.2 Minimum front yard depth	3.7 m
3.2.2.3 Minimum side yard width	1.2 m
3.2.2.4 Minimum rear yard depth	3.1 m

Diagram: Building placement for principal building



4 GENERAL REGULATIONS

All uses in these districts, except uses that are regulated by other district schedules, are subject to the following regulations.

4.1 Computation of Floor Area

4.1.1 Computation of floor area must include:

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

4.1.2 Computation of floor area must exclude:

- (a) balconies, decks, exterior passageways for townhouse access, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that:
 - (i) the total area of these exclusions does not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof decks;
 - (c) entries, porches and verandahs if:
 - (i) open or protected by guards that do not exceed the required minimum height, and
 - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section [4.1.2\(a\)](#) above, does not exceed 16% of the permitted floor area;
 - (d) child day care facilities to a maximum floor area of 10% of the total permitted floor area;
 - (e) floors or portions of floors used for:
 - (i) off-street parking and loading, those floors or portions thereof which are located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage,
 - (iii) heating and mechanical equipment, or
 - (iv) uses that the Director of Planning considers similar to the foregoing;
 - (f) areas of undeveloped floors that are located:
 - (i) above the highest storey or partial storey and to which there is no permanent means of access other than a hatch, or
-

- (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) all residential storage area, except that if storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the storage area above base surface for that unit; and
- (i) common amenity areas to a maximum of 10% of the total permitted floor area.

4.2 Yards: Projections

- 4.2.1 No portion of underground parking other than an access ramp is permitted to project into front or exterior side yard, except that the Director of Planning may vary this requirement if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.2.2 Entries, porches and verandahs complying with section **4.1.2(c)** of this schedule may project up to 1.8 m into the required rear yard.

4.3 External Design

- 4.3.1 The following features are permitted in the courtyard:
 - (a) the features permitted in section **10.8** of this by-law; and
 - (b) entries, porches and verandahs complying with section **4.1.2(c)** of this schedule,except that the Director of Planning may vary this requirement if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

4.4 Access to Natural Light

- 4.4.1 Each habitable room must have at least 1 window on an exterior wall of a building.
 - 4.4.2 For the purposes of section **4.4.1** above, habitable room means any room except a bathroom or kitchen.
-

Schedule B

R4

District Schedule

1 INTENT AND OVERVIEW

1.1 Intent

The intent of this district schedule, which contains the regulations for the R4-1 district, is to encourage mid-rise apartments and mixed-use residential buildings of varied tenures, while also preserving lower density options.

For the purposes of the R4 District Schedule:

- (a) below-market rental dwelling units has the meaning set out in [Schedule J: Affordable Housing Schedule](#) of this by-law;
 - (b) low-rise apartment means apartment containing more than 8 dwelling units with a maximum building height of 23.0 m, or with a maximum building height of 27.5 m where:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units and the site is in a transit-oriented area, or
 - (ii) 100% of the residential floor area is developed as social housing;
 - (c) low-rise mixed-use residential building means mixed-use residential building with a maximum building height of 23.0 m, or with a maximum building height of 27.5 m where:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units and the site is in a transit-oriented area, or
 - (ii) 100% of the residential floor area is developed as social housing;
 - (d) mid-rise apartment means apartment containing more than 8 dwelling units with a maximum building height of 47.0 m;
 - (e) mid-rise mixed-use residential building means mixed-use residential building with a maximum building height of 47.0 m; and
 - (f) transit-oriented area means an area designated as a transit-oriented area under the [Transit-Oriented Areas Designation By-law](#).
-

Without limitation, applicable Council policies and guidelines for consideration include the [Design and Development Guidelines](#).

1.2 Overview

The table below provides an overview of the outright and conditional approval uses in the R4-1 district, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
1,532 m ² or 1,348 m ² on a corner site	Mid-Rise Apartment	3.1
	Mid-Rise Mixed-Use Residential Building	
Regulated by the R3-3 district	Low-Rise Apartment	Regulated by the R3-3 district
	Low-Rise Apartment, in combination with Townhouse	
	Low-Rise Mixed-Use Residential Building	
Regulated by the RR-1 district	Townhouse containing more than 8 dwelling units, if section 2.2.2(a) of this schedule applies	Regulated by the RR-1 district
Regulated by the RM-8A district	Townhouse containing more than 8 dwelling units, if section 2.2.2(b) of this schedule applies	Regulated by section 2.2.2(b) and the RM-8A district
Regulated by the R1-1 district	Duplex	Regulated by the R1-1 district
	Duplex with Secondary Suite	
	Infill, in combination with the retention of a Character House	
	Laneway House	
	Multiple Conversion Dwelling, resulting from the conversion of a Character House	
	Principal Dwelling Unit with Lock-Off Unit	
	Single Detached House	
	Single Detached House with Secondary Suite	
Regulated by the R1-1 district	Multiple Dwelling containing no more than 8 dwelling units	Regulated by section 2.2.3 and the R1-1 district
--	Other uses permitted in section 2.1 of this schedule	3.2

2 USE REGULATIONS

2.1 Outright and Conditional Approval Uses

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

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

The uses identified in the table below as conditional approval uses may be approved in these districts by the Director of Planning, with or without conditions, if the Director of Planning considers:

- (a) the intent of this schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.

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

Use	Approval	Use-Specific Regulations
Agricultural Uses		
Urban Farm - Class A	Conditional	
Cultural and Recreational Uses		
Artist Studio - Class A	Conditional	
Bowling Alley	Conditional	2.2.5
Club	Conditional	2.2.5
Community Centre or Neighbourhood House	Conditional	
Fitness Centre	Conditional	2.2.5
Library, in combination with Community Centre	Conditional	
Museum or Archives	Conditional	2.2.5
Park or Playground	Conditional	
Plaza	Conditional	
Theatre	Conditional	2.2.5
Dwelling Uses		
Apartment containing more than 8 dwelling units	Conditional	2.2.1 , 2.2.6 , 2.2.7 , 2.2.8
Apartment containing more than 8 dwelling units, in combination with Townhouse	Conditional	2.2.1 , 2.2.6 , 2.2.7 , 2.2.8 , 2.2.9

Use	Approval	Use-Specific Regulations
Duplex	Outright	2.2.4
Duplex with Secondary Suite	Conditional	2.2.4, 2.2.6
Infill, in combination with the retention of a character house	Conditional	2.2.4, 2.2.6
Laneway House	Conditional	2.2.4
Mixed-Use Residential Building	Conditional	2.2.1, 2.2.6, 2.2.7, 2.2.8, 2.2.10
Multiple Conversion Dwelling, resulting from the conversion of a character house	Conditional	2.2.4, 2.2.6
Multiple Dwelling containing no more than 8 dwelling units	Conditional	2.2.3, 2.2.6
Principal Dwelling Unit with Lock-Off Unit	Conditional	2.2.4
Seniors Supportive or Independent Living Housing	Conditional	2.2.6
Single Detached House	Outright	2.2.4
Single Detached House with Secondary Suite	Conditional	2.2.4
Townhouse containing more than 8 dwelling units	Conditional	2.2.2, 2.2.6
Institutional Uses		
Ambulance Station	Conditional	
Child Day Care Facility	Conditional	
Church	Conditional	
Community Care or Assisted Living Facility - Class A	Outright	2.2.4
Community Care or Assisted Living Facility - Class B	Conditional	
Group Residence	Conditional	
Hospital	Conditional	
Public Authority Use, essential in these districts	Conditional	
School - Elementary or Secondary	Conditional	
Social Service Centre	Conditional	
Manufacturing Uses		
Jewellery Manufacturing	Conditional	2.2.5
Office Uses		
Financial Institution	Outright	
General Office	Outright	
Health Care Office	Outright	
Health Enhancement Centre	Conditional	2.2.5
Temporary Sales Office	Conditional	2.2.5

Use	Approval	Use-Specific Regulations
Retail Uses		
Farmers' Market	Conditional	2.2.5
Grocery or Drug Store	Conditional	2.2.5
Grocery Store with Liquor Store	Conditional	2.2.5
Liquor Store	Conditional	2.2.5
Neighbourhood Grocery Store	Outright	
Pawnshop	Conditional	2.2.5
Public Bike Share	Conditional	2.2.5
Retail Store	Outright	
Secondhand Store	Conditional	2.2.5
Shared E-Scooter System	Conditional	2.2.5
Small-Scale Pharmacy	Conditional	2.2.5
Service Uses		
Animal Clinic	Conditional	2.2.5
Barber Shop or Beauty Salon	Outright	
Beauty and Wellness Centre	Outright	
Bed and Breakfast Accommodation	Conditional	2.2.5
Hotel	Conditional	2.2.5
Laundromat or Dry Cleaning Establishment	Conditional	2.2.5
Motor Vehicle Repair Shop	Conditional	2.2.5
Photofinishing or Photography Studio	Conditional	2.2.5
Print Shop	Conditional	2.2.5
Repair Shop - Class B	Conditional	2.2.5
Restaurant - Class 1	Conditional	2.2.5
School - Arts or Self-Improvement	Conditional	2.2.5
School - Business	Conditional	2.2.5
School - Vocational or Trade	Conditional	2.2.5
Short Term Rental Accommodation	Conditional	2.2.5
Wedding Chapel	Conditional	2.2.5
Utility and Communication Uses		
Public Utility	Conditional	
uncategorized		
Accessory Building, customarily ancillary to any outright approval use listed in this section 2.1	Outright	2.2.11

Use	Approval	Use-Specific Regulations
Accessory Building, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	2.2.11
Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1	Outright	
Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	
Any other use that is not specifically listed and defined as a use in Section 2 of this by-law	Conditional	2.2.12

2.2 Use-Specific Regulations

- 2.2.1 Low-rise apartment, low-rise apartment in combination with townhouse, and low-rise mixed-use residential building must comply with the regulations that apply to the [R3-3 district](#) if the site is in the R4-1 district.
- 2.2.2 Townhouse containing more than 8 units must comply with the regulations that apply to:
- (a) the [RR-1 district](#) if it:
 - (i) requires the demolition, or change of use or occupancy of a rental housing unit on that site, or
 - (ii) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy; and
 - (b) the [RM-8A district](#) in all other cases, except that:
 - (i) the maximum floor space ratio is 1.20 and sections 3.1.1.1, 3.1.1.2 and 3.1.1.3 of the [RM-8 and RM-8A Districts Schedule](#) do not apply, and
 - (ii) a minimum of 45% of dwelling units must have dwelling unit floor areas between 83 m² and 112 m², except that the Director of Planning may vary this regulation if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 2.2.3 Multiple dwelling containing no more than 8 dwelling units must comply with:
- (a) the regulations that apply to the [R1-1 district](#), except that the maximum floor space ratio is 1.00 and section 3.1.1.1 of the [R1-1 District Schedule](#) does not apply; and
 - (b) section [2.2.6](#) of this schedule if the site is in the R4-1 district.
- 2.2.4 The following uses must comply with the regulations that apply to the [R1-1 district](#):
- (a) community care or assisted living facility - class A;
 - (b) duplex;
-

- (c) duplex with secondary suite;
- (d) infill, in combination with the retention of a character house;
- (e) laneway house;
- (f) multiple conversion dwelling, resulting from the conversion of a character house;
- (g) principal dwelling unit with lock-off unit;
- (h) single detached house; and
- (i) single detached house with secondary suite.

2.2.5 The following uses listed in section [2.1](#) above may be permitted as a conditional approval use if the Director of Planning considers the impact of the use with respect to nearby sites, parking, traffic, noise, pedestrian amenity and size of facility:

- (a) cultural and recreational uses, limited to bowling alley, club, fitness centre, museum or archives, and theatre;
- (b) manufacturing uses;
- (c) office uses, limited to health enhancement centre and temporary sales office;
- (d) retail uses, limited to farmers' market, grocery or drug store, grocery store with liquor store, liquor store, pawnshop, public bike share, secondhand store, shared e-scooter system and small-scale pharmacy; and
- (e) service uses, limited to animal clinic, bed and breakfast accommodation, hotel, laundromat or dry cleaning establishment, motor vehicle repair shop, photofinishing or photography studio, print shop, repair shop - class B, restaurant - class 1, school - arts or self-improvement, school - business, school - vocational or trade, short term rental accommodation or wedding chapel.

2.2.6 In the R4-1 district, development on any site consisting of 3 or more dwelling units that:

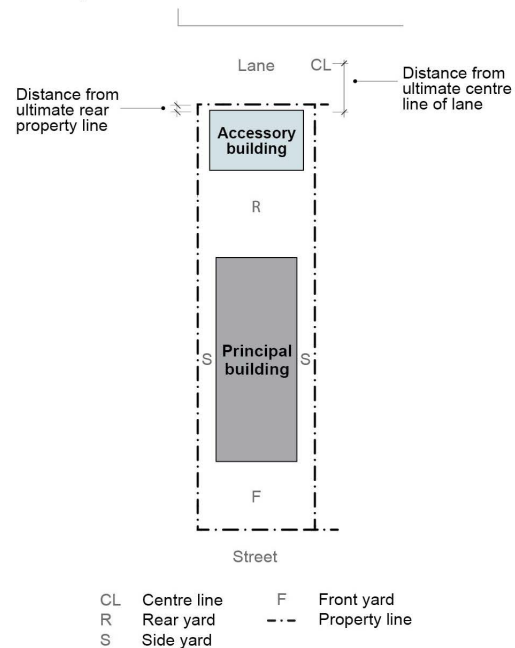
- (a) requires the demolition, or change of use or occupancy of a rental housing unit on that site; or
- (b) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy,

is subject to the [Rental Housing Stock Official Development Plan](#).

2.2.7 For mid-rise apartment and mid-rise mixed-use residential building in the R4-1 district, at least 35% of the total number of dwelling units must have 2 or more bedrooms, of which at least 10% of the total number of dwelling units must have 3 or more bedrooms, except that this section [2.2.7](#) does not apply where 100% of residential floor area is developed as social housing and there is a housing agreement that restricts occupancy to residents aged 55 years or older.

- 2.2.8 The Director of Planning may permit more than 1 principal building on a site if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 2.2.9 Low-rise apartment in combination with townhouse may only be permitted if the townhouse building is located at the rear of the site.
- 2.2.10 Mid-rise mixed-use residential building may include any non-dwelling use listed in section 2.1 of this schedule.
- 2.2.11 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule, except uses that are regulated by other district schedules, may only be permitted if:
- (a) no accessory building exceeds 4.6 m in building height; and
 - (b) all accessory buildings are located:
 - (i) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
 - (ii) at least 0.6 m from the ultimate rear property line.
- 2.2.12 Any other use that is not specifically listed and defined as a use in Section 2 of this by-law may be permitted if the Director of Planning considers the use to be comparable in nature to the uses listed in this schedule, having regard to the intent of this schedule.

Diagram: Building placement for accessory building



3 DENSITY, FORM AND PLACEMENT REGULATIONS

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

3.1 Mid-Rise Apartment and Mid-Rise Mixed-Use Residential Building

Mid-rise apartment and mid-rise mixed-use residential building are subject to the following regulations.

3.1.1 Density and Floor Area

All R4 Districts

- 3.1.1.1 For all R4 districts, developments requiring below-market rental dwelling units or social housing are subject to [Schedule J: Affordable Housing Schedule](#).

R4-1 District

- 3.1.1.2 In the R4-1 district, the form of tenure must be secured as residential rental tenure for 100% of the residential floor area for developments that:
- (a) require the demolition, or change of use or occupancy of a rental housing unit on that site; or
 - (b) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy.
- 3.1.1.3 In the R4-1 district, for mid-rise apartment:
- (a) the maximum floor space ratio is 4.00; and
 - (b) if section [3.1.1.2](#) above applies:
 - (i) a minimum of 20% of the residential floor area must be secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area must be developed as social housing.
- 3.1.1.4 In the R4-1 district, for mid-rise mixed-use residential building, the floor area for non-dwelling uses must be at least 139 m² for all non-dwelling uses combined and:
- (a) the maximum floor space ratio is 4.30; and
 - (b) if section [3.1.1.2](#) above applies:
 - (i) a minimum of 20% of the residential floor area must be secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area must be developed as social housing.
-

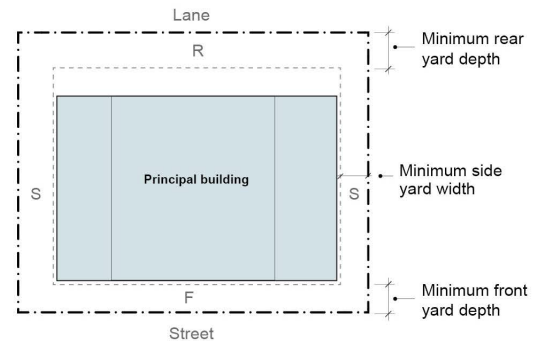
3.1.2 Building Form and Placement

Regulations	R4-1
3.1.2.1 Minimum site area for:	
(a) corner site	1,348 m ²
(b) all other sites	1,532 m ²
3.1.2.2 Minimum site frontage for:	
(a) corner site	40.0 m
(b) all other sites	45.7 m
3.1.2.3 Maximum building height	47.0 m
3.1.2.4 Minimum front yard depth	3.7 m
3.1.2.5 Minimum side yard width	3.7 m
3.1.2.6 Minimum rear yard depth	6.1 m

Site Frontage

- 3.1.2.7 The maximum site frontage is 60.7 m, except that the Director of Planning may increase the maximum site frontage if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 3.1.2.8 The Director of Planning may decrease the minimum site frontage to no less than 30.2 m in the R4-1 district if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Diagram: Building placement for apartment and mixed-use residential building



Discretion to Vary Other Regulations

- 3.1.2.9 The Director of Planning may vary the:

F Front yard R Rear yard - - - Property line
S Side yard - - - Permitted development area

- (a) minimum site area in the R4-1 district if the minimum site frontage is decreased under section 3.1.2.8 above;
- (b) minimum front yard depth;
- (c) minimum side yard width; and
- (d) minimum rear yard depth,

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

Diagram: Building height for apartment and mixed-use residential building

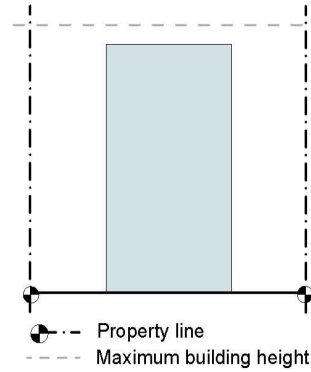
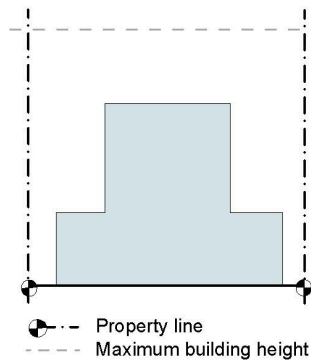


Diagram: Building height for apartment and mixed-use residential building



3.2 Other Uses

Uses not regulated by section 3.1 of this schedule and uses not regulated by other district schedules are subject to the following regulations.

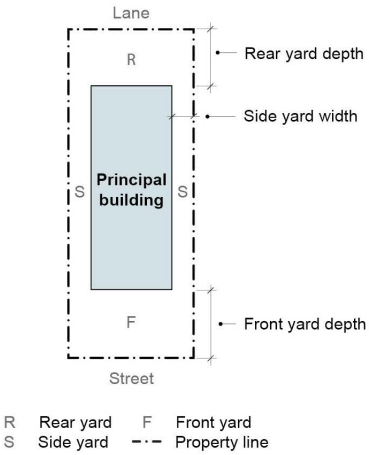
3.2.1 Density and Floor Area

3.2.1.1 The maximum floor space ratio is 1.45.

3.2.2 Building Form and Placement

Regulations	R4-1
3.2.2.1 Maximum building height	11.5 m
3.2.2.2 Minimum front yard depth	3.7 m
3.2.2.3 Minimum side yard width	1.2 m
3.2.2.4 Minimum rear yard depth	3.1 m

Diagram: Building placement for principal building



4 GENERAL REGULATIONS

All uses in these districts, except uses that are regulated by other district schedules, are subject to the following regulations.

4.1 Computation of Floor Area

4.1.1 Computation of floor area must include:

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

4.1.2 Computation of floor area must exclude:

- (a) balconies, decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that:
 - (i) the total area of these exclusions does not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof decks;
 - (c) entries, porches and verandahs, if:
 - (i) open or protected by guards that do not exceed the required minimum height, and
 - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section [4.1.2\(a\)](#) above, does not exceed 16% of the permitted floor area;
 - (d) child day care facilities to a maximum floor area of 10% of the total permitted floor area;
 - (e) floors or portions of floors used for:
 - (i) off-street parking and loading, those floors or portions thereof which are located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage,
 - (iii) heating and mechanical equipment, or
 - (iv) uses that the Director of Planning considers similar to the foregoing;
 - (f) areas of undeveloped floors that are located:
 - (i) above the highest storey or partial storey and to which there is no permanent means of access other than a hatch, or
-

- (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) all residential storage area, except that if storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the storage area above base surface for that unit; and
- (i) common amenity areas to a maximum of 10% of the total permitted floor area.

