

EXPLANATION**A By-law to amend Licence By-law No. 4450
regarding 2026 business licence fees and other miscellaneous amendments**

Enactment of the attached by-law will implement Council's resolution of October 21, 2025 to amend the Licence By-law regarding business licence fees for 2026 and other miscellaneous amendments.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend Licence By-law No. 4450
regarding 2026 business licence fees and other miscellaneous amendments**

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

1. This by-law amends the indicated schedules of the Licence By-law No. 4450.
2. In section 2, Council:
 - (a) in the definition of **Parking Area or Garage**, adds “means” before “Auto Parking Lot”; and
 - (b) in the definition of **Transportation and Support Services**, adds “**Shared E-Scooter System**,” after “**Passenger Directed Vehicle Services**,”.
3. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this by-law, which new Schedule A is to form part of the Licence By-law; and
 - (b) approves the fees set out in the new Schedule A.
4. Council:
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this by-law, which new Schedule B is to form part of the Licence By-law; and
 - (b) approves the fees set out in the new Schedule B.
5. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

SCHEDULE A
2026 BUSINESS LICENCE FEES

All licence fees are payable annually, unless otherwise specified.

	<u>Licence Fee</u>
Adult Retail Store	\$277
Adult Services, except Body-rub Parlour, Body-painting Studio, Model Studio, and Social Escort Agency	\$277
Body-rub Parlour	\$15,255
Body-painting Studio	\$15,255
Model Studio	\$15,255
Social Escort Agency	\$1,702
Amusement Park	\$7,378
Animal Services, except Animal Clinic or Hospital	\$277
Animal Clinic or Hospital	\$376
Architectural and Engineering Services	\$277
Artist	\$277
Artist Agency	\$277
Artist Studio	\$277
Arts and Creative Instruction	\$277
Association or Society, except Club	\$2
Club	\$14
Beauty Services, except Barber Shop or Beauty Salon, Beauty and Wellness Centre, and Tanning Salon or Tattoo and Piercing Studio	\$277
Barber Shop or Beauty Salon	\$376
Beauty and Wellness Centre	\$376

Tanning Salon or Tattoo and Piercing Studio	\$376
Bed and Breakfast Accommodation	\$71
Bingo Hall/Casino/Horse Racing, except Casino – Class 2 and Horse Racing	\$376
Casino - Class 2	\$17,462
Horse Racing	\$17,462
Brokerage Services	\$277
Building Repair and Maintenance Services	\$277
Business Support Services	\$277
Business and Vocational Instruction	\$277
Caterer	\$533
Concession Stand with Liquor	\$376 plus \$10 annual per person, based on the person capacity set out on the Provincial liquor licence for the restaurant
Concession Stand without Liquor	\$376
Consulting and Management Services	\$277
Creative Products Manufacturer	\$277
Design Services	\$277
Digital Entertainment and Interactive Technology	\$277
Entertainment Facility	\$376
Exhibition Centre	\$277
Extended Hours Liquor Establishment	\$18 annually per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the number of persons, the minimum fee will be \$679 and the maximum fee will be \$30,512

Financial Institution	\$2,043
Financial Services	\$277
Fitness Centre – Class 1	\$277
Fitness Centre – Class 2	\$376
Food Manufacturing, Assembling and Processing	\$533
Food Market	\$14
Forestry Services	\$277
Gasoline Station	\$376
Gasoline Station with Charging	\$376
General Contractor	\$376
General Repair and Maintenance Services	\$277
Grocery Store, except Market Outlet - Food	\$1,108
Market Outlet - Food	\$5,871
Hall or Spectator Sports Venue	\$277
Health Care or Social Assistance Facility, except Health Care or Social Assistance Facility providing overnight stays	\$277
Health Care or Social Assistance Facility providing overnight stays	\$47 annually per bed
Health Care Professionals and Services	\$277
Health Enhancement Services, except Therapeutic Touch Technique Practitioner	\$376
Therapeutic Touch Technique Practitioner	\$277
Hotel or Motel	\$98 annually per dwelling unit \$71 annually per housekeeping unit

	\$47 annually per sleeping unit
Information Communication Technology	\$277
Insurance Services	\$277
Inter-municipal Business Licence	\$300
Inter-municipal TNS Business Licence	\$155 plus \$150 for each vehicle except for accessible passenger directed vehicles and zero emission vehicles, plus \$30 for each zero emission vehicle
Laboratory Services	\$277
Laundry Services	\$277
Legal Services	\$277
Limited Service Food Establishment with Liquor	\$723 plus \$10 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant
Limited Service Food Establishment without Liquor	\$723
Liquor Retail Store	\$779
Logistics Services	\$277
Long Term Rental, except Long Term Rental provided in Non-profit Housing	\$98 annually per dwelling unit \$71 annually per housekeeping unit \$47 annually per sleeping unit
Long Term Rental provided in Non-profit Housing	\$277

Marina Operator	\$376 plus \$1,979 for each occupied live-aboard boat 21 feet or less in length at water line, plus \$2,395 for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length at water line, plus \$2,698 for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length at water line, plus \$3,075 for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length at water line, plus \$3,392 for each occupied live-aboard boat which is more than 37 feet in length at water line
Marine Service Station	\$376
Marketing / Public Relations/ Advertising/ Event Promotion Services	\$277
Mining	\$277
Money Services, except Bank Machine	\$277
Bank Machine	\$98
Non-Food Manufacturing, Assembling and Processing	\$277
Oil, Gas and Other Fuels Services	\$277
Parking Area or Garage	\$277
Personal Services	\$277
Pharmacy	\$376
Photography, Production and Rehearsal Studio	\$277

Printing, Imaging and Photo Services	\$277
Private School or College	\$376
Publishing and Journalism Services	\$277
Real Estate Services	\$277
Recycling and Resource Recovery Services	\$277
Rental Services	\$277
Restaurant - Class 1	\$1,046
Restaurant - Class 2	\$1,046
Restaurant - Class 1 with Liquor Service	\$986 plus \$10 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant, except that despite the number of persons, the maximum fee will be \$5,928
Restaurant – Class 2 with Liquor Service	\$986 plus \$10 annually per person, based on the person capacity set out on the Provincial liquor licence for the restaurant, except that despite the number of persons, the maximum fee will be \$5,928
Retail Dealer, except Market Outlet – Non-Food, Public Market, Transient Peddler and Transient Trader	\$277
Market Outlet – Non-Food	\$5,871
Public Market	\$723 per day or \$2,043 per week
Transient Peddler	\$723 per week or \$4,834 annually
Transient Trader	\$723 per week or \$4,834 annually
Retail Dealer – Cannabis	\$5,871
Retail Dealer – Food	\$376

Retail Dealer - Used Goods, as follows:	
Pawnbroker	\$3,103
Secondhand Dealer – Class 1	\$3,103
Secondhand Dealer – Class 2	\$1,703
Secondhand Dealer – Class 3	\$1,108
Secondhand Dealer – Class 4	\$376
Secondhand Dealer – Class 5	\$376
Secondhand Dealer – Class 6	\$723
Security Services	\$277
Short Term Rental Accommodation Operator	\$1,108
Single Room Accommodation Operator	deemed
Soliciting for Charity	\$14
Special Events, as follows:	
(a) automobile or motorcycle racing	\$277 per day or \$458 per week or \$1,748 annually
(b) circus or rodeo	\$277 per day or \$458 per week or \$4,298 annually
(c) concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, except where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, where the capacity of the facility:	
(i) does not exceed 500 seats	\$277 per day or \$393 per week or \$3,457 annually
(ii) is greater than 500 seats but does not	\$277 per day or

	exceed 1000 seats	\$458 per week or \$4,027 annually
(iii)	is greater than 1000 seats but does not exceed 2000 seats	\$277 per day or \$533 per week or \$5,369 annually
(iv)	exceeds 2000 seats	\$309 per day or \$607 per week or \$6,184 annually
(d)	boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned, except where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event	\$277 per day or \$458 per week or \$4,027 annually
(e)	concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, or boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned, where no part of the proceeds from the event enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event	\$55 per day or \$67 per week or \$2,687 annually
(f)	Arts and Culture Event	
(i)	31 to 60 persons	\$39 per event or series of up to 6 events in a 30-day period
(ii)	61 to 150 persons	\$166 per event or series of up to 6 events in a 30-day period
(iii)	151 to 250 persons	\$222 per event or series of up to 6 events in a 30-day period
(iv)	250 persons and above	\$277 per event or series of up to 6 events in a 30-day period
(g)	Late Night Dance Event	
(i)	with patron capacity of less than 350	\$437
(ii)	with patron capacity of 350 or	\$767