4.2 Yards: Projections

- 4.2.1 No portion of underground parking other than an access ramp is permitted to project into a front or exterior side yard, except that the Director of Planning may vary this requirement if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.2.2 Entries, porches and verandahs complying with section [4.1.2\(c\)](#) of this schedule may project up to 1.8 m into the required rear yard.

4.3 Access to Natural Light

- 4.3.1 Each habitable room must have at least 1 window on an exterior wall of a building.
 - 4.3.2 For the purposes of section [4.3.1](#) above, habitable room means any room except a bathroom or kitchen.
-

Schedule C

R5

Districts Schedule

1 INTENT AND OVERVIEW

1.1 Intent

The intent of this districts schedule, which contains the regulations for the R5-1, R5-2, R5-3 and R5-4 districts, is to encourage high-rise apartments and mixed-use residential buildings of varied tenures, while also preserving lower density options.

For the purposes of the R5 Districts Schedule:

- (a) below-market rental dwelling units has the meaning set out in [Schedule J: Affordable Housing Schedule](#) of this by-law;
 - (b) low-rise apartment means apartment containing more than 8 dwelling units with a maximum building height of 23.0 m, or with a maximum building height of 27.5 m where;
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units and the site is in a transit-oriented area, or
 - (ii) 100% of the residential floor area is developed as social housing;
 - (c) low-rise mixed-use residential building means mixed-use residential building with a maximum building height of 23.0 m, or with a maximum building height of 27.5 m where;
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units and the site is in a transit-oriented area, or
 - (ii) 100% of the residential floor area is developed as social housing;
 - (d) high-rise apartment means apartment containing more than 8 dwelling units with a maximum building height of 84.0 m, or with a maximum building height of 69.0 m in the R5-2 district;
 - (e) high-rise mixed-use residential building means mixed-use residential building with a maximum building height of 84.0 m, or with a maximum building height of 69.0 m in the R5-2 district; and
 - (f) transit-oriented area means an area designated as a transit-oriented area under the [Transit-Oriented Areas Designation By-law](#).
-

Without limitation, applicable Council policies and guidelines for consideration include the [Design and Development Guidelines](#).

1.2 Overview

The table below provides an overview of the outright and conditional approval uses in the R5-1, R5-2, R5-3 and R5-4 districts, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
1,532 m ² or 1,348 m ² on a corner site	High-Rise Apartment	3.1
	High-Rise Mixed-Use Residential Building	
Regulated by the R3 districts	Low-Rise Apartment in the R5-1 district	Regulated by the R3-1 district
	Low-Rise Apartment in combination with Townhouse in the R5-1 district	
	Low-Rise Mixed-Use Residential Building in the R5-1 district	
	Low-Rise Apartment in the R5-2 district	Regulated by the R3-2 district
	Low-Rise Apartment in combination with Townhouse in the R5-2 district	
	Low-Rise Mixed-Use Residential Building in the R5-2 district	
	Low-Rise Apartment in the R5-3 or R5-4 districts	Regulated by the R3-3 district
	Low-Rise Apartment in combination with Townhouse in the R5-3 or R5-4 districts	
	Low-Rise Mixed-Use Residential Building in the R5-3 or R5-4 districts	
Regulated by the RM-8A district	Townhouse in the R5-1 district containing more than 8 dwelling units	Regulated by section 2.2.2(a) and the RM-8A district
Regulated by the RR-1 district	Townhouse in the R5-2 district containing more than 8 dwelling units	Regulated by the RR-1 district
	Townhouse in the R5-3 and R5-4 districts containing more than 8 dwelling units, if section 2.2.2(c)(i) of this schedule applies	
Regulated by the RM-8A district	Townhouse in the R5-3 and R5-4 districts containing more than 8 dwelling units, if section 2.2.2(c)(ii) of this schedule applies	Regulated by section 2.2.2(c)(ii) and the RM-8A district

Minimum Site Area	Use	Density, Form and Placement Regulations
Regulated by the R1-1 district	Duplex	Regulated by the R1-1 district
	Duplex with Secondary Suite	
	Infill, in combination with the retention of a Character House	
	Laneway House	
	Multiple Conversion Dwelling, resulting from the conversion of a Character House	
	Principal Dwelling Unit with Lock-Off Unit	
	Single Detached House	
	Single Detached House with Secondary Suite	
Regulated by the R1-1 district	Multiple Dwelling containing no more than 8 dwelling units	Regulated by section 2.2.3 and the R1-1 district
--	Other uses permitted in section 2.1 of this schedule	3.2

2 USE REGULATIONS

2.1 Outright and Conditional Approval Uses

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

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

The uses identified in the table below as conditional approval uses may be approved in these districts by the Director of Planning, with or without conditions, if the Director of Planning considers:

- (a) the intent of this schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.

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

Use	Approval	Use-Specific Regulations
Agricultural Uses		
Urban Farm - Class A	Conditional	

Use	Approval	Use-Specific Regulations
Cultural and Recreational Uses		
Artist Studio - Class A	Conditional	
Bowling Alley	Conditional	2.2.5
Club	Conditional	2.2.5
Community Centre or Neighbourhood House	Conditional	
Fitness Centre	Conditional	2.2.5
Library, in combination with Community Centre	Conditional	
Museum or Archives	Conditional	2.2.5
Park or Playground	Conditional	
Plaza	Conditional	
Theatre	Conditional	2.2.5
Dwelling Uses		
Apartment containing more than 8 dwelling units	Conditional	2.2.1, 2.2.6, 2.2.7, 2.2.8
Apartment containing more than 8 dwelling units, in combination with Townhouse	Conditional	2.2.1, 2.2.6, 2.2.7, 2.2.8, 2.2.9
Duplex	Outright	2.2.4
Duplex with Secondary Suite	Conditional	2.2.4, 2.2.6
Infill, in combination with the retention of a character house	Conditional	2.2.4, 2.2.6
Laneway House	Conditional	2.2.4
Mixed-Use Residential Building	Conditional	2.2.1, 2.2.6, 2.2.7, 2.2.8, 2.2.10
Multiple Conversion Dwelling, resulting from the conversion of a character house	Conditional	2.2.4, 2.2.6
Multiple Dwelling containing no more than 8 dwelling units	Conditional	2.2.3, 2.2.6
Principal Dwelling Unit with Lock-Off Unit	Conditional	2.2.4
Seniors Supportive or Independent Living Housing	Conditional	2.2.6
Single Detached House	Outright	2.2.4
Single Detached House with Secondary Suite	Conditional	2.2.4
Townhouse containing more than 8 dwelling units	Conditional	2.2.2, 2.2.6
Institutional Uses		
Ambulance Station	Conditional	
Child Day Care Facility	Conditional	
Church	Conditional	

Use	Approval	Use-Specific Regulations
Community Care or Assisted Living Facility - Class A	Outright	2.2.4
Community Care or Assisted Living Facility - Class B	Conditional	
Group Residence	Conditional	
Hospital	Conditional	
Public Authority Use, essential in these districts	Conditional	
School - Elementary or Secondary	Conditional	
Social Service Centre	Conditional	
Manufacturing Uses		
Jewellery Manufacturing	Conditional	2.2.5
Office Uses		
Financial Institution	Outright	
General Office	Outright	
Health Care Office	Outright	
Health Enhancement Centre	Conditional	2.2.5
Temporary Sales Office	Conditional	2.2.5
Retail Uses		
Farmers' Market	Conditional	2.2.5
Grocery or Drug Store	Conditional	2.2.5
Grocery Store with Liquor Store	Conditional	2.2.5
Liquor Store	Conditional	2.2.5
Neighbourhood Grocery Store	Outright	
Pawnshop	Conditional	2.2.5
Public Bike Share	Conditional	2.2.5
Retail Store	Outright	
Secondhand Store	Conditional	2.2.5
Shared E-Scooter System	Conditional	2.2.5
Small-Scale Pharmacy	Conditional	2.2.5
Service Uses		
Animal Clinic	Conditional	2.2.5
Barber Shop or Beauty Salon	Outright	
Beauty and Wellness Centre	Outright	
Bed and Breakfast Accommodation	Conditional	2.2.5
Hotel	Conditional	2.2.5
Laundromat or Dry Cleaning Establishment	Conditional	2.2.5

Use	Approval	Use-Specific Regulations
Motor Vehicle Repair Shop	Conditional	2.2.5
Photofinishing or Photography Studio	Conditional	2.2.5
Print Shop	Conditional	2.2.5
Repair Shop - Class B	Conditional	2.2.5
Restaurant - Class 1	Conditional	2.2.5
School - Arts or Self-Improvement	Conditional	2.2.5
School - Business	Conditional	2.2.5
School - Vocational or Trade	Conditional	2.2.5
Short Term Rental Accommodation	Conditional	2.2.5
Wedding Chapel	Conditional	2.2.5
Utility and Communication Uses		
Public Utility	Conditional	
uncategorized		
Accessory Building, customarily ancillary to any outright approval use listed in this section 2.1	Outright	2.2.11
Accessory Building, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	2.2.11
Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1	Outright	
Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	
Any other use that is not specifically listed and defined as a use in Section 2 of this by-law	Conditional	2.2.12

2.2 Use-Specific Regulations

2.2.1 Low-rise apartment, low-rise apartment in combination with townhouse, and low-rise mixed-use residential building must comply with the regulations that apply to:

- (a) the [R3-1 district](#) if the site is in the R5-1 district;
- (b) the [R3-2 district](#) if the site is in the R5-2 district; and
- (c) the [R3-3 district](#) if the site is in the R5-3 or R5-4 districts.

2.2.2 Townhouse containing more than 8 units must comply with the regulations that apply to:

- (a) the [RM-8A district](#) if the site is in the R5-1 district, except that:

- (i) the maximum floor space ratio is 1.20 and sections 3.1.1.1, 3.1.1.2 and 3.1.1.3 of the **RM-8 and RM-8A Districts Schedule** do not apply, and
 - (ii) a minimum of 45% of dwelling units must have dwelling unit floor areas between 83 m² and 112 m², except that the Director of Planning may vary this regulation if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines;
- (b) the **RR-1 district** if the site is in the R5-2 district; and
- (c) if the site is in the R5-3 or R5-4 districts:
- (i) the **RR-1 district** if it:
 - (A) requires the demolition, or change of use or occupancy of a rental housing unit on that site, or
 - (B) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy, and
 - (ii) the RM-8A district in all other cases, except that:
 - (A) the maximum floor space ratio is 1.20 and sections 3.1.1.1, 3.1.1.2 and 3.1.1.3 of the **RM-8 and RM-8A Districts Schedule** do not apply, and
 - (B) a minimum of 45% of dwelling units must have dwelling unit floor areas between 83 m² and 112 m², except that the Director of Planning may vary this regulation if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

2.2.3 Multiple dwelling containing no more than 8 dwelling units must comply with:

- (a) the regulations that apply to the **R1-1 district**, except that the maximum floor space ratio is 1.00 and section 3.1.1.1 of the **R1-1 District Schedule** does not apply; and
- (b) section **2.2.6** of this schedule if the site is in the R5-3 or R5-4 districts.

2.2.4 The following uses must comply with the regulations that apply to the **R1-1 district**:

- (a) community care or assisted living facility - class A;
 - (b) duplex;
 - (c) duplex with secondary suite;
 - (d) infill, in combination with the retention of a character house;
 - (e) laneway house;
 - (f) multiple conversion dwelling, resulting from the conversion of a character house;
 - (g) principal dwelling unit with lock-off unit;
-

- (h) single detached house; and
- (i) single detached house with secondary suite.

2.2.5 The following uses listed in section [2.1](#) above may be permitted as a conditional approval use if the Director of Planning considers the impact of the use with respect to nearby sites, parking, traffic, noise, pedestrian amenity and size of facility:

- (a) cultural and recreational uses, limited to bowling alley, club, fitness centre, museum or archives, and theatre;
- (b) manufacturing uses;
- (c) office uses, limited to health enhancement centre and temporary sales office;
- (d) retail uses, limited to farmers' market, grocery or drug store, grocery store with liquor store, liquor store, pawnshop, public bike share, secondhand store, shared e-scooter system and small-scale pharmacy; and
- (e) service uses, limited to animal clinic, bed and breakfast accommodation, hotel, laundromat or dry cleaning establishment, motor vehicle repair shop, photofinishing or photography studio, print shop, repair shop - class B, restaurant - class 1, school - arts or self-improvement, school - business, school - vocational or trade, short term rental accommodation or wedding chapel.

2.2.6 In the R5-3 and R5-4 districts, development on any site consisting of 3 or more dwelling units that:

- (a) requires the demolition, or change of use or occupancy of a rental housing unit on that site; or
- (b) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy,

is subject to the [Rental Housing Stock Official Development Plan](#).

2.2.7 For high-rise apartment and high-rise mixed-use residential building:

- (a) in the R5-1 district:
 - (i) if all dwelling units are secured as residential rental tenure, at least 35% of the total number of dwelling units must have 2 or more bedrooms on site, and
 - (ii) in all other cases, at least 35% of the total number of dwelling units must have 2 or more bedrooms, of which at least 10% of the total number of dwelling units must have 3 or more bedrooms; and
 - (b) in the R5-2, R5-3 and R5-4 districts, at least 35% of the total number of dwelling units must have 2 or more bedrooms, of which at least 10% of the total number of dwelling units must have 3 or more bedrooms,
-

except that this section 2.2.7 does not apply where 100% of residential floor area is developed as social housing and there is a housing agreement that restricts occupancy to residents aged 55 years or older.

2.2.8 The Director of Planning may permit more than 1 principal building on a site if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

2.2.9 Low-rise apartment in combination with townhouse may only be permitted if the townhouse building is located at the rear of the site.

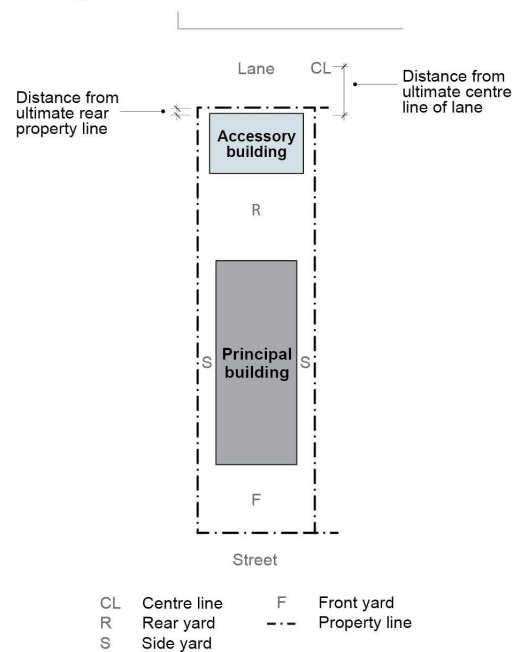
2.2.10 High-rise mixed-use residential building may include any non-dwelling use listed in section 2.1 of this schedule.

2.2.11 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule, except uses that are regulated by other district schedules, may only be permitted if:

- (a) no accessory building exceeds 4.6 m in building height; and
- (b) all accessory buildings are located:
 - (i) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
 - (ii) at least 0.6 m from the ultimate rear property line.

2.2.12 Any other use that is not specifically listed and defined as a use in Section 2 of this by-law may be permitted if the Director of Planning considers the use to be comparable in nature to the uses listed in this schedule, having regard to the intent of this schedule.

Diagram: Building placement for accessory building



3 DENSITY, FORM AND PLACEMENT REGULATIONS

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

3.1 High-Rise Apartment and High-Rise Mixed-Use Residential Building

High-rise apartment and high-rise mixed-use residential building are subject to the following regulations.

3.1.1 Density and Floor Area

All R5 Districts

- 3.1.1.1 For all R5 districts, developments requiring below-market rental dwelling units or social housing are subject to [Schedule J: Affordable Housing Schedule](#).

R5-1 District

- 3.1.1.2 In the R5-1 district, for high-rise apartment:

- (a) if the form of tenure is residential rental tenure for 100% of the residential floor area, the maximum floor space ratio is 6.50 provided that:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area is developed as social housing; or
- (b) if the form of tenure for any of the residential floor area is any tenure other than residential rental tenure, the maximum floor space ratio is 5.00 provided that a minimum of 20% of the residential floor area is developed as social housing.

- 3.1.1.3 In the R5-1 district, for high-rise mixed-use residential building, the floor area for non-dwelling uses must be at least 139 m² for all non-dwelling uses combined and:

- (a) if the form of tenure is residential rental tenure for 100% of the residential floor area, the maximum floor space ratio is 6.80 provided that:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area is developed as social housing; or
 - (b) if the form of tenure for any of the residential floor area is any tenure other than residential rental tenure:
 - (i) the maximum floor space ratio is 5.30 provided that a minimum of 20% of the residential floor area is developed as social housing, and
 - (ii) the maximum floor space ratio may be increased to 6.60 if:
-

- (A) the floor area for non-dwelling uses includes a child day care facility that has indoor floor area of at least 464 m² preserved in the public domain by way of a registered agreement and operated by the City or its delegates, and
- (B) a minimum 20% of the residential floor area is developed as social housing.

R5-2 District

3.1.1.4 In the R5-2 district, for high-rise apartment:

- (a) the form of tenure must be residential rental tenure for 100% of the residential floor area; and
- (b) the maximum floor space ratio is 5.50 provided that:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area is developed as social housing.

3.1.1.5 In the R5-2 district, for high-rise mixed-use residential building, the floor area for non-dwelling uses must be at least 139 m² for all non-dwelling uses combined and:

- (a) the form of tenure must be residential rental tenure for 100% of the residential floor area; and
- (b) the maximum floor space ratio is 5.80 provided that:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area is developed as social housing.

R5-3 District

3.1.1.6 In the R5-3 district, the form of tenure must be secured as residential rental tenure for 100% of the residential floor area for developments that:

- (a) require the demolition, or change of use or occupancy of a rental housing unit on that site, or
- (b) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy.

3.1.1.7 In the R5-3 district, for high-rise apartment:

- (a) if the form of tenure is residential rental tenure for 100% of the residential floor area, the maximum floor space ratio is 6.50 provided that:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area is developed as social housing; or
-

- (b) if the form of tenure for any of the residential floor area is any tenure other than residential rental tenure, the maximum floor space ratio is 6.00 provided that a minimum of 20% of the residential floor area is developed as social housing.

3.1.1.8 In the R5-3 district, for high-rise mixed-use residential building, the floor area for non-dwelling uses must be at least 139 m² for all non-dwelling uses combined and:

- (a) if the form of tenure is residential rental tenure for 100% of the residential floor area, the maximum floor space ratio is 6.80 provided that:
 - (i) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or
 - (ii) 100% of the residential floor area is developed as social housing; or
- (b) if the form of tenure for any of the residential floor area is any tenure other than residential rental tenure, the maximum floor space ratio is 6.30 provided that a minimum of 20% of the residential floor area is developed as social housing.

R5-4 District

3.1.1.9 In the R5-4 district:

- (a) the form of tenure must be residential rental tenure for 100% of the residential floor area; and
- (b) the maximum floor space ratio is:
 - (i) 6.50 for high-rise apartment, and
 - (ii) 6.80 for high-rise mixed-use residential building, provided that the floor area for non-dwelling uses must be at least 139 m² for all non-dwelling uses combined,
 if a minimum of 20% of the residential floor area is secured as below-market rental dwelling units or 100% of the residential floor area is developed as social housing.

3.1.2 Building Form and Placement

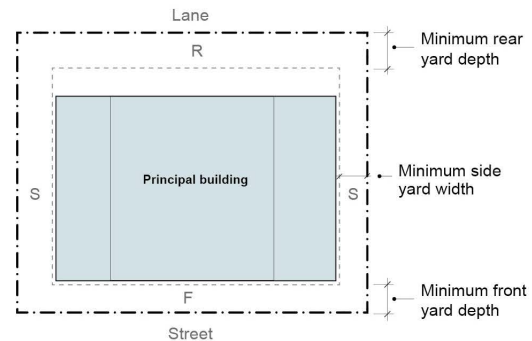
Regulations		R5-1	R5-2	R5-3	R5-4
3.1.2.1	Minimum site area for:				
	(a) corner site		1,348 m ²		
	(b) all other sites		1,532 m ²		
3.1.2.2	Minimum site frontage for:				
	(a) corner site		40.0 m		

Regulations	R5-1	R5-2	R5-3	R5-4
(b) all other sites	45.7 m			
3.1.2.3 Maximum building height	84.0 m	69.0 m	84.0 m	84.0 m
3.1.2.4 Minimum front yard depth	3.7 m			
3.1.2.5 Minimum side yard width	3.7 m			
3.1.2.6 Minimum rear yard depth	6.1 m			

Site Frontage

- 3.1.2.7 The maximum site frontage is 60.7 m, except that the Director of Planning may increase the maximum site frontage if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 3.1.2.8 The Director of Planning may decrease the minimum site frontage to no less than 30.2 m in the R5-2, R5-3 or R5-4 districts if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Diagram: Building placement for apartment and mixed-use residential building



Discretion to Vary Other Regulations

- 3.1.2.9 The Director of Planning may vary the:
- (a) minimum site area in the R5-2, R5-3 or R5-4 districts if the minimum site frontage is decreased under section 3.1.2.8 above;
 - (b) minimum front yard depth;
 - (c) minimum side yard width; and
 - (d) minimum rear yard depth,

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

F Front yard R Rear yard - - - Property line
S Side yard - - - Permitted development area

Diagram: Building height for apartment and mixed-use residential building

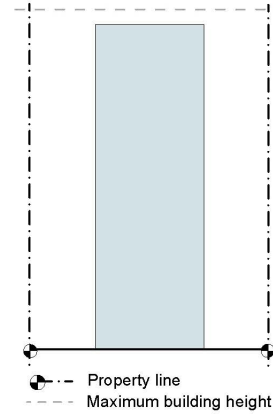
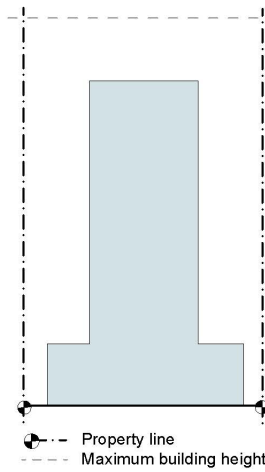


Diagram: Building height for apartment and mixed-use residential building



3.2 Other Uses

Uses not regulated by section 3.1 of this schedule and uses not regulated by other district schedules are subject to the following regulations.