more but less than 750	
(iii) with patron capacity of 750 or more but less than 2000	\$1,313
(iv) with patron capacity of 2000 or more	\$1,748
(h) Pacific National Exhibition Annual Fair (PNE)	\$24,456
Sports and Fitness Instruction	\$277
Standard Hours Liquor Establishment	\$9.40 annually per person based on the person capacity set out on the Provincial liquor licence for the establishment, except that despite the person capacity, the minimum fee for Classes 1 through 6 will be \$679, and the maximum fee will be \$5,928, and the minimum fee for Classes 7 and 8 will be \$277, and the maximum fee will be \$837
Street Vendor	\$277
Swimming Pool associated with any Long Term Rental provided in Multiple Conversion Dwelling, Multiple Dwelling or Non-profit Housing, or Hotel or Motel	\$1,108
Temporary Filming Company	\$137
Theatre	\$376
Tourism Services	\$277
Trade Contractor	\$376
Transportation and Support Services, except Public Bike Share, Passenger Directed Vehicle Services, excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence, and Shared E-Scooter System	\$277
Public Bike Share	\$3,177
Passenger Directed Vehicle Services,	\$277

excluding transportation network services providers providing transportation network services under an inter-municipal TNS business licence	plus \$130.00 for each vehicle except for accessible passenger directed vehicles and zero-emission vehicles
Shared E-Scooter System	\$3,177
Urban Farm – Class A	\$13
Urban Farm – Class B	\$277
Vehicle Repair, Detailing and Washing Services	\$277
Venue	\$9.40 annually per person based on the person capacity set out on the Provincial liquor licence for the venue, except that despite the person capacity, the minimum fee will be \$277 and the maximum fee will be \$837
Warehouse Operation – Food	\$533
Warehouse Operation – Non-Food	\$277
Waste Collection and Hauling Services	\$376
Wholesale Dealer - Food	\$533
Wholesale Dealer – Non-Food	\$277
Any Business, Trade, Profession or other occupation not specified herein	\$277
Transfer of a Licence	\$201 per transfer
Non-Refundable Portion of Fee	\$121 per licence where the applicable fee is greater than \$121
Late Payment Fee	\$47 or 10% of the original licence fee, whichever is greater

Schedule B

MISCELLANEOUS SERVICE FEES

PART 1

Application fees for comments on a new liquor licence or a permanent amendment to a liquor licence:

Base fee	\$1,286.00
Incremental Fees:	
☐ Neighbourhood notification	\$1,546.00
☐ Staff-held neighbourhood public meeting	\$2,658.00
☐ Telephone survey	\$1,455.00

PART 2

Application fees for comments on a temporary amendment to a liquor licence:

Application fee for comments on a temporary amendment to liquor licence requesting later closing hours of operation	Per night per seat except that, despite the number of seats or the number of nights, the Minimum fee will be: and the Maximum fee will be:	\$0.60 \$129.00 \$859.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license, other than a food primary license, requesting earlier opening hours of operation		\$129.00
Fee for assessing and providing comments on an application for a temporary amendment to a liquor license requesting any other change to a liquor license		\$129.00
Fee for assessing and providing comments on an application for a permanent or temporary amendment to a food primary license requesting liquor service hours past midnight, or a temporary amendment to a food primary license requesting patron participation entertainment		\$129.00
Fee for assessing and providing comments on an application for the issue or amendment of a cannabis licence		\$3,088.00

PART 3

Miscellaneous Fees and Charges

Application fee (s. 6.3)	\$77.00
Request for copy of licence (s. 8(a))	\$7.00
Request for change of business name or business trade name (s. 8(b))	\$14.00
Request for change of business address under licence (s. 8(c))	\$33.00
Request for change in business licence category (s. 8(d))	\$14.00
Temporary licence fee for standard hours liquor establishment (s. 21.3(10))	\$129.00

EXPLANATION**A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2026 fee increases**

Enactment of the attached by-law will implement Council's resolution of October 21, 2025 to amend the Vehicles for Hire By-law regarding fee increases for 2026.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2026 fee increases**

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

1. This by-law amends the indicated schedules of the Vehicles for Hire By-law No. 6066.
2. Council:
 - (a) repeals Schedule A, and substitutes Schedule A attached to this by-law;
and
 - (b) approves the fees set out in the new Schedule A.
3. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

SCHEDULE A

Year 2026 Vehicles for Hire Licence Fees

A classification of carriers and respective licence fees payable by such person.

The following licence fees are payable by every person owning or operating any of the following vehicles for hire in the City of Vancouver:

Airport Shuttle Bus	Per annum for each vehicle	\$119
Airport Transporter	Per annum for each vehicle	\$250
Charter Bus	Per annum for each vehicle	\$250
Charter Van	Per annum for each vehicle	\$250
Courier Cycle	Per annum for each vehicle	\$26
Driver Instruction Vehicle	Per annum for each vehicle	\$250
Horse-Drawn Carriage	Per annum for each vehicle	\$819
Motor Stage	Per annum for each vehicle	\$250
Pedicab	Per annum for each vehicle	\$250
For each person operating a leased vehicle on a daily fee basis	Per annum	\$17
Quadricycle	Per annum for each vehicle	\$250
School Cab	Per annum for each vehicle	\$250
School Shuttle Van	Per annum for each vehicle	\$250
Tow Truck	Per annum for each vehicle	\$250
U-Drive	Per annum for each vehicle with 4 or more wheels	\$70
	Per annum for each vehicle with less than 4 wheels	\$18

Unless otherwise provided herein, the licence fee to operate a vehicle licenced for one purpose shall be \$113 for each additional purpose authorized by this By-law.	\$113
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Administrative costs

Transfer of Licence - s. 9(4)	\$201
Replacement Plate - s. 10(4)	\$50
Cycle Courier Testing - s. 11(1)	\$55

Pro-rated licence fees

If a person commences owning or operating a vehicle for hire after January 1 in any calendar year, the licence fee is to be pro-rated by dividing the applicable annual licence fee by 12 and multiplying the resulting number by the number of whole or partial months remaining in that calendar year except that:

- (a) annual licence fees that are less than \$97 will not be pro-rated; and
- (b) the minimum licence fee for any vehicle for hire shall be the lesser of \$97 or the full amount of the annual licence for that vehicle for hire.

EXPLANATION**A By-law to amend Animal Control By-law No. 9150
regarding 2026 fee increases**

Enactment of the attached by-law will implement Council's resolution of October 21, 2025 to amend the Animal Control By-law regarding fee increases for 2026.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend Animal Control By-law No. 9150
regarding 2026 fee increases**

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

1. This by-law amends the indicated schedules of the Animal Control By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this by-law, which new Schedule A is to form part of the Animal Control By-law; and
 - (b) approves the fees set out in the new Schedule A.
3. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

SCHEDULE A

Year 2026 Animal Control Fees and Charges

Part 1 - Licence Fees

Dog (per annum)	\$68
Aggressive dog (per annum)	\$222
Replacement dog tag	\$8

Part 2 – Impound Fees

Licensed dog	\$123
Unlicensed dog	\$240
Licensed aggressive dog	\$446
Unlicensed aggressive dog	\$568
Fowl, other bird, rabbit, or rodent	\$21
Reptile or other animal	\$122

Part 3 – Maintenance Charges (per day)

Dog	\$32 per day
Aggressive dog	\$42 per day
Fowl, other bird, rabbit or rodent	\$6 per day
Reptile or other animal	\$43 per day
Exotic Bird (e.g. Amazon Parrots, African Grey, Cockatoos, Conures, Lorikeets and Macaws)	\$21 per day

Part 4 – Adoption Fees

Dog Up to 7 years of age	\$391
Dog >7 years old / with ongoing Medical Conditions	\$119
Ferret	\$78
Rabbit, chinchilla and hedgehog	\$50
Guinea pig	\$21
Parakeet and Lovebird	\$40
Budgie and Finch	\$20
Chicken, rooster, duck, pigeon and dove	\$6
Mouse, rat, hamster, gerbil and degu	\$10
Exotic Bird (e.g. Amazon Parrots, African Grey, Cockatoos, Conures, Lorikeets and Macaws)	\$332
Other animal not listed above	\$166

Part 5 – Miscellaneous

Microchipping	\$21
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EXPLANATION**A By-law to amend Subdivision By-law No. 5208
regarding properties rezoned to the R3, R4 and R5 districts**

Enactment of the attached by-law will result in consequential amendments to the Subdivision By-law to implement Council's resolution of October 7, 2025, to amend the Zoning and Development By-law to rezone certain sites to the new R3, R4 and R5 districts and to rezone one site as R1-1. The Zoning and Development By-law amendments were considered at a Public Hearing on September 16, 2025, and enacted on October 21, 2025. The attached by-law addresses the properties that were rezoned from R1-1 and the site that was rezoned to R1-1, by removing the sites rezoned from R1-1 from the R1-1 maps forming part of the Subdivision By-law, and adding a site rezoned to R1-1 to the R1-1 maps.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend Subdivision By-law No. 5208
regarding properties rezoned to the R3, R4 and R5 districts**