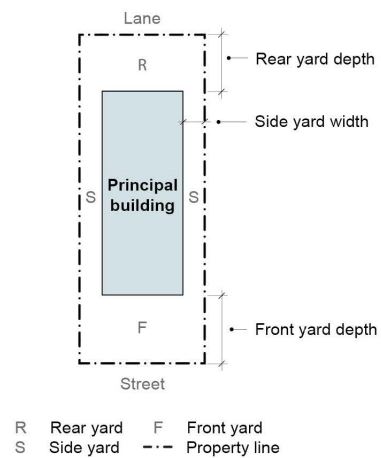
3.2.1 Density and Floor Area

3.2.1.1 The maximum floor space ratio is 1.45.

3.2.2 Building Form and Placement

Regulations	R5-1, R5-2, R5-3 and R5-4
3.2.2.1 Maximum building height	11.5 m
3.2.2.2 Minimum front yard depth	3.7 m
3.2.2.3 Minimum side yard width	1.2 m
3.2.2.4 Minimum rear yard depth	3.1 m

Diagram: Building height for apartment and mixed-use residential building



4 GENERAL REGULATIONS

All uses in these districts, except uses that are regulated by other district schedules, are subject to the following regulations.

4.1 Computation of Floor Area

4.1.1 Computation of floor area must include:

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

4.1.2 Computation of floor area must exclude:

- (a) balconies, decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that:
 - (i) the total area of these exclusions does not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof decks;
 - (c) entries, porches and verandahs, if:
 - (i) open or protected by guards that do not exceed the required minimum height, and
 - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions under section [4.1.2\(a\)](#) above, does not exceed 16% of the permitted floor area;
 - (d) floors or portions of floors used for:
 - (i) off-street parking and loading, those floors or portions thereof which are located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage,
 - (iii) heating and mechanical equipment, or
 - (iv) uses that the Director of Planning considers similar to the foregoing;
 - (e) child day care facilities to a maximum floor area of 10% of the total permitted floor area;
 - (f) areas of undeveloped floors that are located:
 - (i) above the highest storey or partial storey and to which there is no permanent means of access other than a hatch, or
-

- (ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) all residential storage area, except that if storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the storage area above base surface for that unit; and
- (i) common amenity areas to a maximum of 10% of the total permitted floor area.

4.2 Yards: Projections

- 4.2.1 No portion of underground parking other than an access ramp is permitted to project into a front or exterior side yard, except that the Director of Planning may vary this requirement if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.2.2 Entries, porches and verandahs complying with section [4.1.2\(c\)](#) of this schedule may project up to 1.8 m into the required rear yard.

4.3 Access to Natural Light

- 4.3.1 Each habitable room must have at least 1 window on an exterior wall of a building.
 - 4.3.2 For the purposes of section [4.3.1](#) above, habitable room means any room except a bathroom or kitchen.
-

Schedule D

Schedule J

Affordable Housing Schedule

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

This schedule applies to affordable dwelling units in a development where the applicable district schedule refers to this Schedule J.

1 DEFINITIONS

Term	Definition
Affordable Dwelling Units	Any of the following: (a) below-market rental dwelling units; or (b) social housing.
Below-Market Rental Dwelling Units	Dwelling units that are subject to the affordability, form of tenure, duration and other enumerated requirements in this Schedule J.
Social Housing	See Section 2 of this by-law.

2 COMPUTATION OF RESIDENTIAL FLOOR AREA

- 2.1 Where used to establish the portion of the residential floor area to be allocated to affordable dwelling units, residential floor area will be calculated as follows:
- (a) for below-market rental dwelling units, as the area of all dwelling units in the development, measured from the inside of all outer walls of each dwelling unit including any residential storage area excluded from the computation of residential floor area; and
 - (b) for social housing, in the same manner as the computation of the floor area of the applicable district schedule.
-

3 AFFORDABILITY

3.1 Below-Market Rental Dwelling Units

- 3.1.1 Below-market rental dwelling units must have average rents per dwelling unit type at initial occupancy and upon a change in tenancy that do not exceed an amount that is at least the following percentage discount rate for the relevant zoning district less than the average rent for all private rental apartment units city-wide for the applicable dwelling unit type as published by the Canada Mortgage and Housing Corporation Rental Market Survey Data Tables, or equivalent publication, in the previous calendar year:

Zoning District	Discount Rate
R3-1, R3-2 and R3-3	10%
R4-1	20%
R5-1, R5-2, R5-3 and R5-4	20%

3.2 Social Housing

- 3.2.1 Affordability requirements for social housing are set out by the definition of “social housing” in [Section 2](#) of this by-law, and for dwelling units required to be occupied by households with incomes below housing income limits, the maximum rent must not exceed a rate that is equivalent to 30% of the gross income of the household occupying the dwelling unit, except that if the units are rented at the shelter component of income assistance, the maximum rent is the shelter component of income assistance.

4 FORM OF TENURE

- 4.1 All affordable dwelling units must be secured as residential rental tenure.

5 OWNERSHIP AND MANAGEMENT

- 5.1 Below-market rental dwelling units must be managed in accordance with terms specified by the Director of Planning and secured in a housing agreement.
- 5.2 Social housing must be owned in accordance with the definition of “social housing” in [Section 2](#) of this by-law.
- 5.3 Where less than 100% of the residential floor area is developed as social housing, prior to the issuance of a development permit in relation to the property on which the social housing will be situated, the owner of the property on which such housing is situated must make arrangements to the satisfaction of the Director of Legal Services in consultation with the Director of Planning and the Director of Facilities Planning and
-

Development, to secure the applicant's obligation to design, build and deliver to the City an air space parcel containing the social housing, and the associated agreement or agreements will include, but not be limited to, the following terms:

- (a) an air space parcel containing the social housing together with the appropriate rights and obligations applicable to the ownership and operation of the legal parcel including reciprocal easements and indemnities, repair and maintenance, cost sharing, insurance and other applicable legal obligations, will be transferred to the City at a nominal cost upon completion of construction of the social housing;
- (b) as a condition of issuance of the development permit, a Letter of Credit or other form of security will be provided to the City in an amount equal to the estimated cost to complete and deliver the social housing parcel to the City; and
- (c) such other terms and conditions as the Director of Legal Services, the Director of Planning and the Director of Facilities Planning and Development may in their sole discretion require.

6 OCCUPANCY REQUIREMENTS

- 6.1 Below-market rental units must be occupied by households who satisfy eligibility requirements as specified by the Director of Planning and secured by a housing agreement.
- 6.2 Social housing must be occupied by households who satisfy the applicable requirements in the definition of "social housing" in [Section 2](#) of this by-law.

7 HOUSING AGREEMENT AND DURATION

7.1 Housing Agreement

- 7.1.1 Prior to issuance of a development permit in relation to the property on which the affordable dwelling units will be situated, the owner of the property on which such housing is situated must register against title to that property a housing agreement pursuant to section 565.2 of the Vancouver Charter, with such priority of registration and other terms as the Director of Legal Services and the Director of Planning may in their sole discretion require.
 - 7.1.2 In addition to any other terms necessary to secure the requirements in this Schedule J, the housing agreement must include a section 219 covenant:
 - (a) securing the use of the affordable dwelling units as affordable dwelling units; and
 - (b) prohibiting the subdivision, stratification or separate sales of the affordable dwelling units.
-

7.2 Duration

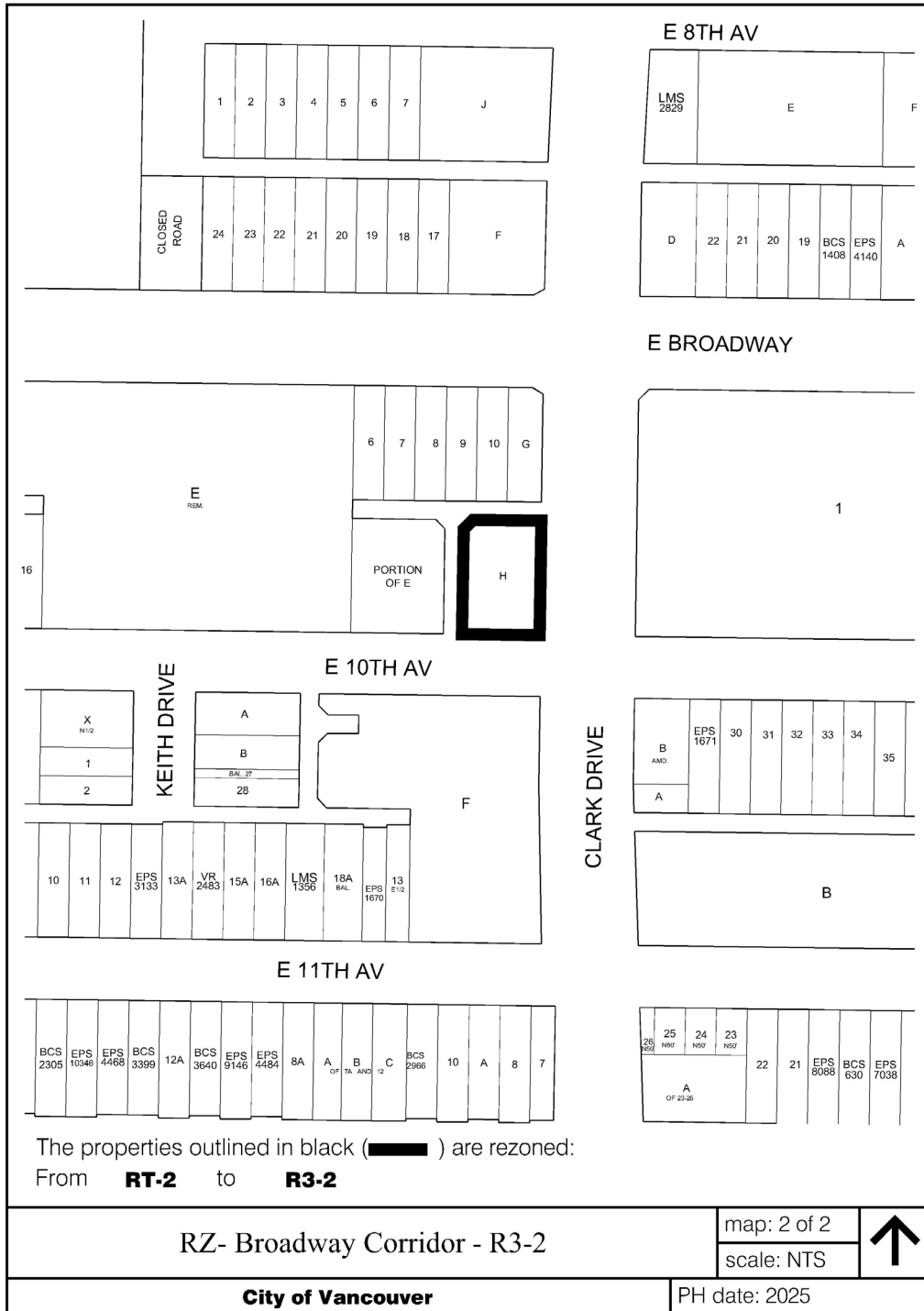
7.2.1 All affordable dwelling units are subject to the requirements of this Schedule J for the longer of:

- (a) 60 years from the date of first occupancy of the affordable dwelling units; or
 - (b) the life of the building in which the affordable dwelling units are situated.
-

Schedule E





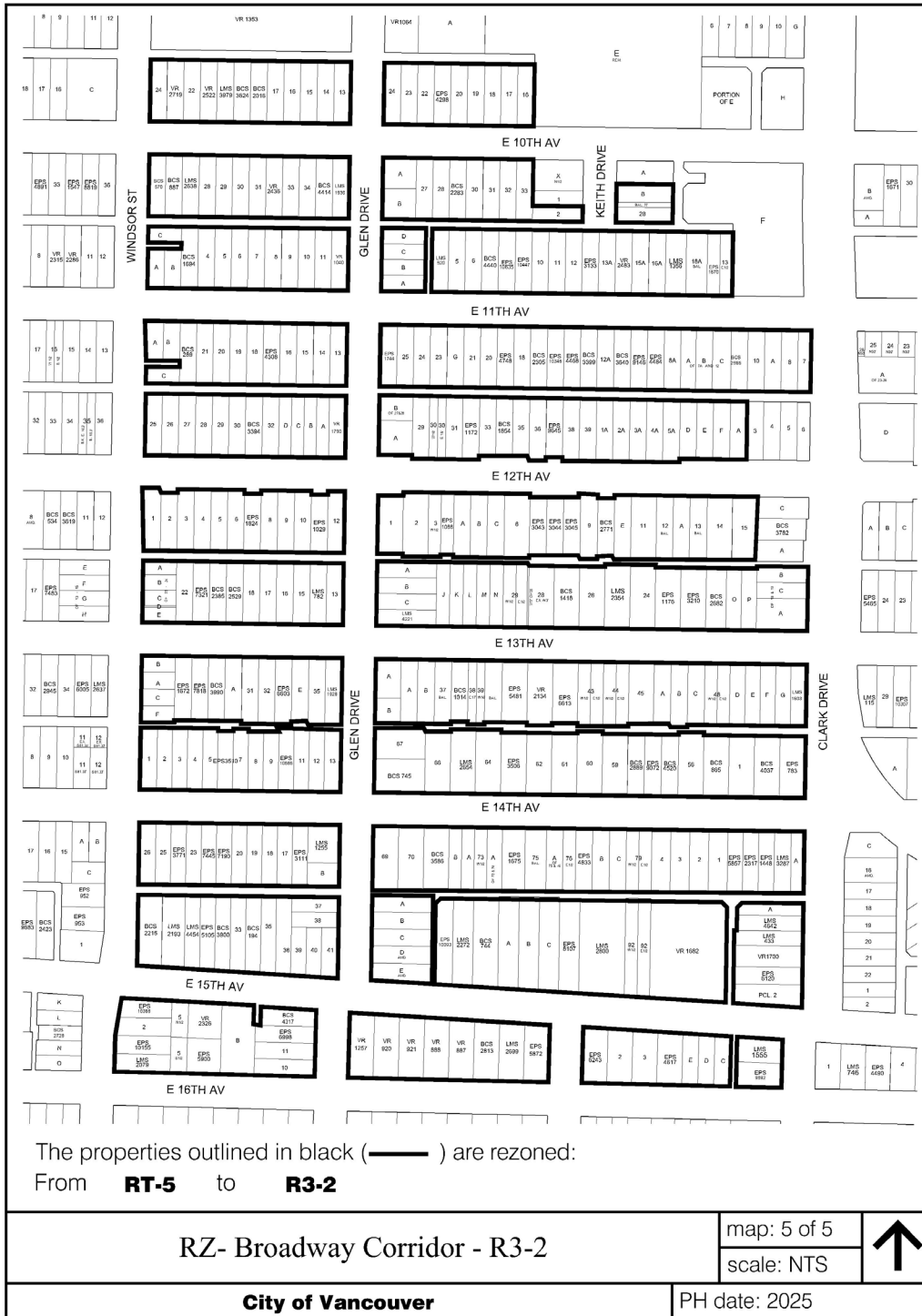














The properties outlined in black (—) are rezoned:
From **RT-6** to **R3-2**

RZ- Broadway Corridor - R3-2

map: 1 of 2

scale: NTS



City of Vancouver

PH date: 2025



The properties outlined in black (—) are rezoned:
From **RT-6** to **R3-2**

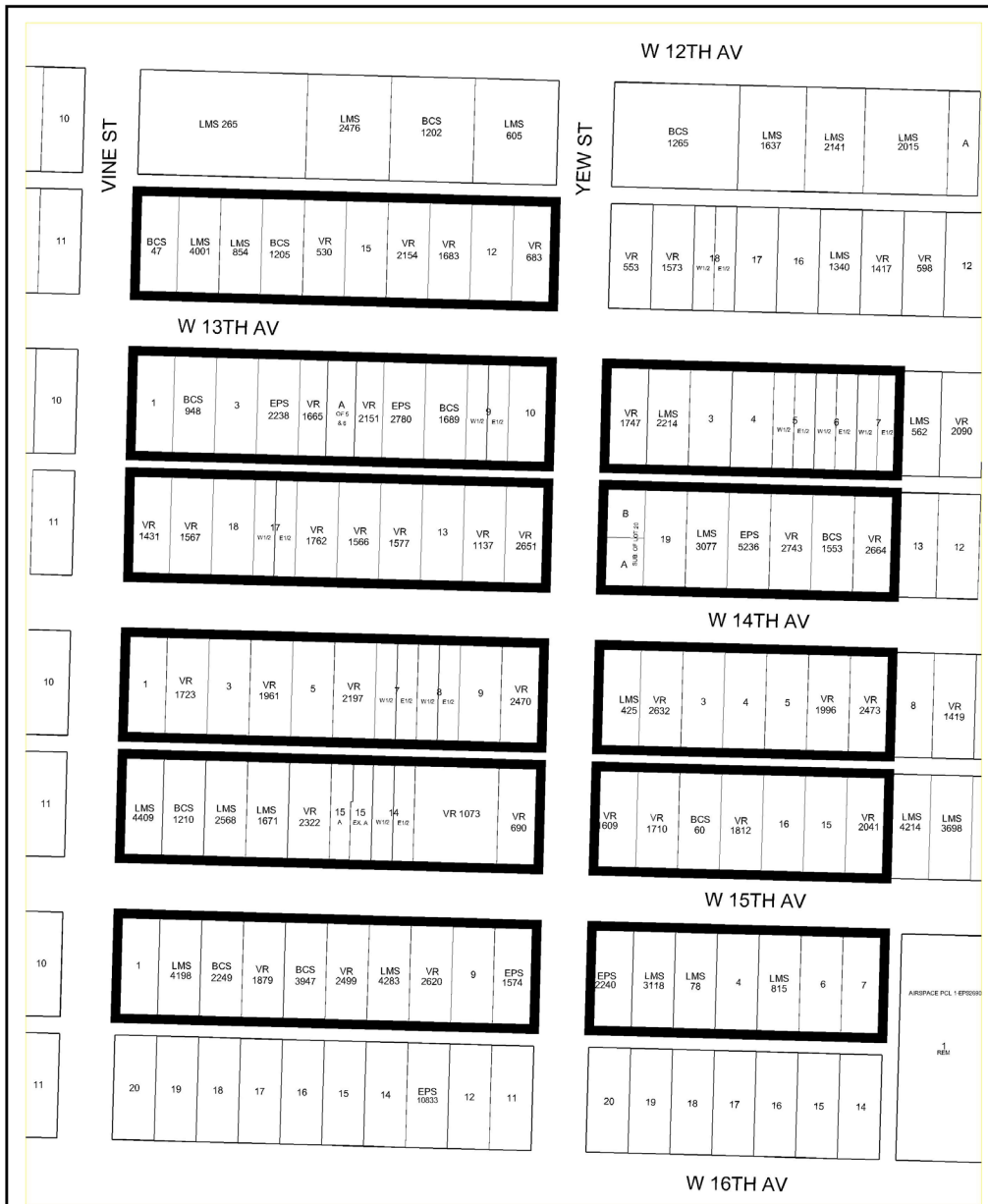
RZ- Broadway Corridor - R3-2

map: 2 of 2
scale: NTS



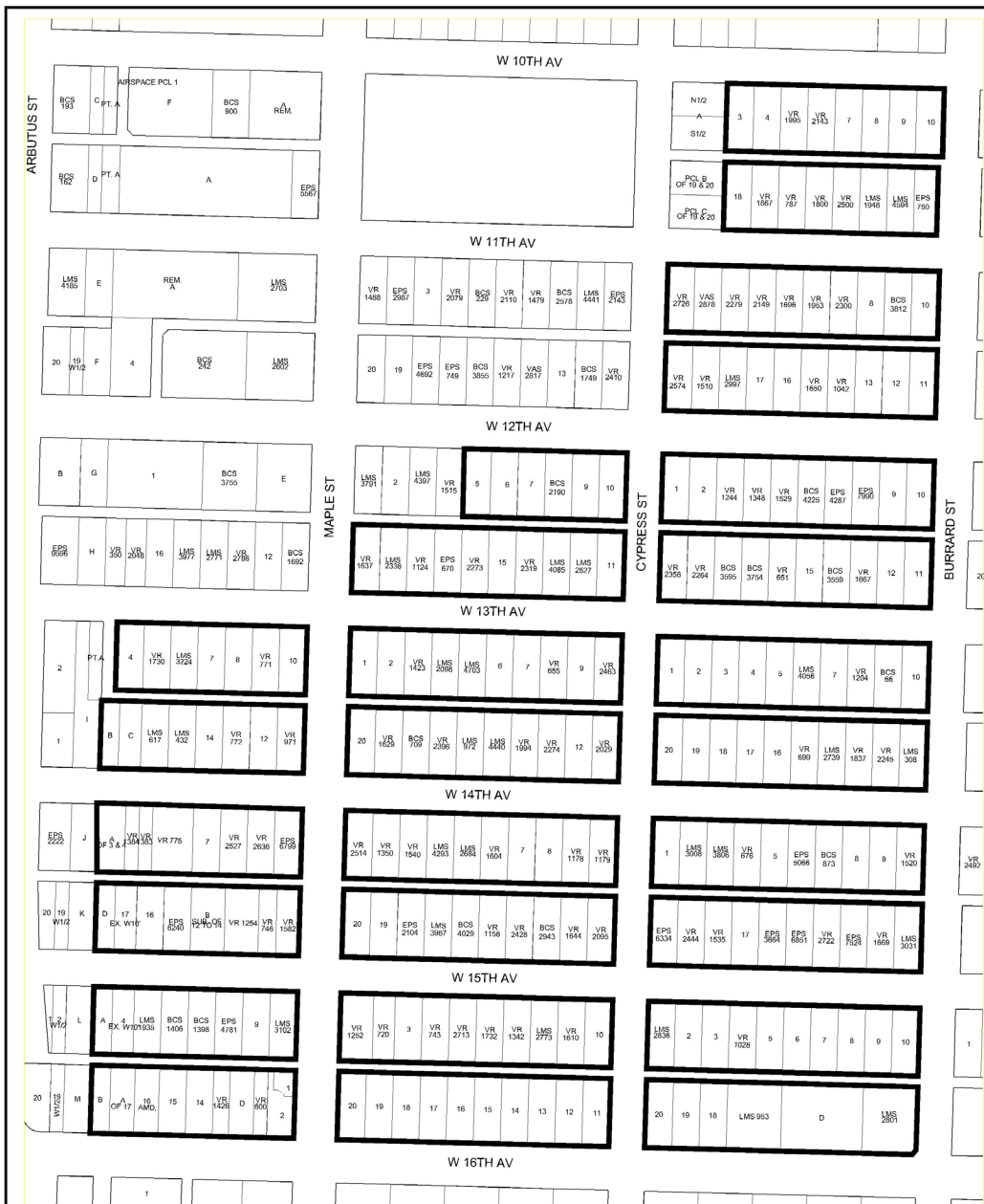
City of Vancouver

PH date: 2025



The properties outlined in black () are rezoned:
From **RT-7** to **R3-2**

RZ- Broadway Corridor - R3-2	map: 1 of 1	
	scale: NTS	
City of Vancouver	PH date: 2025	



The properties outlined in black (—) are rezoned:
From **RT-8** to **R3-2**

RZ- Broadway Corridor - R3-2

map: 1 of 1

scale: NTS

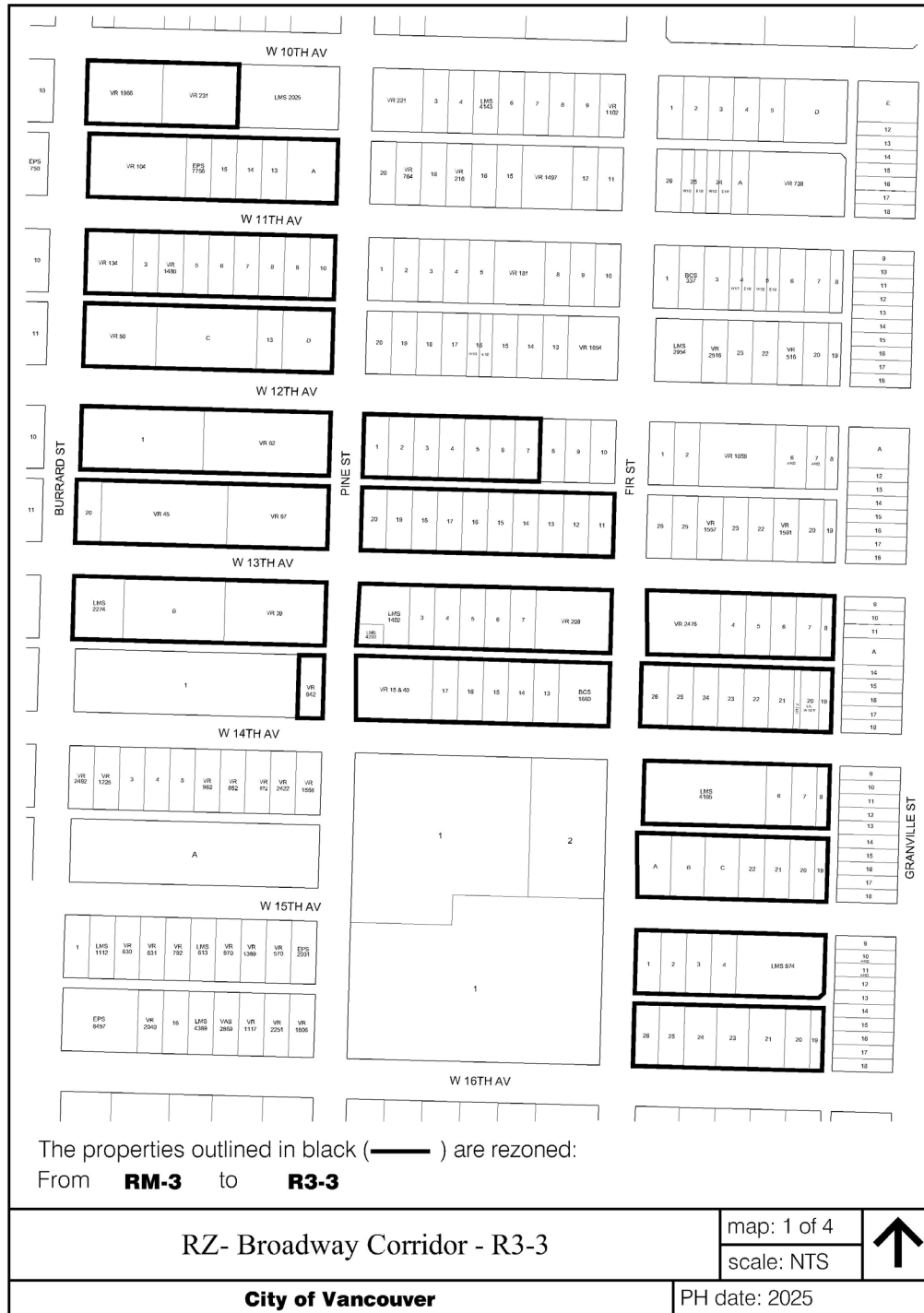


City of Vancouver

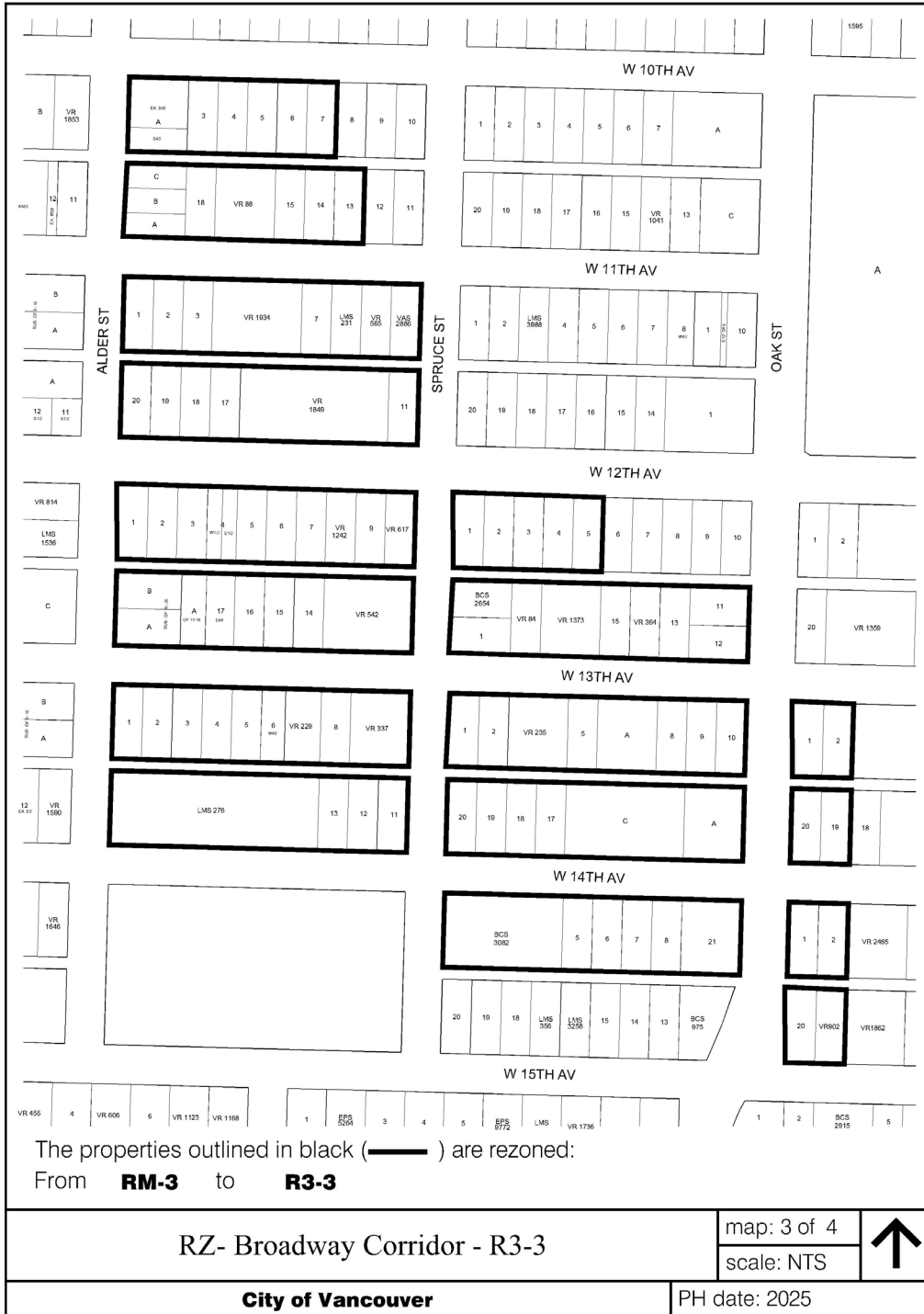
PH date: 2025

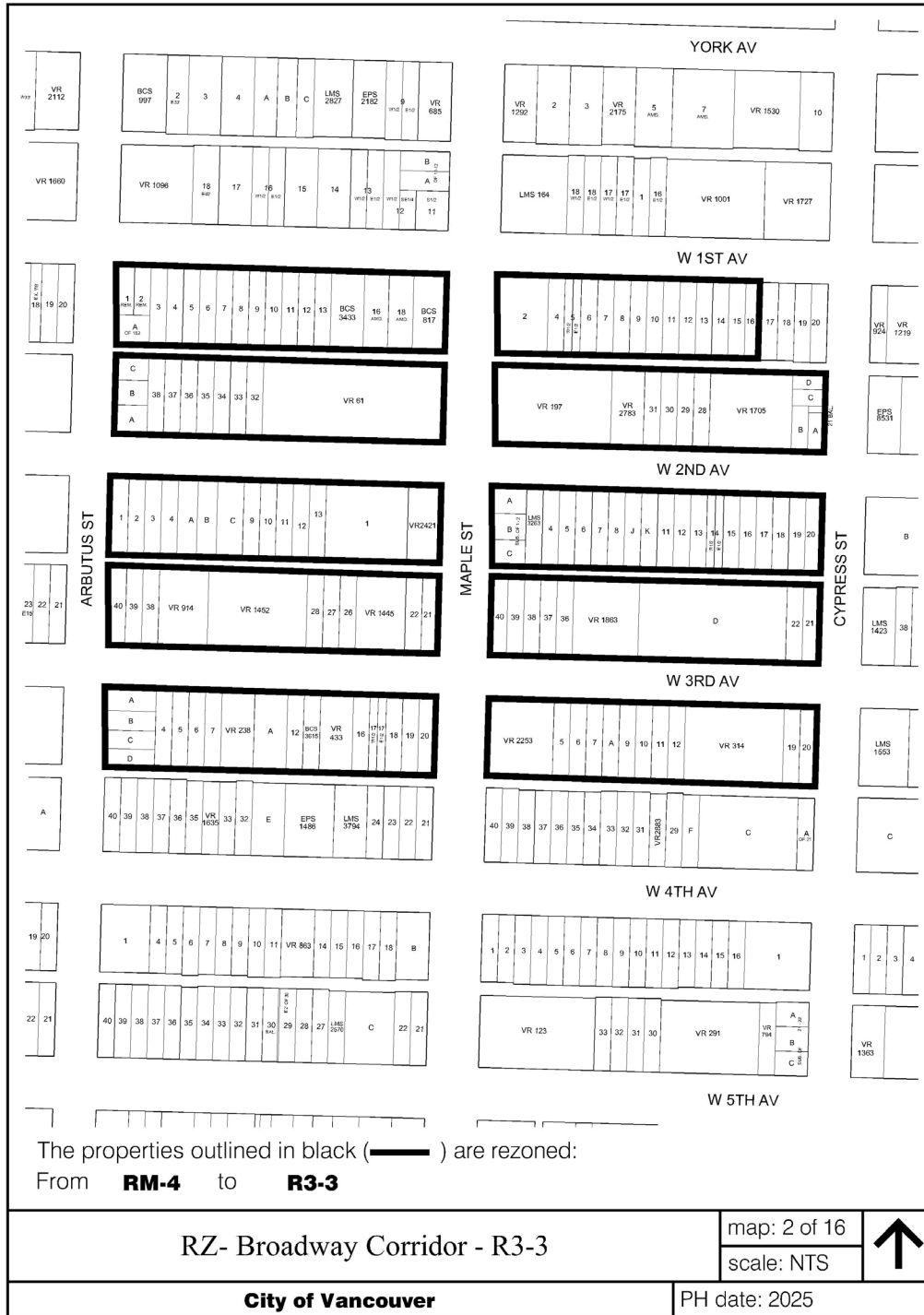
Schedule F



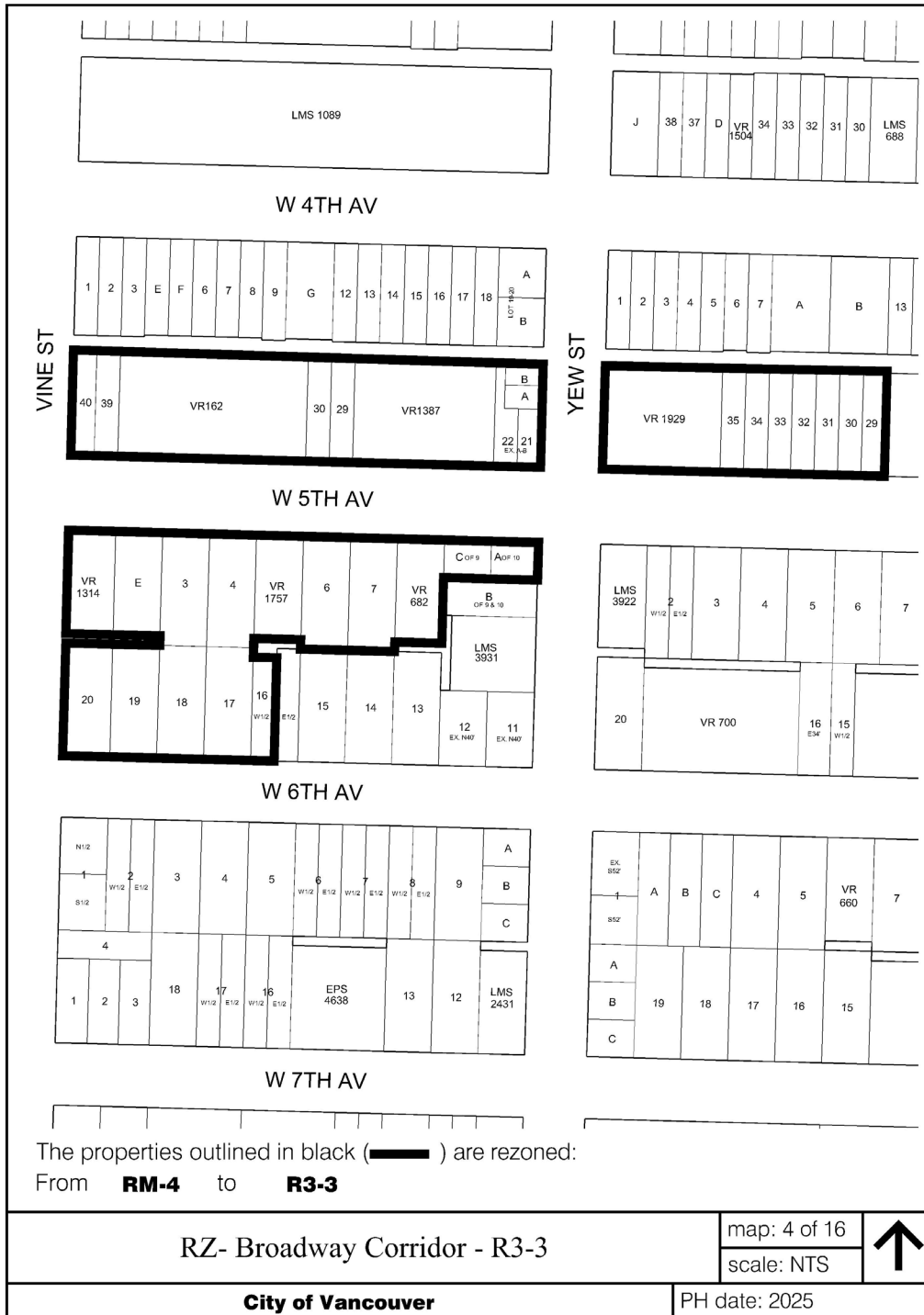








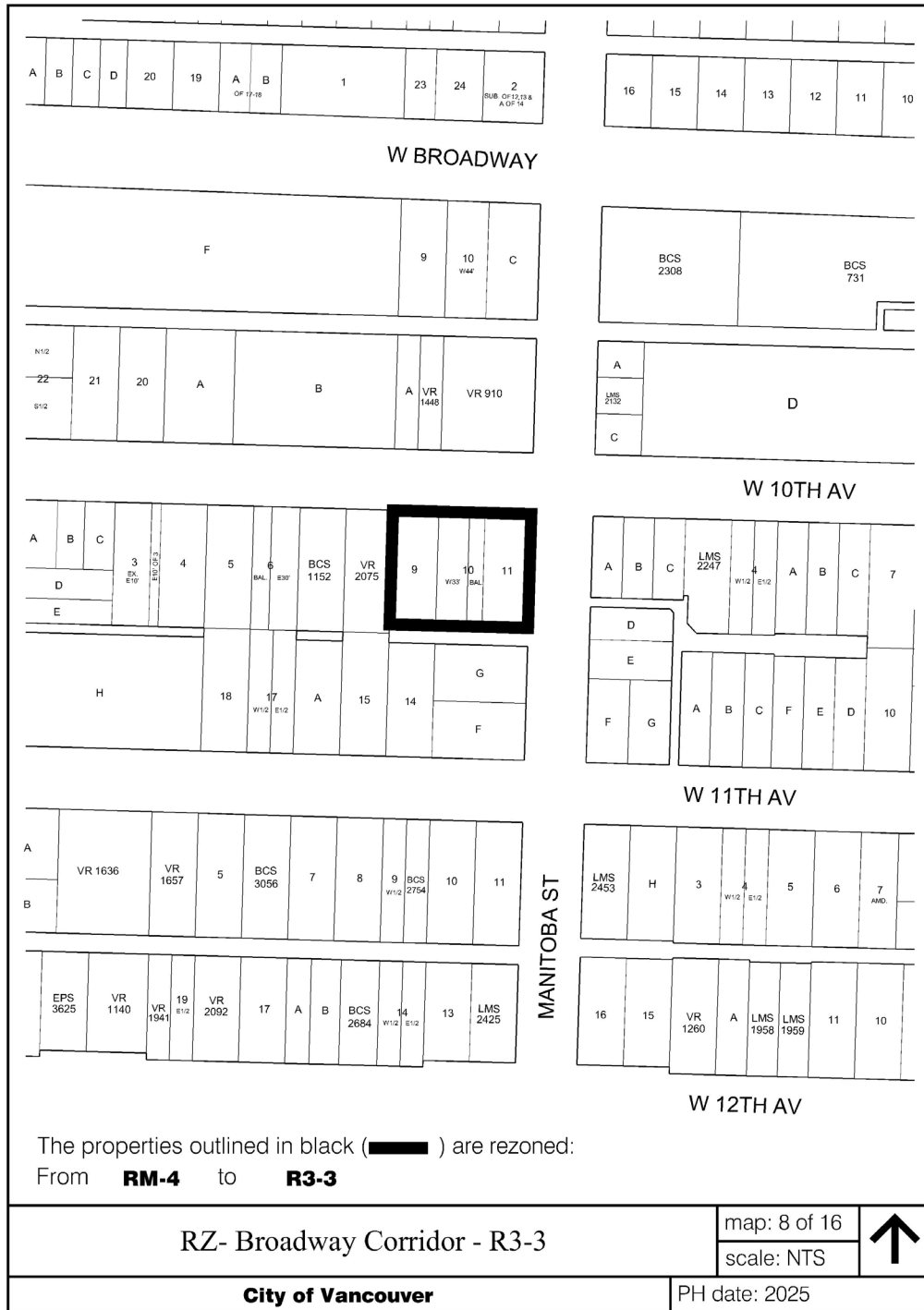


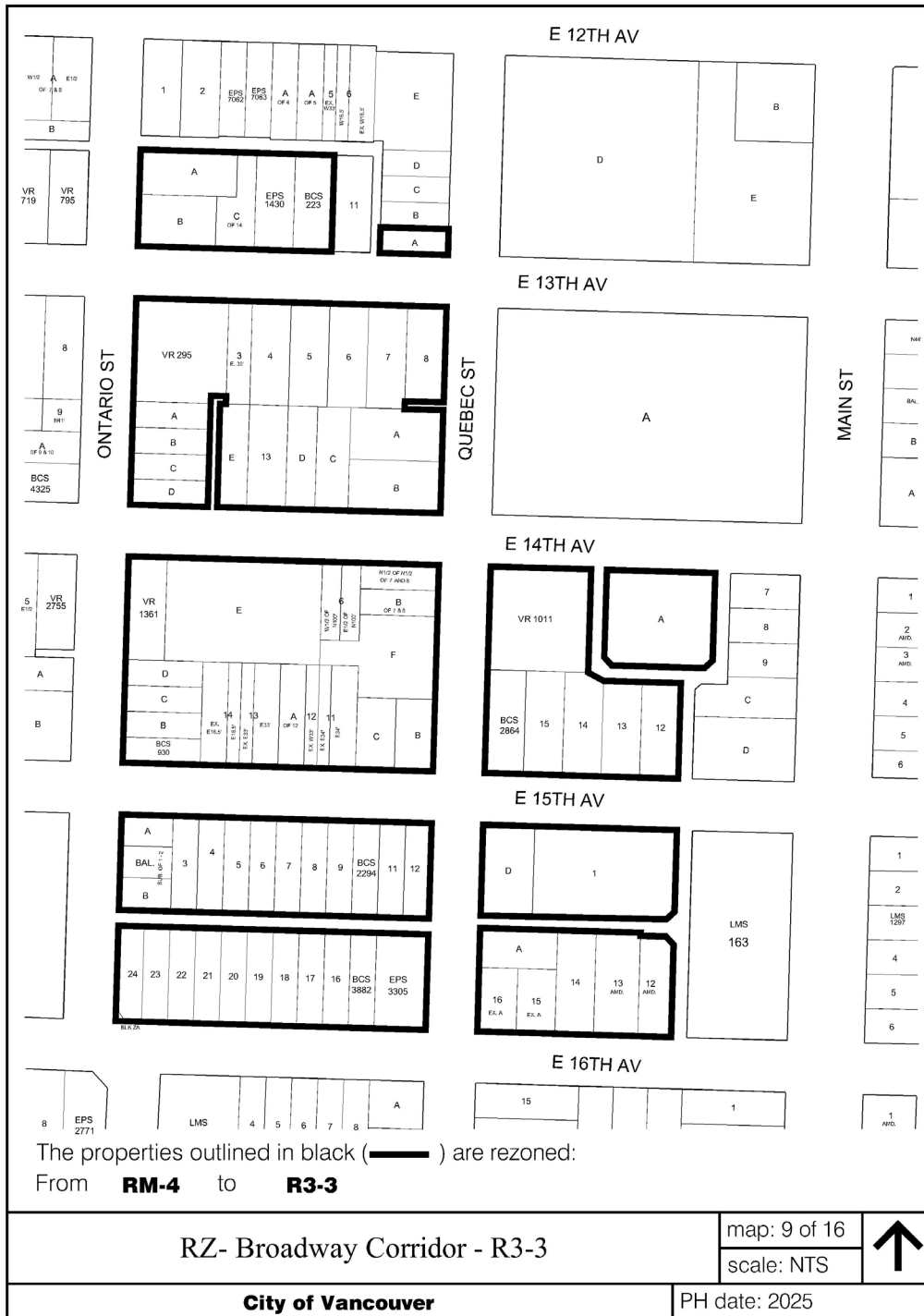


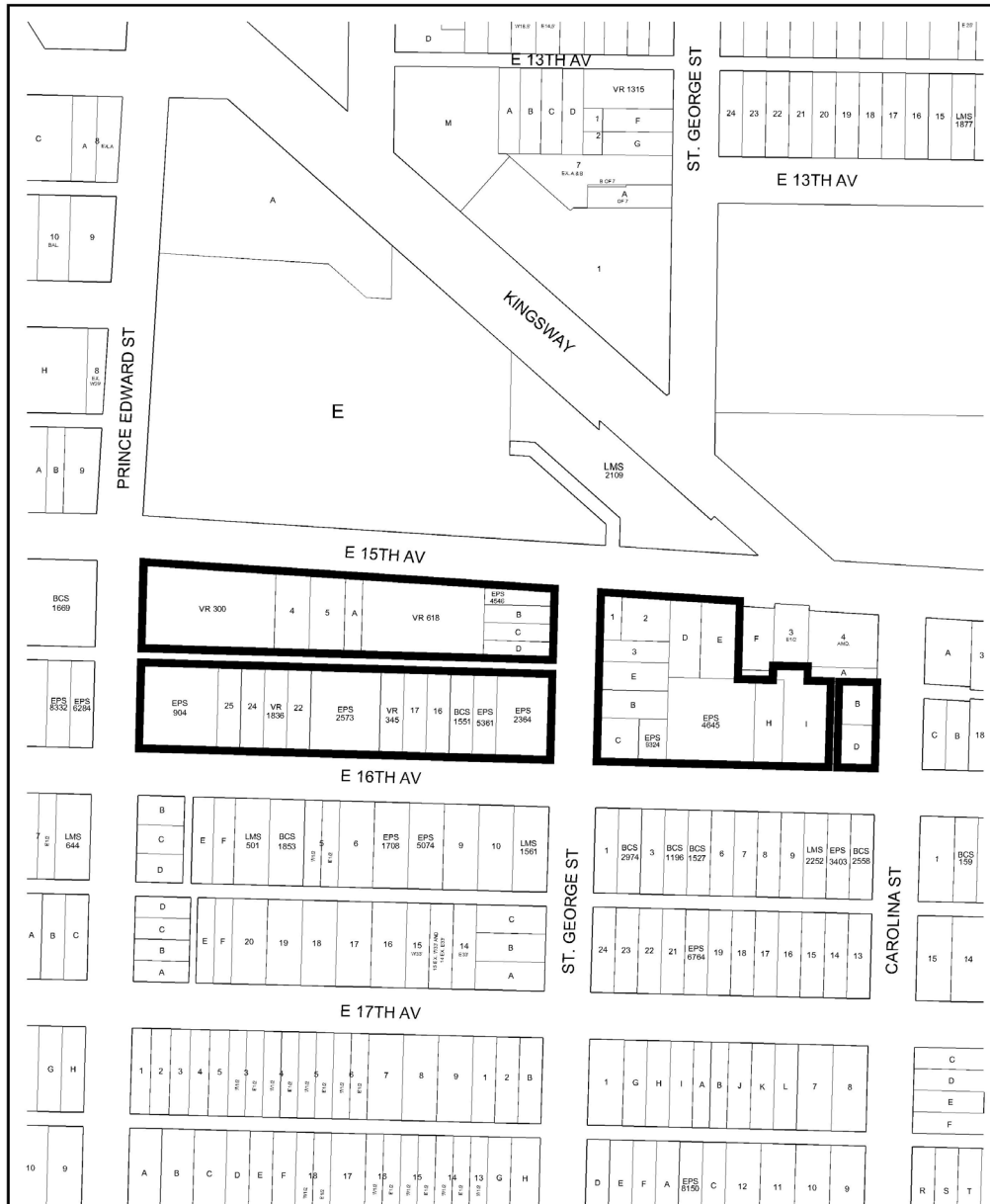












The properties outlined in black (—) are rezoned:

From **RM-4** to **R3-3**

RZ- Broadway Corridor - R3-3

map: 11 of 16

scale: NTS



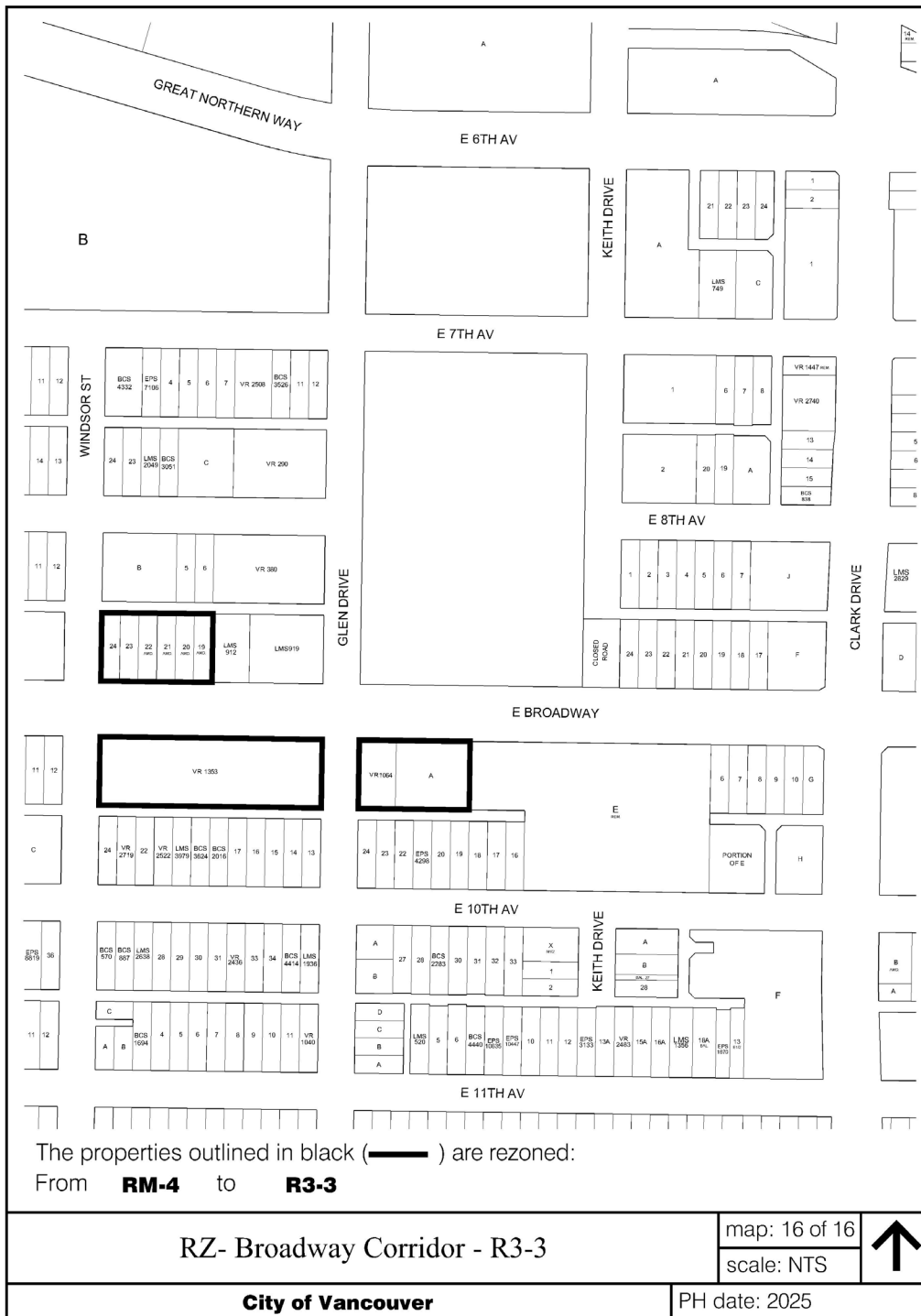
City of Vancouver

PH date: 2025

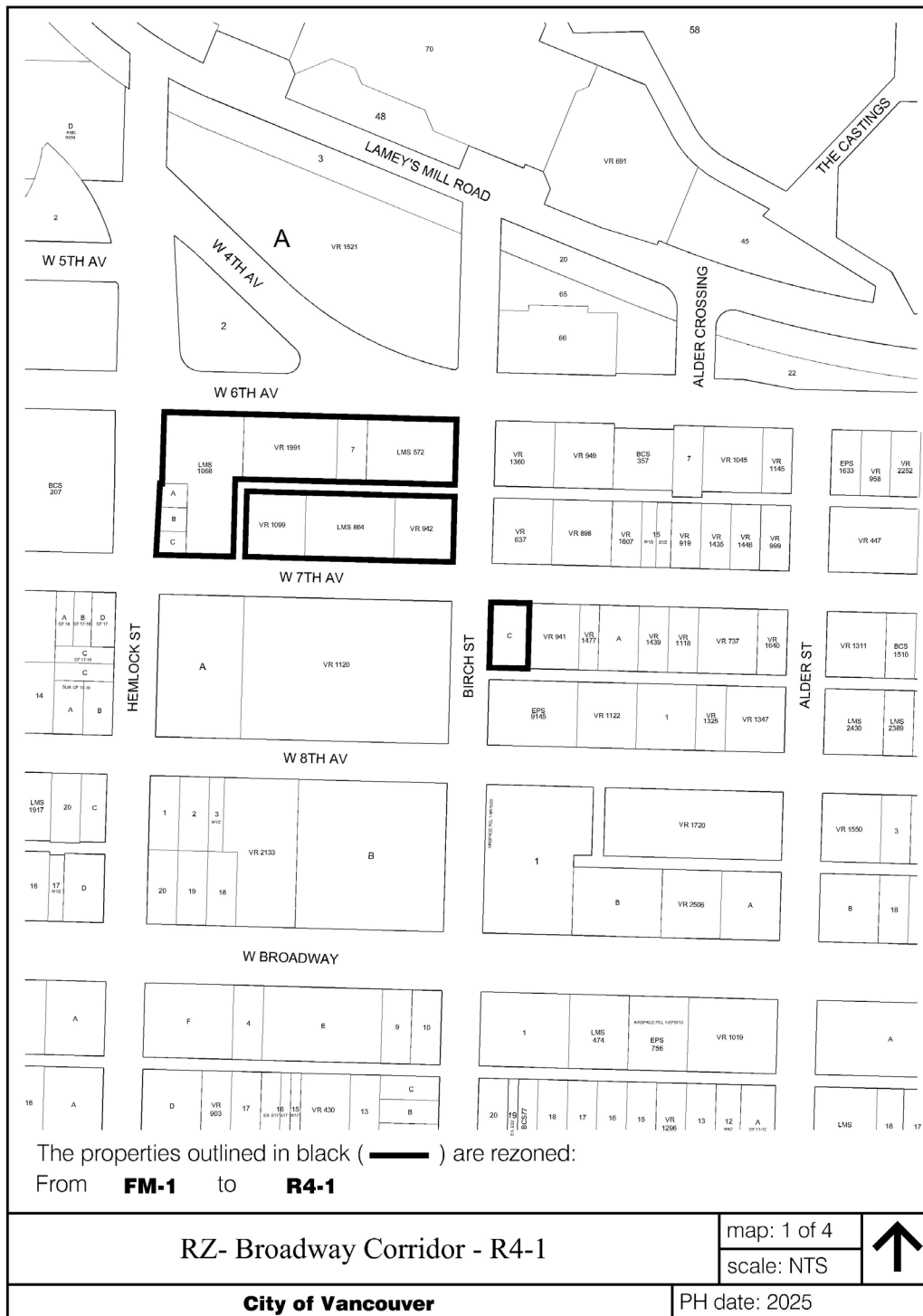


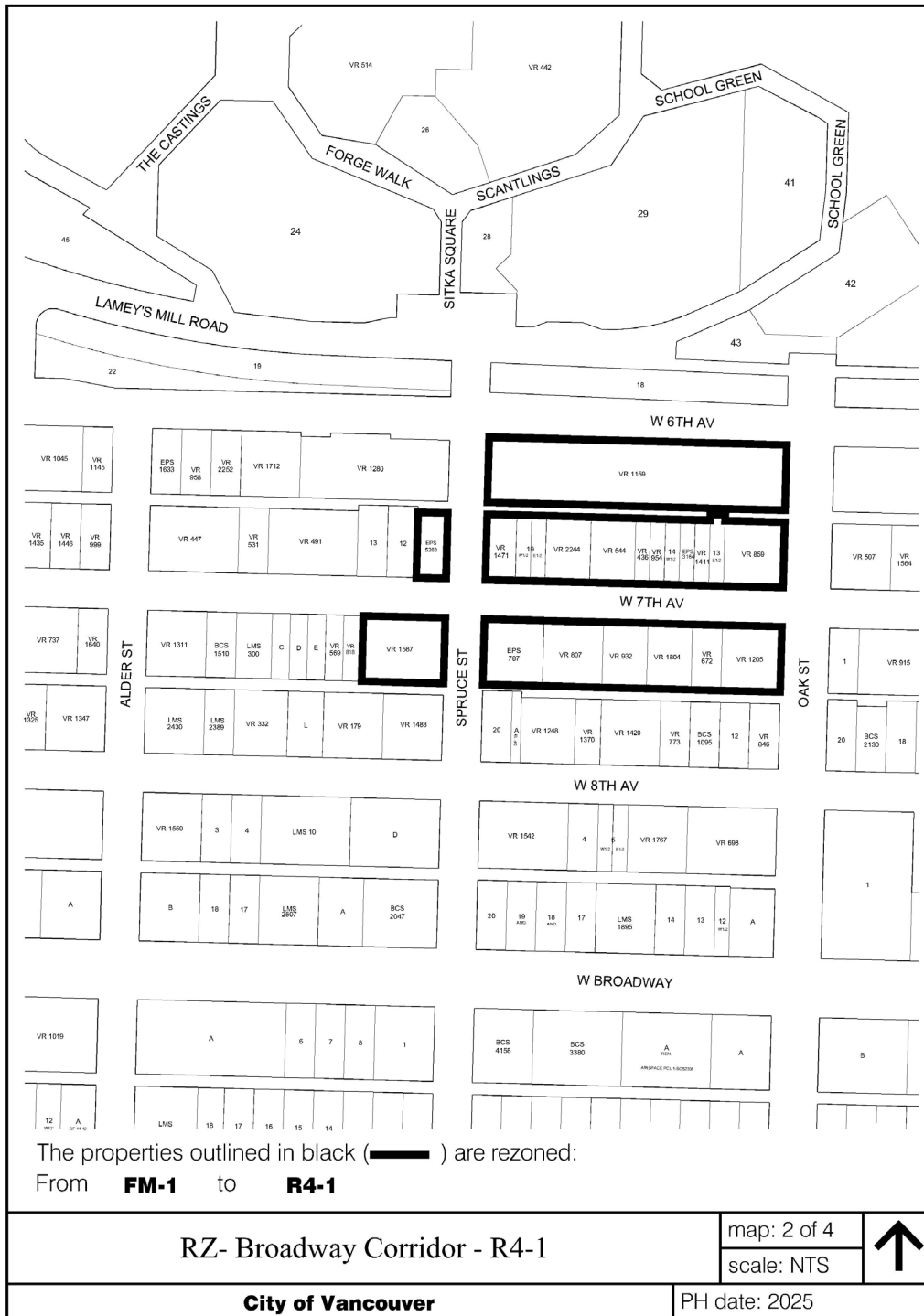


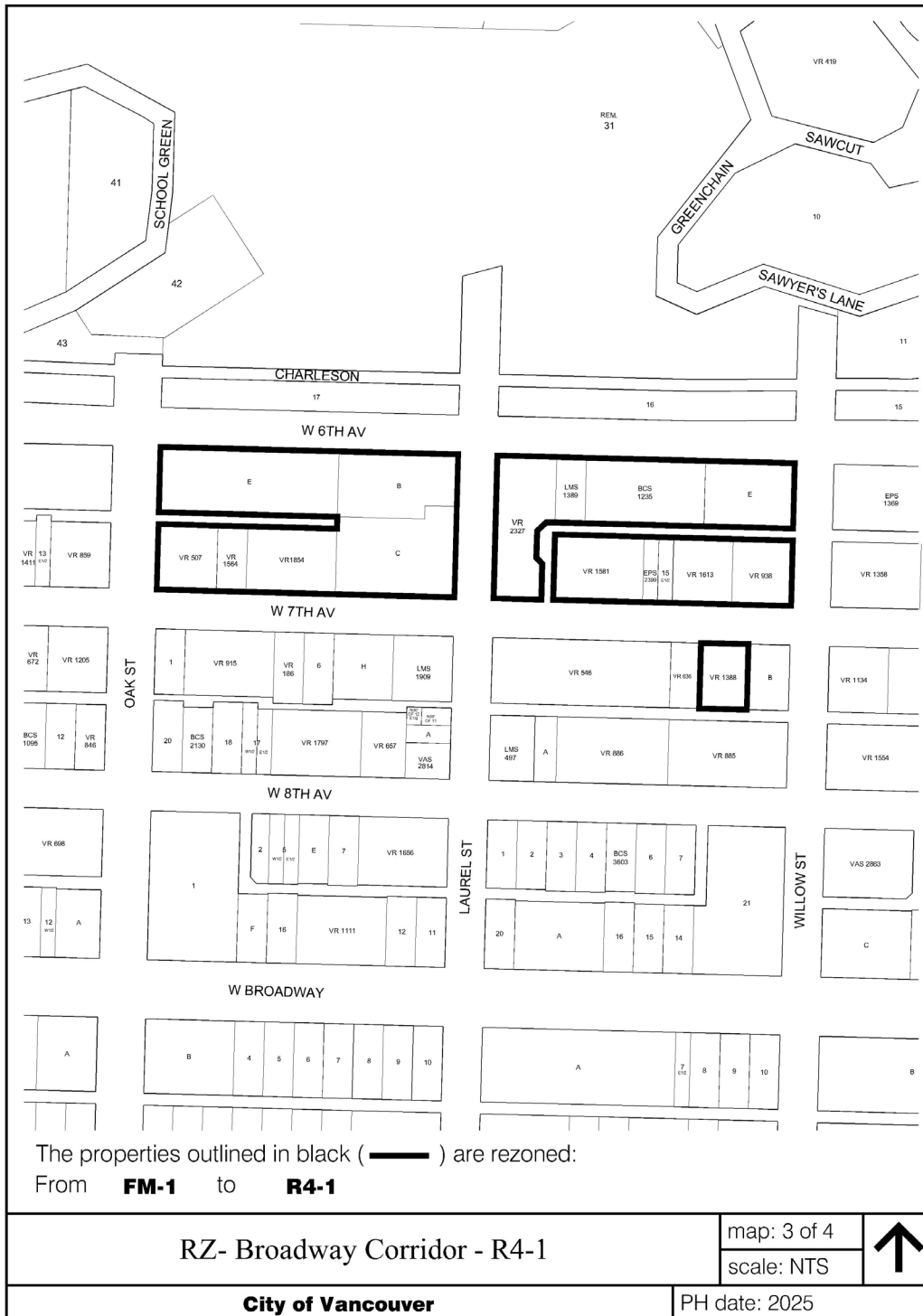


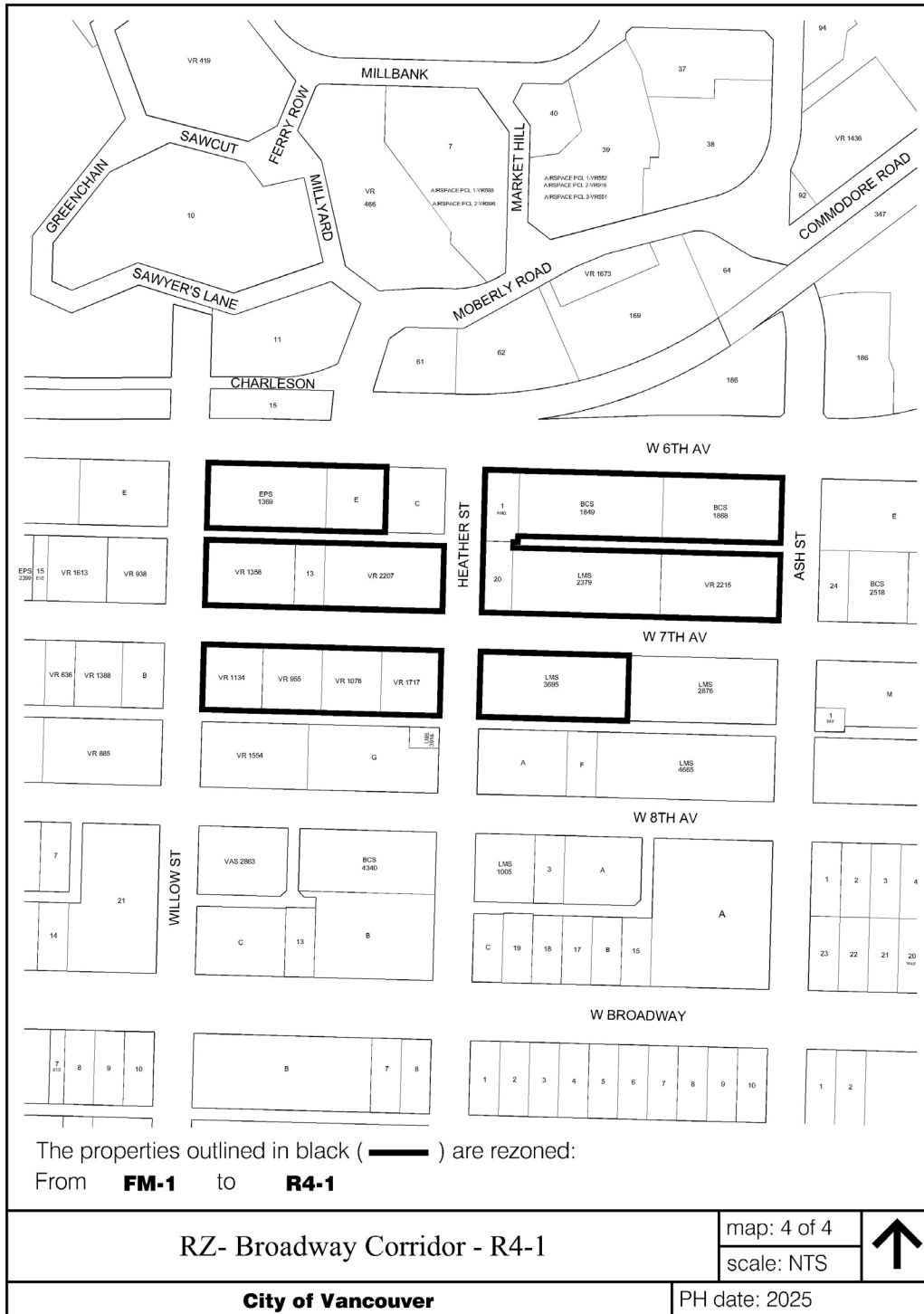


Schedule G









Schedule H





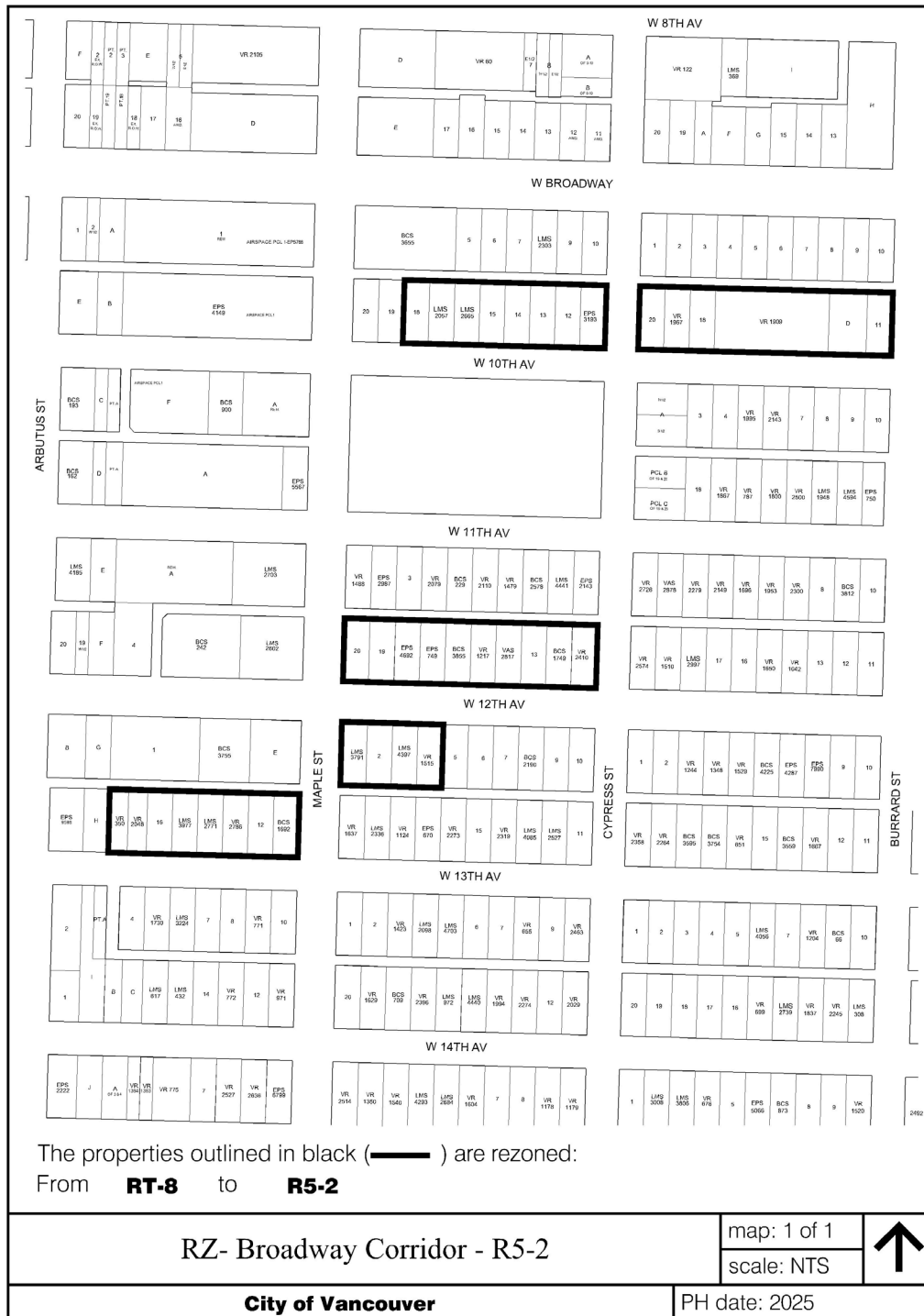
Schedule I











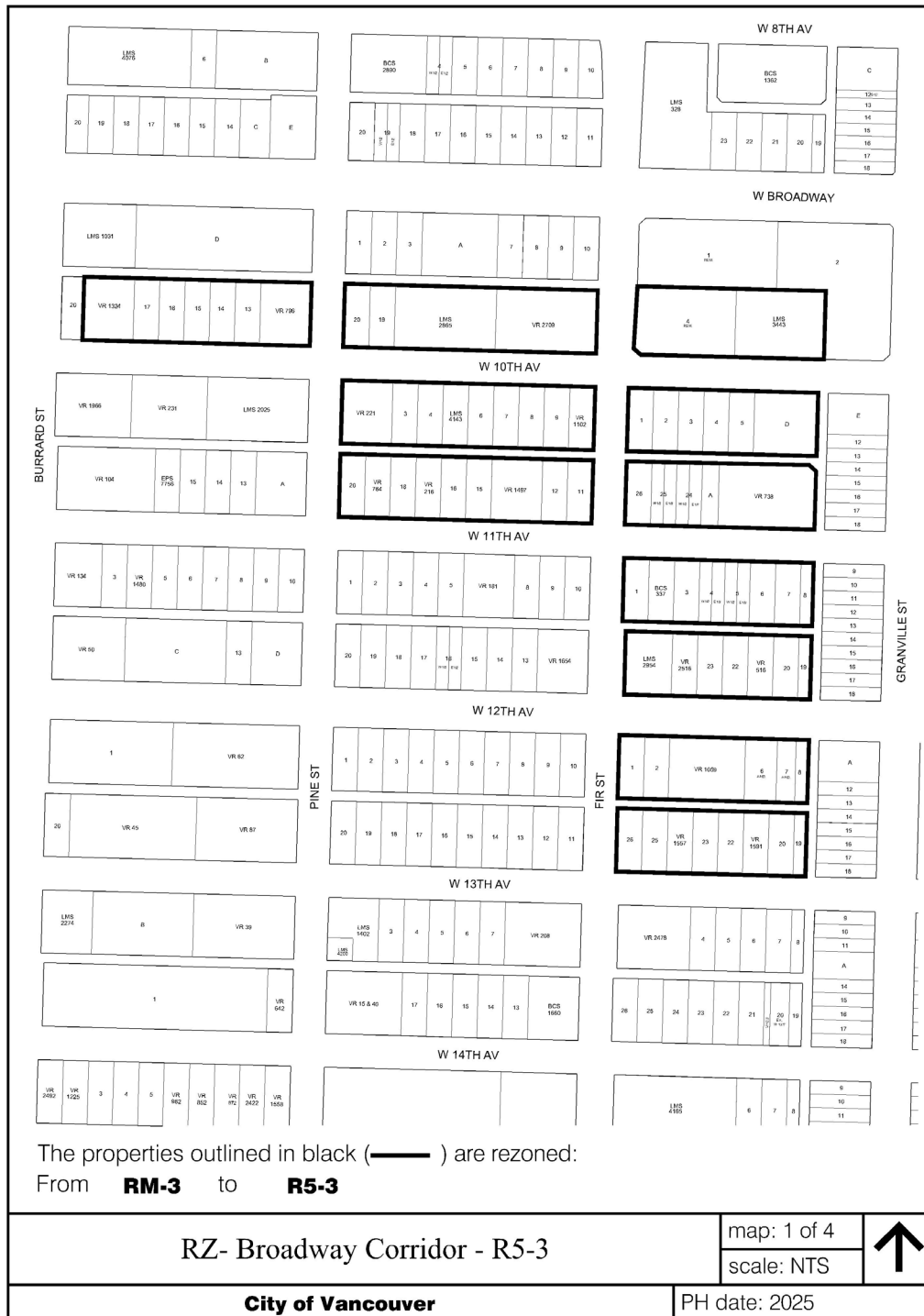
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From **FM-1** to **R5-3**