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

1. Council amends Schedule A of the Subdivision By-law by:

(a) deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law in accordance with the plans labelled Schedule A attached to this by-law:

- (1) PID: 002-736-853, Lot 3, Block 849, District Lot 526, Plan VAP7240,
- (2) PID: 003-204-707, Lot 16, Block 858, District Lot 526, Plan VAP7737,
- (3) PID: 003-463-265, Lot 19, Block 464, District Lot 526, Plan VAP2300,
- (4) PID: 003-631-729, Lot 10, Block 872, District Lot 526, Plan VAP8838,
- (5) PID: 004-441-052, Lot 14, Block 463, District Lot 526, Plan VAP2300,
- (6) PID: 005-054-273, Lot 6, Block 872, District Lot 526, Plan VAP8838,
- (7) PID: 005-104-246, Lot 8, Block 878, District Lot 526, Plan VAP9022,
- (8) PID: 005-173-914, Lot 18, Block 856, District Lot 526, Plan VAP7240,
- (9) PID: 005-873-525, Lot 8, Block 857, District Lot 526, Plan VAP7737,
- (10) PID: 006-183-646, Lot 12, Block 872, District Lot 526, Plan VAP8838,
- (11) PID: 007-317-000, Lot 19, Block 855, District Lot 526, Plan VAP7240,
- (12) PID: 007-330-278, Lot 18, Block 464, District Lot 526, Plan VAP2300,
- (13) PID: 007-627-866, Lot 13, Block 855, District Lot 526, Plan VAP7240,
- (14) PID: 007-903-651, Lot 7, Block 849, District Lot 526, Plan VAP7240,
- (15) PID: 007-968-345, Lot 19, Block 856, District Lot 526, Plan VAP7240,
- (16) PID: 008-235-210, Lot 10, Block 857, District Lot 526, Plan VAP7737,
- (17) PID: 008-569-576, Lot 19, Block 876, District Lot 526, Plan VAP8838,
- (18) PID: 009-087-966, Lot 16, Block 464, District Lot 526, Plan VAP2300,
- (19) PID: 009-184-457, Lot 20, Block 877, District Lot 526, Plan VAP8838,
- (20) PID: 009-477-268, Lot 8, Block 873, District Lot 526, Plan VAP8664,
- (21) PID: 009-811-826, Lot 1, Block 878, District Lot 526, Plan VAP9022,
- (22) PID: 009-811-834, Lot 2, Block 878, District Lot 526, Plan VAP9022,
- (23) PID: 009-811-851, Lot 3, Block 878, District Lot 526, Plan VAP9022,
- (24) PID: 009-811-869, Lot 4, Block 878, District Lot 526, Plan VAP9022,
- (25) PID: 009-811-877, Lot 5, Block 878, District Lot 526, Plan VAP9022,
- (26) PID: 009-811-885, Lot 6, Block 878, District Lot 526, Plan VAP9022,
- (27) PID: 009-811-893, Lot 7, Block 878, District Lot 526, Plan VAP9022,
- (28) PID: 009-811-907, Lot 9, Block 878, District Lot 526, Plan VAP9022,
- (29) PID: 009-811-915, Lot 10, Block 878, District Lot 526, Plan VAP9022,
- (30) PID: 009-918-302, Lot 1, Block 877, District Lot 526, Plan VAP8838,
- (31) PID: 009-918-329, Lot 2, Block 877, District Lot 526, Plan VAP8838,
- (32) PID: 009-918-388, Lot 8, Block 877, District Lot 526, Plan VAP8838,
- (33) PID: 009-918-400, Lot 9, Block 877, District Lot 526, Plan VAP8838,
- (34) PID: 009-918-418, Lot 10, Block 877, District Lot 526, Plan VAP8838,

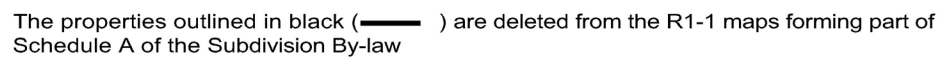
- (35) PID: 009-918-426, Lot 11, Block 877, District Lot 526, Plan VAP8838,
- (36) PID: 009-918-451, Lot 12, Block 877, District Lot 526, Plan VAP8838,
- (37) PID: 009-918-469, Lot 13, Block 877, District Lot 526, Plan VAP8838,
- (38) PID: 009-918-485, Lot 15, Block 877, District Lot 526, Plan VAP8838,
- (39) PID: 009-918-507, Lot 16, Block 877, District Lot 526, Plan VAP8838,
- (40) PID: 009-918-523, Lot 17, Block 877, District Lot 526, Plan VAP8838,
- (41) PID: 009-918-540, Lot 18, Block 877, District Lot 526, Plan VAP8838,
- (42) PID: 009-918-566, Lot 19, Block 877, District Lot 526, Plan VAP8838,
- (43) PID: 009-918-698, Lot 17, Block 876, District Lot 526, Plan VAP8838,
- (44) PID: 009-918-701, Lot 18, Block 876, District Lot 526, Plan VAP8838,
- (45) PID: 009-918-728, Lot 20, Block 876, District Lot 526, Plan VAP8838,
- (46) PID: 009-918-817, Lot 7, Block 872, District Lot 526, Plan VAP8838,
- (47) PID: 009-918-850, Lot 8, Block 872, District Lot 526, Plan VAP8838,
- (48) PID: 009-918-876, Lot 9, Block 872, District Lot 526, Plan VAP8838,
- (49) PID: 009-918-892, Lot 11, Block 872, District Lot 526, Plan VAP8838,
- (50) PID: 009-918-914, Lot 13, Block 872, District Lot 526, Plan VAP8838,
- (51) PID: 009-972-781, Lot 3, Block 874, District Lot 526, Plan VAP8664,
- (52) PID: 009-972-803, Lot 4, Block 874, District Lot 526, Plan VAP8664,
- (53) PID: 009-972-838, Lot 5, Block 874, District Lot 526, Plan VAP8664,
- (54) PID: 009-972-862, Lot 6, Block 874, District Lot 526, Plan VAP8664,
- (55) PID: 009-972-901, Lot 7, Block 874, District Lot 526, Plan VAP8664,
- (56) PID: 009-972-935, Lot 8, Block 874, District Lot 526, Plan VAP8664,
- (57) PID: 009-972-951, Lot 9, Block 874, District Lot 526, Plan VAP8664,
- (58) PID: 009-972-986, Lot 10, Block 874, District Lot 526, Plan VAP8664,
- (59) PID: 009-973-109, Lot 6, Block 873, District Lot 526, Plan VAP8664,
- (60) PID: 009-973-133, Lot 7, Block 873, District Lot 526, Plan VAP8664,
- (61) PID: 009-973-150, Lot 9, Block 873, District Lot 526, Plan VAP8664,
- (62) PID: 009-973-184, Lot 10, Block 873, District Lot 526, Plan VAP8664,
- (63) PID: 009-973-249, Lot 11, Block 873, District Lot 526, Plan VAP8664,
- (64) PID: 009-973-281, Lot 12, Block 873, District Lot 526, Plan VAP8664,
- (65) PID: 009-973-311, Lot 13, Block 873, District Lot 526, Plan VAP8664,
- (66) PID: 009-973-346, Lot 14, Block 873, District Lot 526, Plan VAP8664,
- (67) PID: 009-973-362, Lot 15, Block 873, District Lot 526, Plan VAP8664,
- (68) PID: 010-081-011, Lot 11, Block 857, District Lot 526, Plan VAP7737,
- (69) PID: 010-177-345, Lot 15, Block 859, District Lot 526, Plan VAP7737,
- (70) PID: 010-336-036, Lot 13, Block 859, District Lot 526, Plan VAP7737,
- (71) PID: 010-336-052, Lot 14, Block 859, District Lot 526, Plan VAP7737,
- (72) PID: 010-336-061, Lot 16, Block 859, District Lot 526, Plan VAP7737,
- (73) PID: 010-336-087, Lot 17, Block 859, District Lot 526, Plan VAP7737,
- (74) PID: 010-336-095, Lot 18, Block 859, District Lot 526, Plan VAP7737,
- (75) PID: 010-336-117, Lot 19, Block 859, District Lot 526, Plan VAP7737,
- (76) PID: 010-336-133, Lot 20, Block 859, District Lot 526, Plan VAP7737,
- (77) PID: 010-336-451, Lot 12, Block 858, District Lot 526, Plan VAP7737,
- (78) PID: 010-336-478, Lot 13, Block 858, District Lot 526, Plan VAP7737,
- (79) PID: 010-336-494, Lot 14, Block 858, District Lot 526, Plan VAP7737,