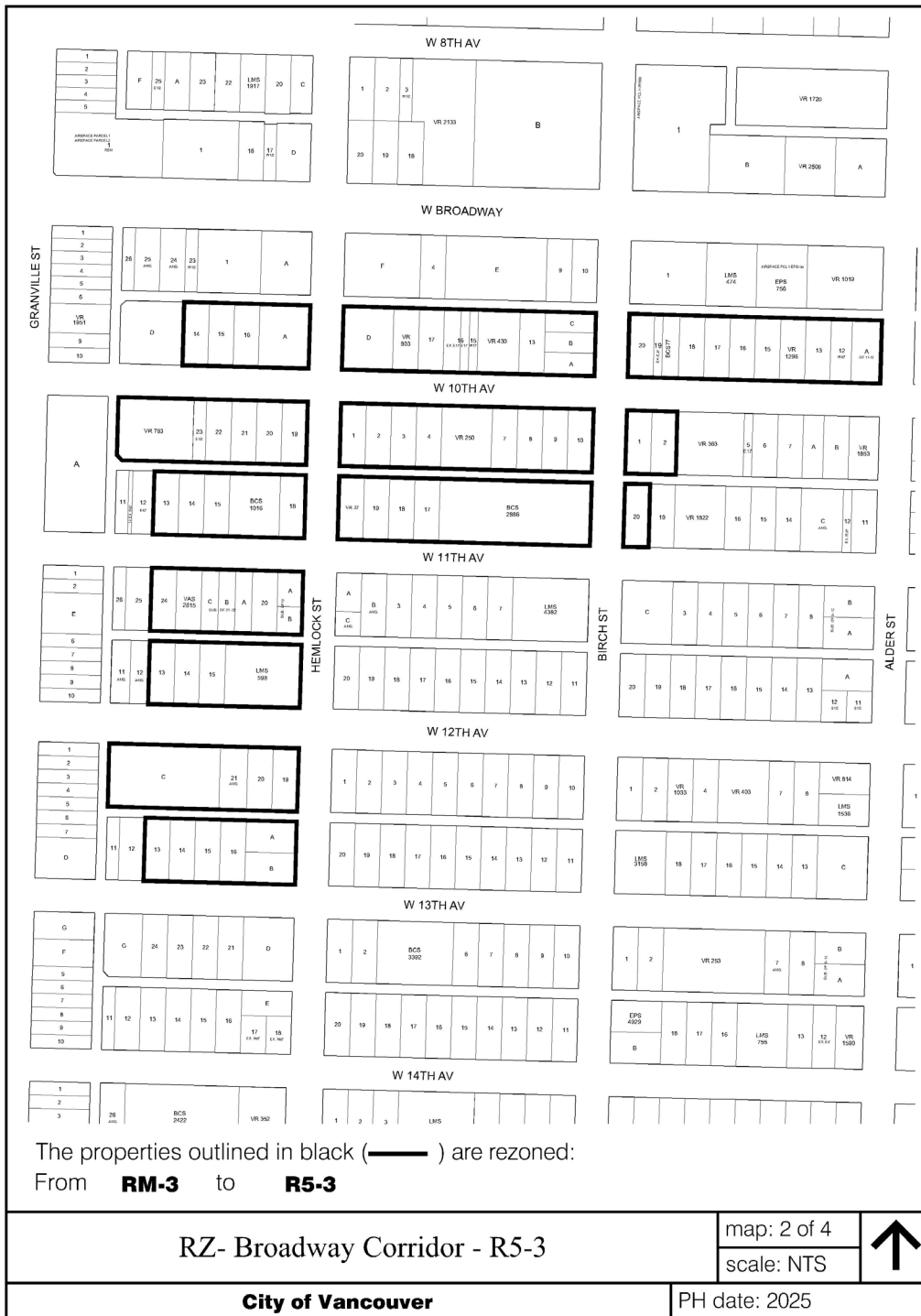
RZ- Broadway Corridor - R5-3

map: 1 of 1
scale: NTS

City of Vancouver

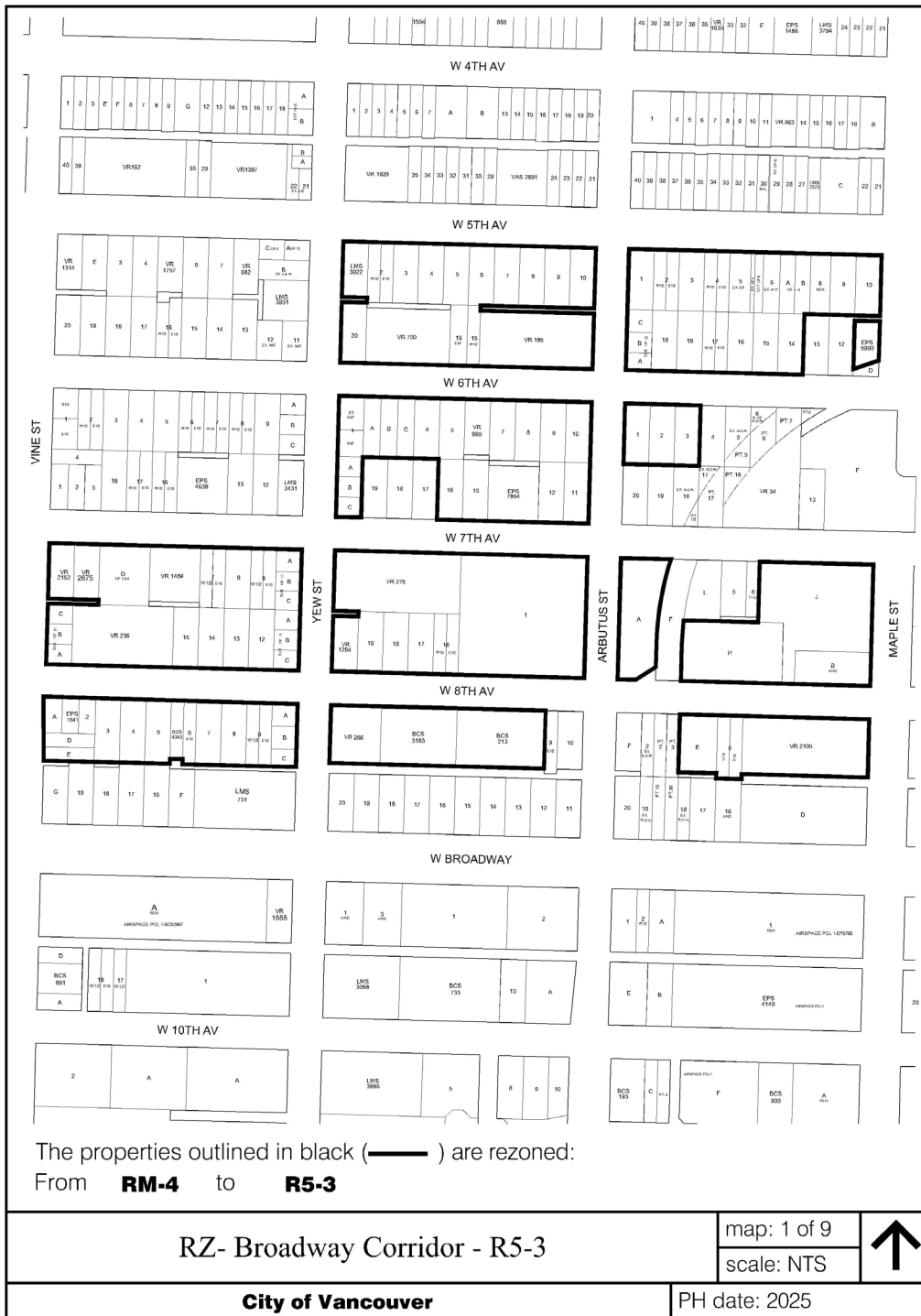
PH date: 2025



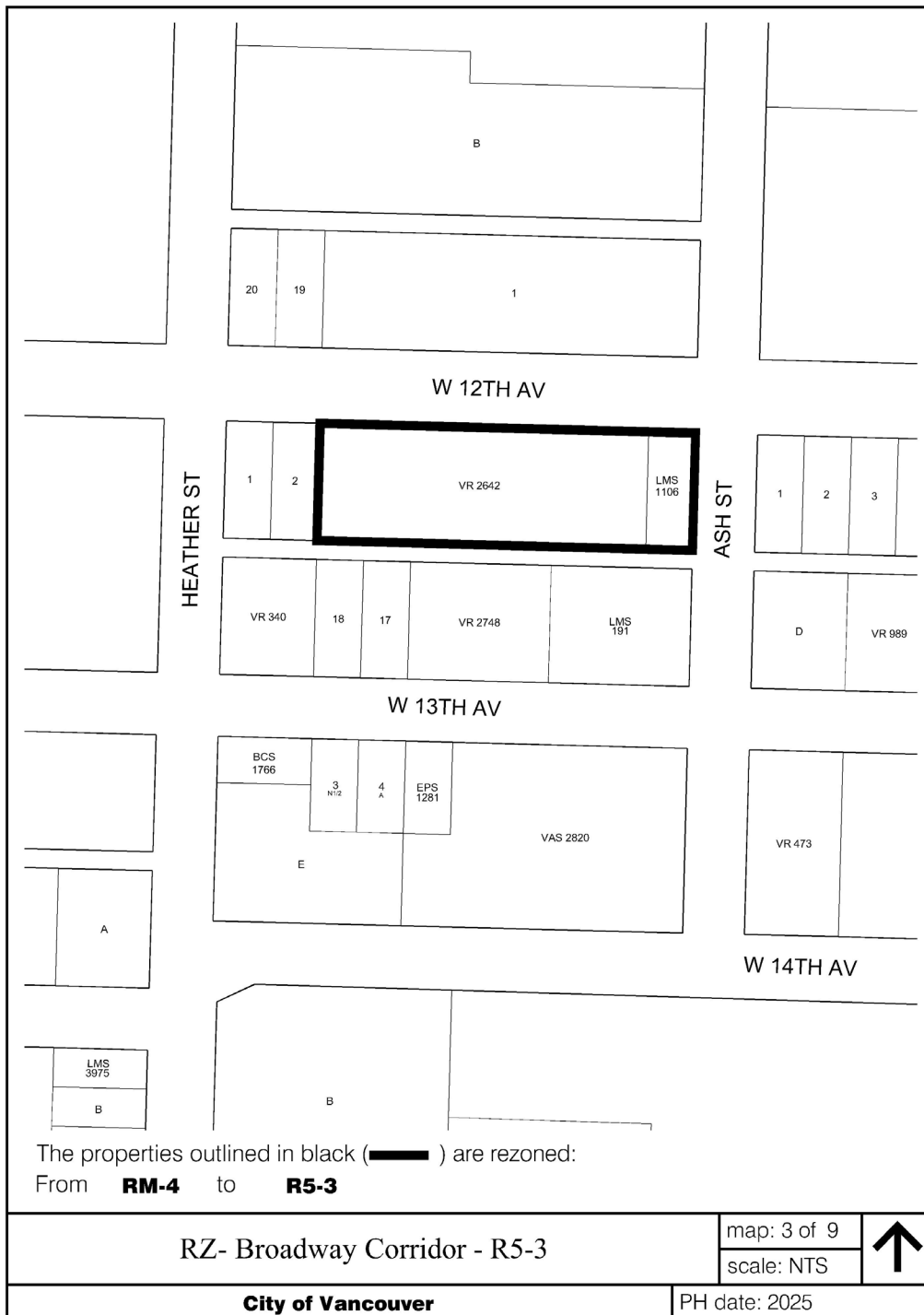














The properties outlined in black (—) are rezoned:
From **RM-4** to **R5-3**



The properties outlined in black (—) are rezoned:
From **RM-4** to **R5-3**

RZ- Broadway Corridor - R5-3

map: 5 of 9

scale: NTS



City of Vancouver

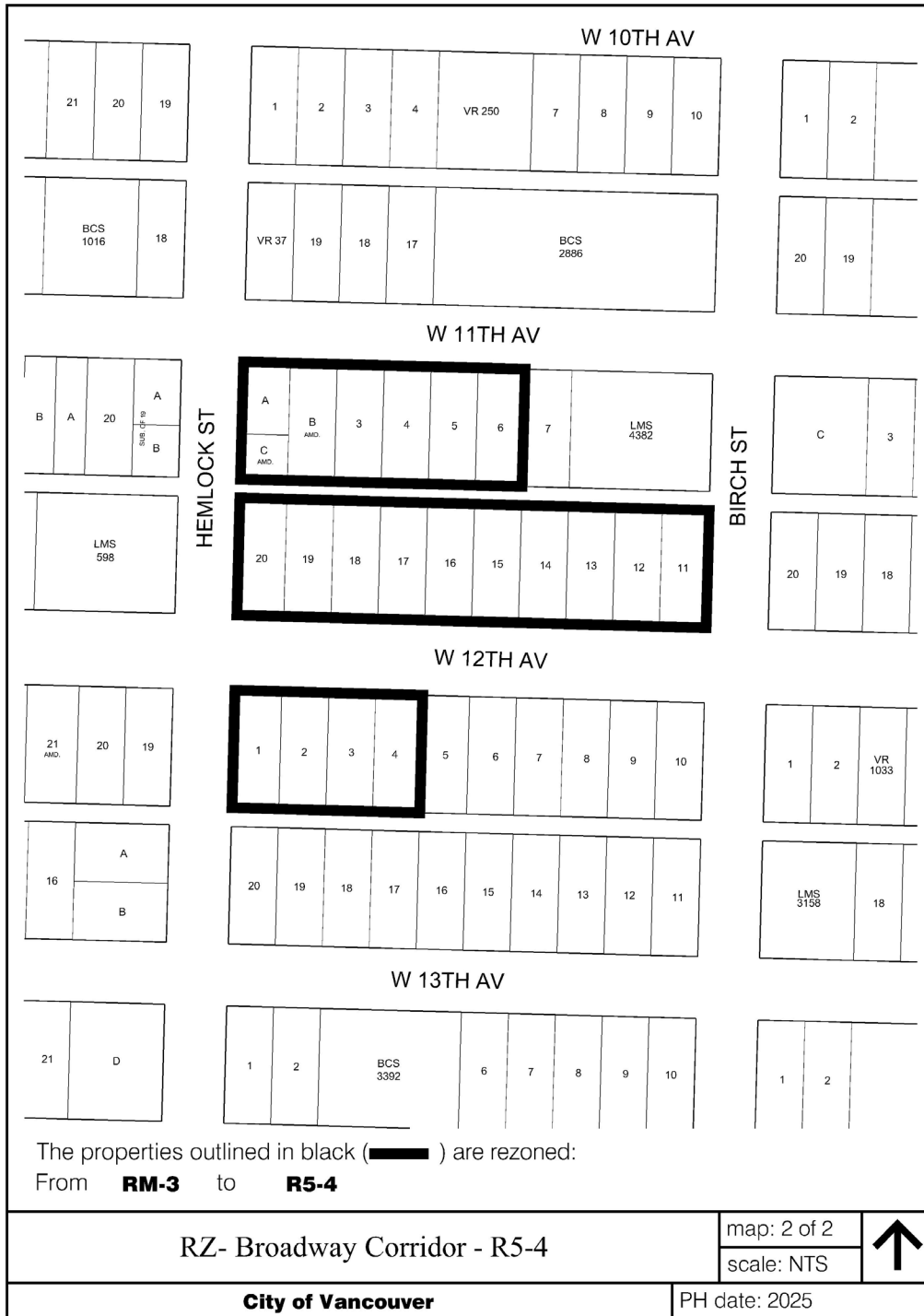
PH date: 2025





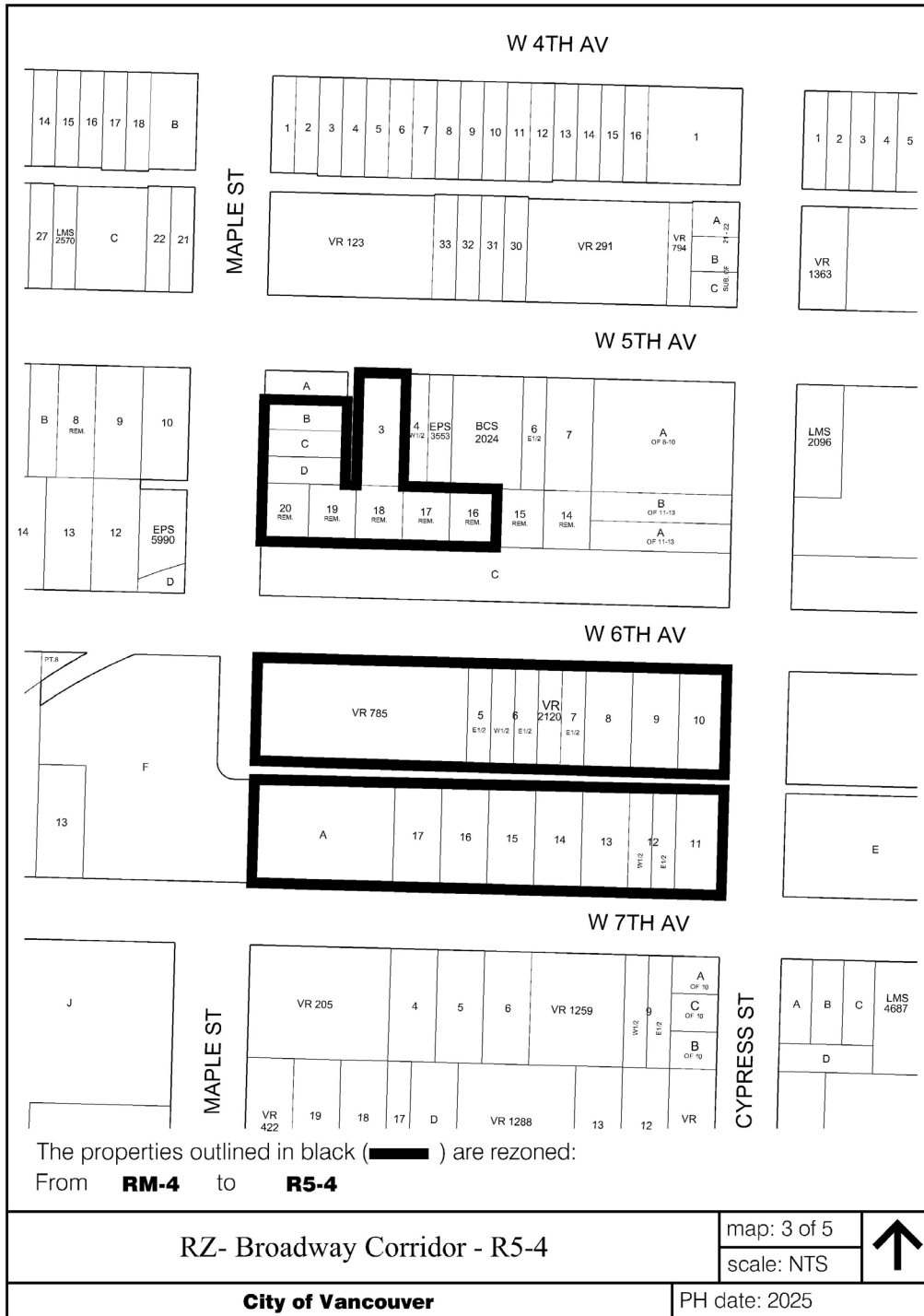
Schedule K



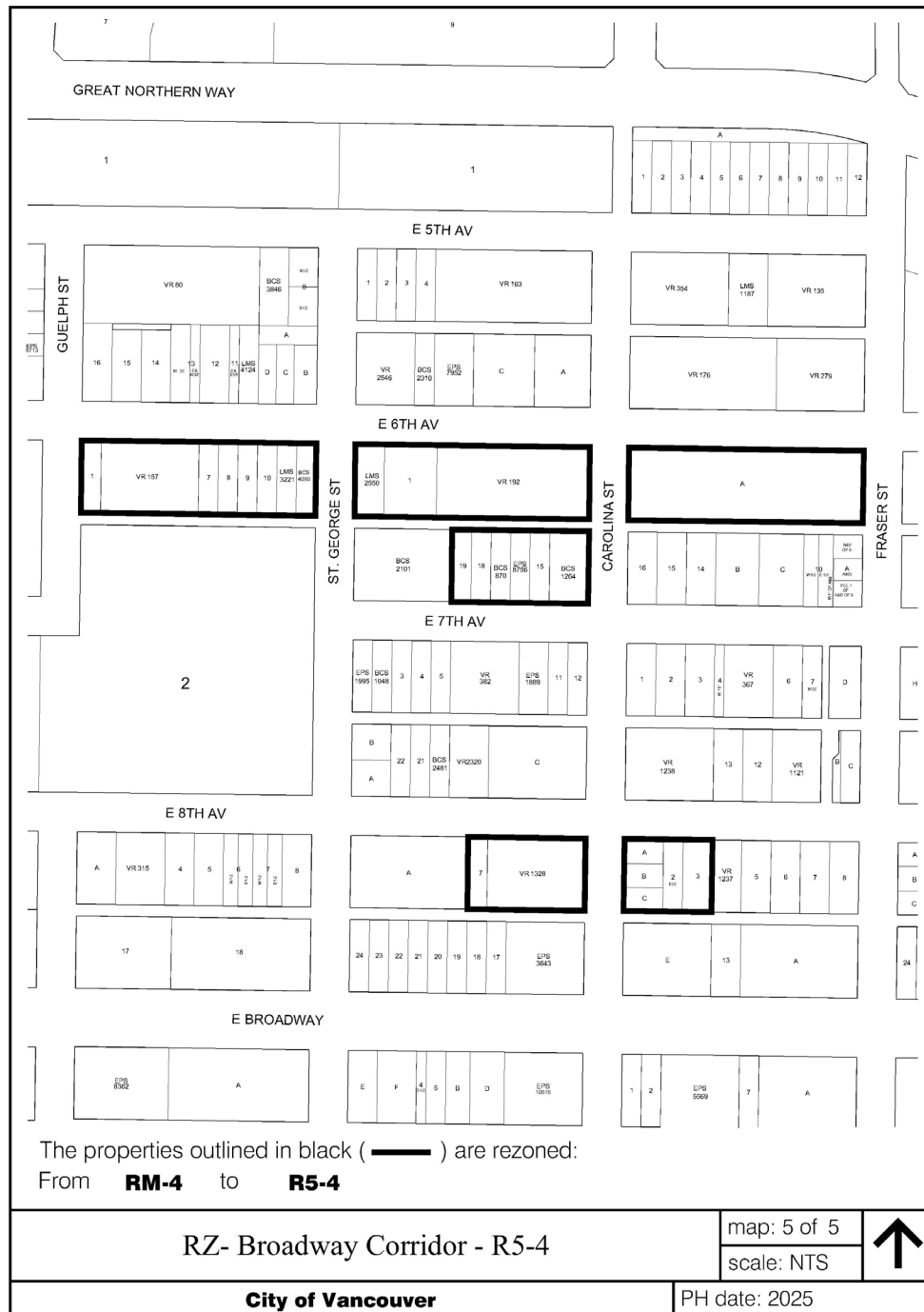




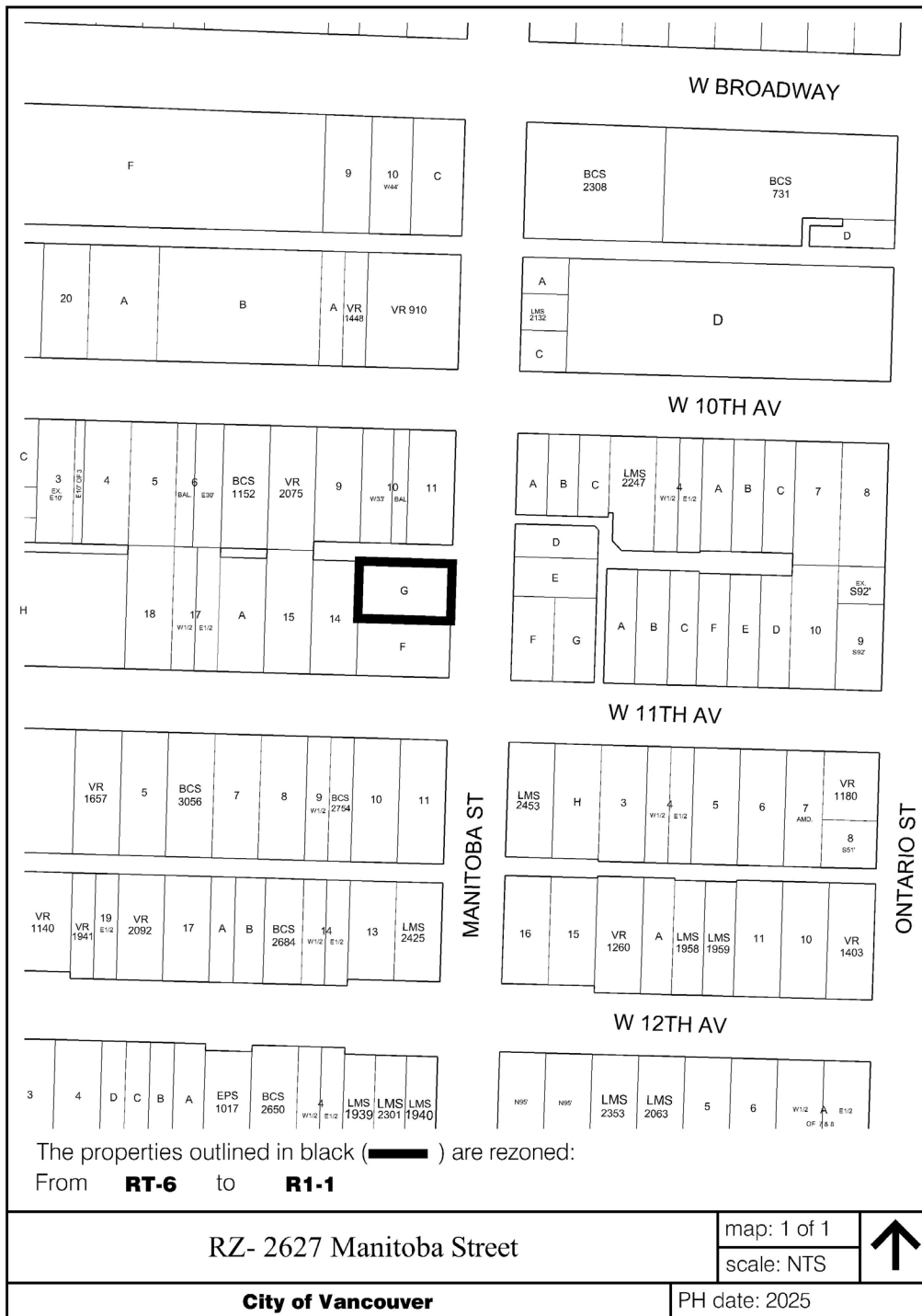








Schedule L



EXPLANATION**A By-law to amend Noise Control By-law No. 6555
regarding R3, R4 and R5 District Schedules**

Enactment of the attached by-law will accomplish Council's resolutions of September 16, 2025 and October 7, 2025 to amend the Noise Control By-law regarding new R3, R4 and R5 District Schedules.

Director of Legal Services
October 21, 2025

BY-LAW NO. _____

**A By-law to amend Noise Control By-law No. 6555
regarding R3, R4 and R5 District Schedules**

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

1. This by-law amends the indicated provisions or schedules of the Noise Control By-law No. 6555.
2. In Schedule B of the Noise Control By-law, Council, in the correct alphanumerical order under the Intermediate Zone heading:
 - (a) adds "R3-1";
 - (b) adds "R3-2";
 - (c) adds "R3-3";
 - (d) adds "R4-1";
 - (e) adds "R5-1";
 - (f) adds "R5-2";
 - (g) adds "R5-3"; and
 - (h) adds "R5-4".
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
Rental Housing Stock Official Development Plan By-law No. 9488
regarding new R3, R4 and R5 District Schedules**

Enactment of the attached by-law will accomplish Council's resolution of September 16, 2025, and October 7, 2025 to amend the Rental Housing Stock Official Development Plan By-law regarding new R3, R4 and R5 District Schedules.