- (80) PID: 010-336-524, Lot 15, Block 858, District Lot 526, Plan VAP7737,
- (81) PID: 010-337-334, Lot 9, Block 857, District Lot 526, Plan VAP7737,
- (82) PID: 010-337-351, Lot 12, Block 857, District Lot 526, Plan VAP7737,
- (83) PID: 010-519-301, Lot 9, Block 849, District Lot 526, Plan VAP7240,
- (84) PID: 010-680-314, Lot 13, Block 856, District Lot 526, Plan VAP7240,
- (85) PID: 010-680-501, Lot 14, Block 856, District Lot 526, Plan VAP7240,
- (86) PID: 010-680-527, Lot 15, Block 856, District Lot 526, Plan VAP7240,
- (87) PID: 010-680-560, Lot 16, Block 856, District Lot 526, Plan VAP7240,
- (88) PID: 010-680-594, Lot 17, Block 856, District Lot 526, Plan VAP7240,
- (89) PID: 010-680-624, Lot 20, Block 856, District Lot 526, Plan VAP7240,
- (90) PID: 010-681-582, Lot 5, Block 855, District Lot 526, Plan VAP7240,
- (91) PID: 010-681-591, Lot 6, Block 855, District Lot 526, Plan VAP7240,
- (92) PID: 010-681-604, Lot 7, Block 855, District Lot 526, Plan VAP7240,
- (93) PID: 010-681-621, Lot 8, Block 855, District Lot 526, Plan VAP7240,
- (94) PID: 010-681-639, Lot 9, Block 855, District Lot 526, Plan VAP7240,
- (95) PID: 010-681-647, Lot 10, Block 855, District Lot 526, Plan VAP7240,
- (96) PID: 010-681-663, Lot 11, Block 855, District Lot 526, Plan VAP7240,
- (97) PID: 010-681-671, Lot 12, Block 855, District Lot 526, Plan VAP7240,
- (98) PID: 010-681-680, Lot 14, Block 855, District Lot 526, Plan VAP7240,
- (99) PID: 010-681-701, Lot 15, Block 855, District Lot 526, Plan VAP7240,
- (100) PID: 010-681-710, Lot 16, Block 855, District Lot 526, Plan VAP7240,
- (101) PID: 010-681-728, Lot 17, Block 855, District Lot 526, Plan VAP7240,
- (102) PID: 010-681-736, Lot 18, Block 855, District Lot 526, Plan VAP7240,
- (103) PID: 010-681-744, Lot 20, Block 855, District Lot 526, Plan VAP7240,
- (104) PID: 010-681-817, Lot 5, Block 854, District Lot 526, Plan VAP7240,
- (105) PID: 010-681-825, Lot 6, Block 854, District Lot 526, Plan VAP7240,
- (106) PID: 010-681-833, Lot 7, Block 854, District Lot 526, Plan VAP7240,
- (107) PID: 010-681-892, Lot 11, Block 854, District Lot 526, Plan VAP7240,
- (108) PID: 010-681-906, Lot 12, Block 854, District Lot 526, Plan VAP7240,
- (109) PID: 010-685-197, Lot 1, Block 849, District Lot 526, Plan VAP7240,
- (110) PID: 010-685-235, Lot 2, Block 849, District Lot 526, Plan VAP7240,
- (111) PID: 010-685-278, Lot 4, Block 849, District Lot 526, Plan VAP7240,
- (112) PID: 010-685-286, Lot 5, Block 849, District Lot 526, Plan VAP7240,
- (113) PID: 010-685-294, Lot 6, Block 849, District Lot 526, Plan VAP7240,
- (114) PID: 010-685-324, Lot 8, Block 849, District Lot 526, Plan VAP7240,
- (115) PID: 013-885-600, Lot 14, Block 464, District Lot 526, Plan VAP2300,
- (116) PID: 013-885-618, Lot 15, Block 464, District Lot 526, Plan VAP2300,
- (117) PID: 013-885-626, Lot 17, Block 464, District Lot 526, Plan VAP2300,
- (118) PID: 013-885-634, Lot 20, Block 464, District Lot 526, Plan VAP2300,
- (119) PID: 013-886-126, Lot 11, Block 463, District Lot 526, Plan VAP2300,
- (120) PID: 013-886-142, Lot 12, Block 463, District Lot 526, Plan VAP2300,
- (121) PID: 013-886-169, Lot 15, Block 463, District Lot 526, Plan VAP2300,
- (122) PID: 013-886-185, Lot 16, Block 463, District Lot 526, Plan VAP2300,
- (123) PID: 013-886-215, Lot 17, Block 463, District Lot 526, Plan VAP2300,
- (124) PID: 013-886-231, Lot 18, Block 463, District Lot 526, Plan VAP2300,

- (b) adding Lot G, Block 34, District Lot 302, Plan VAP198; PID: 003-545-741 to the R1-1 maps forming part of Schedule A of the Subdivision By-law, in accordance with the plan labelled Schedule B attached to this by-law.