Director of Legal Services
October 21, 2025

BY-LAW NO. _____

**A By-law to amend the
Rental Housing Stock Official Development Plan By-law No. 9488
regarding new R3, R4 and R5 District Schedules**

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

1. This by-law amends the indicated provisions of Schedule A of the Rental Housing Stock Official Development Plan By-law No. 9488.
2. In section 1.1, Council strikes out the definition of “zoning districts” and substitutes the following:

““zoning districts” mean the C-2, C-2B, C-2C, C-2C1, R3-3, R4-1, R5-3, R5-4, RM-2, RM-3, RM-3A, RM-4, RM-5, RM-5A, RM-5B, RM-5C, RM-5D, RM-6, FM-1, and CD-1 zoning districts referred to in section 9.1 of the Zoning and Development By-law, the boundaries of which the Zoning District Plan, and amendments to it, attached as Schedule D to the Zoning and Development By-law, delineate.”.
3. In section 2.1, Council:
 - (a) strikes out “” after “continue ”; and
 - (b) adds “.” after “rental housing”.
4. In section 2.5, Council:
 - (a) strikes out “Grandview-Woodlands” and substitutes “Grandview-Woodland”; and
 - (b) adds “ Broadway Plan (2022),” after “Cambie Corridor Plan (2018),”.
5. 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.
6. 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 Subdivision By-law No. 5208
regarding new R3, R4 and R5 District Schedules**

Enactment of the attached by-law will accomplish Council's resolution of September 16, 2025 and October 7, 2025 to amend the Subdivision By-law regarding new R3, R4 and R5 District Schedules.

Director of Legal Services
October 21, 2025

BY-LAW NO. _____

**A By-law to amend Subdivision By-law No. 5208
regarding new R3, R4 and R5 District Schedules**

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 Subdivision By-law No. 5208.
2. Council amends Table 1 of Schedule A by adding the following new rows immediately after the row for R1-1 Residential Inclusive, sub-area G:

“

R3-1 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R3-2 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R3-3 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R4-1 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R5-1 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R5-2 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R5-3 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]
R5-4 Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m ²]

”

3. Council amends Table 2 of Schedule A by:
 - (a) striking “Duplex” from the row for RM-1 and substituting “Multiple Dwelling”; and
 - (b) adding the following new rows immediately after the row for FM-1:

“

R3-1 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R3-2 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R3-3 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R4-1 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R5-1 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R5-2 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R5-3 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]
R5-4 Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m ²]

”

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 Sign By-law No.11879
regarding new R3, R4 and R5 District Schedules**

Enactment of the attached by-law will accomplish Council's resolution of September 16, 2025 and October 7, 2025 to amend the Sign By-law regarding new R3, R4 and R5 District Schedules.

Director of Legal Services
October 21, 2025

BY-LAW NO.

**A By-law to amend Sign By-law No.11879
regarding new R3, R4 and R5 District Schedules**

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. In Table 1 of section 7.1, Council:
 - (a) amends the list of Corresponding Zoning Districts and Areas in Column 2 next to the Residential Sign District (Part 8) in Column 1 by striking out “, RT-6”; and
 - (b) amends the list of Corresponding Zoning Districts and Areas in Column 2 next to the Commercial, Mixed Use and Industrial Sign District (Part 9) in Column 1 by adding a new bullet under the second bullet as follows:

“ • The R3-1, R3-2, R3-3, R4-1, R5-1, R5-2, R5-3, and R5-4 zoning districts;”.
3. In section 9, Council:
 - (a) in Table 9.1, strikes out “or FM-1” and substitutes “, FM-1, R3-1, R3-2, R3-3, R4-1, R5-1, R5-2, R5-3, or R5-4”;
 - (b) in Table 9.2, strikes out “or C-7” and substitutes “, C-7, R3-1, R3-2, R3-3, R4-1, R5-1, R5-2, R5-3, or R5-4”; and
 - (c) in Table 9.3, strikes out “or C-7” and substitutes “, C-7, R3-1, R3-2, R3-3, R4-1, R5-1, R5-2, R5-3, or R5-4”.
4. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
5. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 351-359 West 16th Avenue**

After public hearing on September 12, 2023, Council approved in principle the land owner's application to rezone the above noted property from RT-5 (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
October 21, 2025

A By-law to enact a Housing Agreement for 351-359 West 16th Avenue

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

LOT 13 BLOCK F DISTRICT LOT 526 PLAN 1530

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

**Avra Law
Suite 300 - 171 Water Street
Vancouver BC V6B 1A7
6048280431**

2. Description of Land

PID/Plan Number	Legal Description
014-568-489	LOT 13 BLOCK F DISTRICT LOT 526 PLAN 1530

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument
PRIORITY AGREEMENT		Priority Agreement granting above Section 219 Covenant priority over Mortgage CB1319413 and Assignment of Rents CB1319414

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

0867027 B.C. LTD., NO.BC0867027
SUNSHINE COAST CREDIT UNION, NO.FI 125, (AS TO THE PRIORITY AGREEMENTS)

6. Transferee(s)

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

7. Additional or Modified Terms



Land Title Act
Charge
General Instrument - Part 1

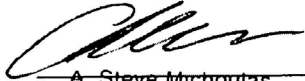
8 Execution(s)

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

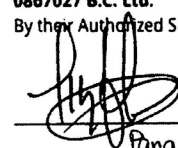
Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


A Steve Michoulas
Barrister & Solicitor
300 - 171 Water Street
Vancouver, BC V6B 1A7
604.828.0431

YYYY-MM-DD
2025-09-27

0867027 B.C. Ltd.
By their Authorized Signatory

Panagiotis Ketalas

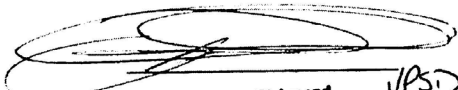
Officer Certification

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.

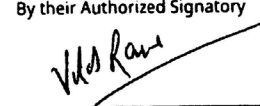
Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


James Richmond
A Commissioner for Taking
Affidavits for British Columbia
Expiry: April 30, 2027
as to both signatures

YYYY-MM-DD
2025-09-29

Sunshine Coast Credit Union
By their Authorized Signatory

St. Commercial Service Advisor

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
RENTAL HOUSING
351-359 W 16th AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 0867027 B.C. LTD., is called the “**Owner**”, as more particularly defined in Section 1.1(q); and
 - II. the Transferee, CITY OF VANCOUVER, is called the “**City**” or the “**City of Vancouver**” when referring to corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RT-5 (Residential) District to CD-1 (Comprehensive Development) District (the “**Rezoning**”) to increase the floor space ratio (FSR) from 0.75 to 1.45 and the building height from 10.7 m (35 ft) to 11.5 m (38 ft) to permit the development of a four-storey and a three-storey residential building with 13 secured rental units and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the “**Rezoning By-law**”):
- 2.4 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant to secure all residential units as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City’s Secured Rental Policy, for a term equal to the longer of 60 years and the life of the building, subject to a no-separate-sales covenant and a no-stratification covenant, and that no such units will be rented for less than one month at a time, and such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may require.*
- 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 Rezoning By-law or a 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 their successors in function, and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;
- (g) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (h) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and their successors in function, and their respective nominees;
- (i) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (k) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and their successors in function, and their respective nominees;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;
- (p) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (q) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely 0867027 B.C. LTD., and their successors and permitted assigns;
- (r) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (s) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (t) **“Rental Housing Units”** means at least 13 new residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (u) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;

- (v) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (w) **“Rezoning”** means the rezoning of the Lands as described in Recital C;
- (x) **“Rezoning By-law”** has the meaning ascribed to it in Recital C;
- (y) **“Term”** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (aa) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

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

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 13 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 13 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;

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

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

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

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

ARTICLE 4 ENFORCEMENT

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

ARTICLE 5 RELEASE AND INDEMNITY

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - (C) withholding any permit pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) the City or City Personnel;

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement;
 - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

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

5.2 Conduct of Proceedings.

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

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

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

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

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

ARTICLE 6 NOTICES

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

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

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

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

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

0867027 B.C. Ltd
351 West 16th Avenue
Vancouver, BC V5Y 1Z1

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

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

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

ARTICLE 7 MISCELLANEOUS

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

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

- (a) contained in any grant from His 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 their sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB1319413 and the Assignment of Rents registered under number CB1319414;;
- (b) **"Existing Chargeholder"** means SUNSHINE COAST CREDIT UNION;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1726 West 11th Avenue**

After public hearing on December 10, 2024, Council approved in principle the land owner's application to rezone the above noted property from RM-3 (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
October 21, 2025

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1726 West 11th 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 currently legally described as:

PID: 014-183-714	Lot 6 Block 388 District Lot 526 Plan 1949
PID: 014-183-722	Lot 7 Block 388 District Lot 526 Plan 1949
PID: 014-183-731	Lot 8 Block 388 District Lot 526 Plan 1949
PID: 014-183-749	Lot 9 Block 388 District Lot 526 Plan 1949
PID: 014-183-757	Lot 10 Block 388 District Lot 526 Plan 1949

and which will be legally described as follows after subdivision:

EPP146528	Lot A Block 388 District Lot 526 Group 1 New Westminster District Plan EPP146528
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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

**Lovneet Aujla, Barrister and Solicitor (Kelly
Cumberland)**
Lawson Lundell LLP
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
(604) 685-3456

File No.: 33737-181550
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
EPP146528	LOT A BLOCK 388 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP146528

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument
PRIORITY AGREEMENT		Granting the Covenant with one registration number less than this priority agreement priority over Mortgage CA3296992 and Assignment of Rents CA3296993

4. Terms

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

5. Transferor(s)

JORDAN HOLDINGS LTD., NO.BC0060576
BANK OF MONTREAL, 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

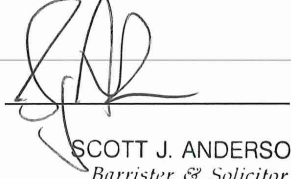
Charge

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



SCOTT J. ANDERSON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date

YYYY-MM-DD

2025-10-02

Transferor / Transferee / Party Signature(s)

JORDAN HOLDINGS LTD.

By their Authorized Signatory



Name: **KARL SCHMIDT**

Name: _____

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

BANK OF MONTREAL

By their Authorized Signatory

Name: _____

Name: _____

Officer Certification

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



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

JORDAN HOLDINGS LTD.
By their Authorized Signatory

Name:

Name:

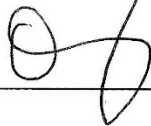
Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)



YYYY-MM-DD
2025-10-06

BANK OF MONTREAL
By their Authorized Signatory


Name:

RAMONA CHUNG
A Commissioner for Taking
Affidavits for British Columbia
My Commission expires May 31, 2028
6th Floor - 595 Burrard Street
Vancouver, BC, V7X 1L5

Jacquelyn Lising
Account Manager

Name:

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL AND BELOW-MARKET RENTAL HOUSING1726 WEST 11TH AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, **JORDAN HOLDINGS LTD.**, is called the "**Owner**", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-3 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as Class A for-profit affordable rental housing, excluding Seniors Supportive or Assisted Housing, and including with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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June 9, 2025

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Housing Agreement and Building Use Covenant
1726 West 11th Avenue

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Approved Housing Operator"** means a "public housing body" as such term is defined in the *Residential Tenancy Regulation* (British Columbia);
- (c) **"Approved Operator Lease"** means a lease of all of the Below-Market Rental Housing Units to an Approved Housing Operator, in a form acceptable to the City, acting reasonably;
- (d) **"Below-Market Rental Housing"** means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Broadway Plan;
- (e) **"Below-Market Rental Housing Rent Roll"** means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;
- (f) **"Below-Market Rental Housing Report"** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;
- (g) **"Below-Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Below-Market Rental Housing Unit"** means any one of such units;
- (h) **"Broadway Plan"** means the area plan for the neighbourhoods surrounding the Broadway Subway line, approved by City Council on June 22, 2022, as may be amended from time to time hereafter;
- (i) **"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;
- (j) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (k) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (l) **"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;

- (m) **"CMHC Rental Market Survey"** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (n) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (o) **"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;
- (p) **"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;
- (q) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (r) **"Eligible Person"** means a person who:
 - (i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:
 - (A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
 - (B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;

(D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and

(E) be:

- I. a Canadian citizen;
 - II. an individual lawfully admitted into Canada for permanent residency;
 - III. a refugee sponsored by the Government of Canada; or
 - IV. an individual who has applied for refugee status,
- and who, at the start of the tenancy, has resided in British Columbia for the past twelve (12) consecutive months,

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(p)(i), 1.1(p)(ii) or 1.1(p)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(p);

- (s) **"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;
- (t) **"Existing Units"** means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;
- (u) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (v) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);
- (w) **"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;
- (x) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;

- (y) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
- (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;
 - (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;
 - (viii) child support, maintenance payments or support from family/friends/community;
 - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
 - (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada; and
 - (F) foreign pensions,
- but does not include:
- (xi) earnings of dependent children aged 18 and under (regardless of student status);
 - (xii) student loans, equalization payments, student grants and scholarships;
 - (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;

- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
- (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
- (xvi) Universal Child Care Benefits;
- (xvii) BC Childcare Subsidy;
- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;
- (xx) income from approved live-in care givers; and
- (xxi) GST and Income Tax rebates;
- (z) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (aa) "**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;
- (bb) "**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;
- (cc) "**New Building**" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (dd) "**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;
- (ee) "**Occupants**" means persons for whom a For-Profit Affordable Rental Housing Unit serves as their Principal Residence and an "**Occupant**" means any one of them, as the context requires;
- (ff) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, JORDAN HOLDINGS LTD., and its successors and assigns;
- (gg) "**Owner's Personnel**" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;

- (hh) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ii) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this Agreement, a person may only have one principal residence;
- (jj) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (kk) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Independent Living Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (ll) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (mm) **"Replacement Below-Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Below-Market Rental Housing Unit"** means one such unit;
- (nn) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (oo) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;

- (pp) **"Returning Tenants"** means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "Returning Tenant" means any one of them;
- (qq) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (rr) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (ss) **"Seniors Supportive or Independent Living Housing"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (tt) **"Statement of Below-Market Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Below-Market Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Below-Market Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Below-Market Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Below-Market Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;
- (uu) **"Tenancy Agreement"** means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Below-Market Rental Housing Unit;
- (vv) **"Tenant"** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (ww) **"Tenant Relocation and Protection Policy"** means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter and the Tenant Relocation and Protection Policy Bulletin dated June 19, 2019, as amended on June 30, 2024 and as may be further amended from time to time hereafter;
- (xx) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the General Manager of Planning, Urban Design and Sustainability, in accordance with the Tenant Relocation and Protection Policy;

- (yy) "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;
- (zz) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (aaa) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (bbb) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Below-Market Rental Housing Units;
- will have two or more bedrooms;
- (e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used or occupied by an Eligible Person and except in accordance with the following conditions:
- (i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted for that type of Below-Market Rental Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;
 - (iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Below-Market Rental Housing Unit;
 - (C) a term that is not less than 90 consecutive days;
 - (D) clauses providing that:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Below-Market Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;

- III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;
- IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
- V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
- VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:
 - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
 - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and
- VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;

(E) a clause:

- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
- II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Below-Market Rental Housing Unit,

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

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Below-Market Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, except with respect to any prospective tenants or Tenants that are Returning Tenants, the Owner shall:
 - (i) prior to renting a Below-Market Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Below-Market Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Below-Market Rental Housing Unit upon occupancy; and
 - (ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such

Tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;

- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies or by way of an Approved Operator Lease (provided that the Owner and Approved Housing Operator will deliver a written covenant to the City, in a form acceptable to the General Manager of Planning, Urban Design and Sustainability wherein, inter alia, the Approved Housing Operator agrees to comply with the obligations of the Owner herein with respect to the lease or sublease of Below-Market Housing Units), it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.9;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
 - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:

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

- (p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:
 - (i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;
 - (A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:
 - I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and
 - II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the Residential Tenancy Act between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or
 - (B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and
 - (ii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3 BUILDING RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New 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 Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the initial

rent amounts proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

- (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

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

ARTICLE 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:

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

- B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- C. withholding any permit pursuant to this Agreement; or
- D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:

- (i) this Agreement;

- (ii) the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- B. withholding any permit pursuant to this Agreement;
- C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
- D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

to the extent attributable to the gross negligence or the wrongful intentional acts of the City or City Personnel.

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

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

ARTICLE 8 NOTICES

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

Jordan Holdings Ltd.
401 - 1505 West 2nd Avenue
Vancouver, British Columbia
V6H 3Y4

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 land title search for that particular parcel of land.

ARTICLE 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.

- 9.2 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.
- 9.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner or Approved Housing Operator delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner or Approved Housing Operator, including any error by the Owner or Approved Housing Operator in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:
- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
 - (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.
- 9.4 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.
- 9.5 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.

- 9.6 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.
- 9.7 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*.
- 9.8 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 9.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 9.9 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.

- 9.10 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 9.11 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
-

IN WITNESS WHEREOF the parties have executed this Agreement on the Form C to which these Terms of Instrument - Part 2 are attached.

[illegible]

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Chargeholder" means BANK OF MONTREAL;
- (b) "Existing Charges" means the Mortgage registered under number CA3296992 and the Assignment of Rents registered under number CA3296993;
- (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

33737.181550.SJA1.27281318.5

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2231 – 2247 East 41st Avenue**

After the public hearing on December 14, 2023, Council approved in principle the land owner's application to rezone the above noted property from R1-1 (Residential Inclusive) District to RR-2B (Residential Rental) 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
October 21, 2025

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2231 – 2247 East 41st 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:

032-640-811

Lot A Block 15 District Lot 394 Group 1 New Westminster
District Plan EPP147693

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

GOWLING WLG (CANADA) LLP
Barristers & Solicitors, P.O. Box 30
Suite 2300 - 550 Burrard Street
Vancouver BC V6C 2B5
604.683.6498

V55623 / PK / SL - Housing Covenant

2. Description of Land

PID/Plan Number	Legal Description
032-640-811	LOT A BLOCK 15 DISTRICT LOT 394 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP147693

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Article 2
COVENANT		Article 3
COVENANT		Article 4
PRIORITY AGREEMENT		Granting Covenant in Article 2 priority over Mortgage CA9879823 and Assignment of Rents CA9879824
PRIORITY AGREEMENT		Granting Covenant in Article 3 priority over Mortgage CA9879823 and Assignment of Rents CA9879824
PRIORITY AGREEMENT		Granting Covenant in Article 4 priority over Mortgage CA9879823 and Assignment of Rents CA9879824

4. Terms

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

5. Transferor(s)

1314594 B.C. LTD., NO.BC1314594
VANCOUVER CITY SAVINGS CREDIT UNION, NO.FI-97, (AS TO CONSENT AND 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

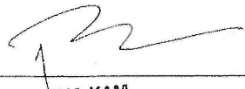
8. Execution(s)

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)


PAULINA KAM
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURNARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 801-7338

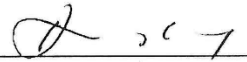
(as to all signatures)

YYYY-MM-DD

2025-09-18

1314594 B.C. LTD.

by its authorized signatory:


Name: **David Chung**

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)


Lily Chung
A Commissioner for Taking
Affidavits for British Columbia
183 Terminal Avenue
Vancouver, B.C. V6A 4G2
(as to all signatures)
Phone: 604-677-7560
Expiry Date: September 30, 2025

YYYY-MM-DD

2025-09-29

VANCOUVER CITY SAVINGS CREDIT UNION

by its authorized signatory(ies):


Name: **Bill Sherritt**

Name: **Jim F. Lee**

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 its authorized signatory(ies):

Name:

Name:

(as to all 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.

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
2231 - 2247 East 41st Avenue

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1314594 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 R1-1 (Residential Inclusive) District to RR-2B (Residential Rental) District (the "Rezoning Application") to permit the development of a five-storey rental building, 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;

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Housing Agreement and Building Use Covenant
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- (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 for-profit affordable Rental Housing, 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 1314594 B.C. LTD., and its successors and permitted assigns;
- (t) "Owner's Personnel" means the Owner's officers, employees, agents, 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, but specifically excluding use as Seniors Supportive or Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement,

reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (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) "Seniors Supportive or Assisted Housing" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (bb) "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; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (cc) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (dd) "*Vancouver Charter*" means the Vancouver Charter, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (ee) "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) 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) if it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain such number of Dwelling Units in the New Building as 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;

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- (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 one month 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.

ARTICLE 3 BUILDING RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New 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 Building Permit in respect of, and will take no action, directly or indirectly, to compel the issuance of any Building Permit until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first 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; and
 - (ii) the City will be under no obligation to issue any Building 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 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS.

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New 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

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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 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the 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 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may

arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. 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

unless 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,

unless 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 7 will be integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 7.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 8 NOTICES

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

If to the City, addressed to:

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

Attention: 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:

1314594 B.C. Ltd.
228 - 2680 Shell Road
Richmond, BC
V6X 4C9

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 9 MISCELLANEOUS

- 9.1 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.
- 9.2 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.
- 9.3 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.

- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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*.
- 9.8 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 9.8 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).
- 9.9 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.

- 9.10 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.

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CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) "Existing Charges" means the Mortgage registered under number CA9879823 and Assignment of Rents registered under number CA9879824;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (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