ENACTED by Council this day of , 2025

City Clerk



date:

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black (—) are deleted from the R1-1 maps forming part of
Schedule A of the Subdivision By-law

Cambie Corridor - R5-1

map: 1 of 2
scale: NTS

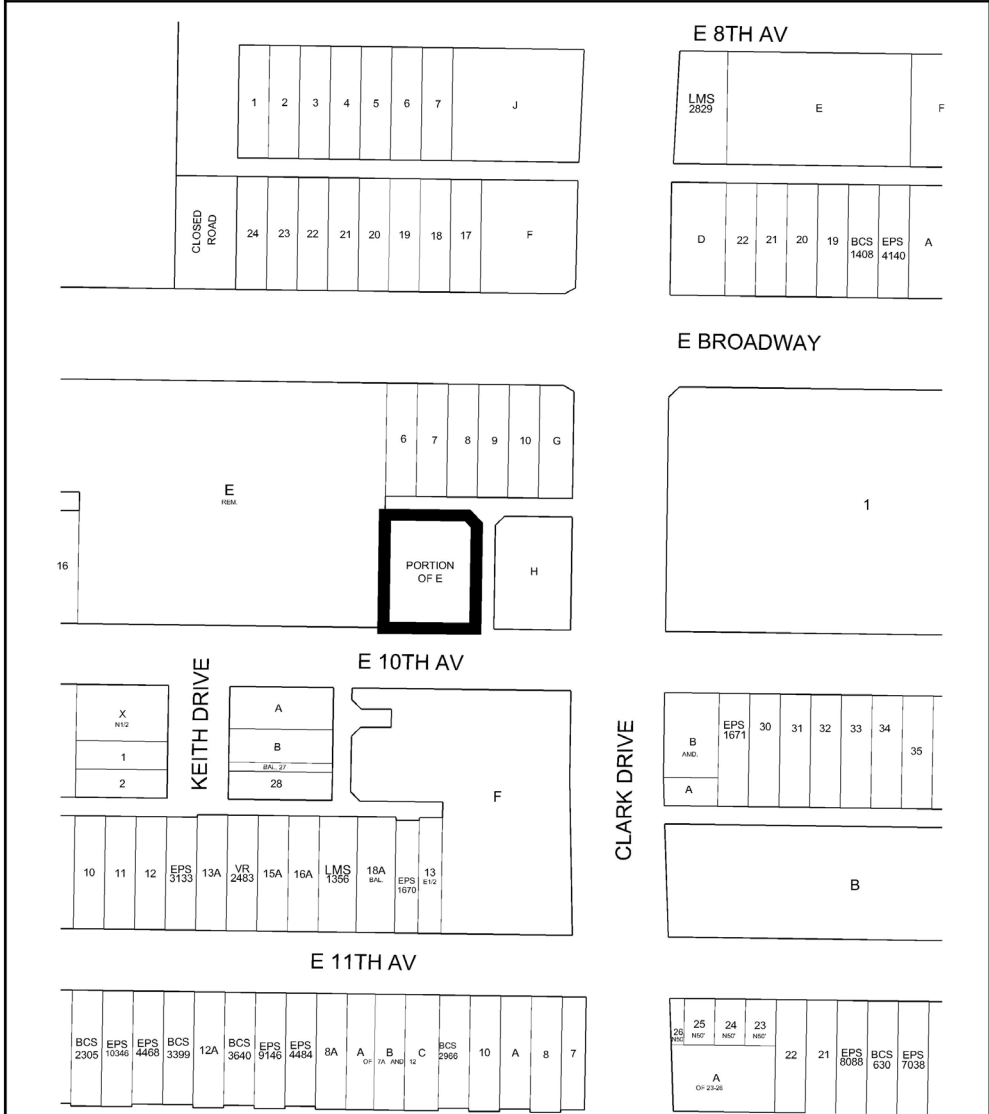


City of Vancouver

date:

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the R1-1 maps forming part of
Schedule A of the Subdivision By-law

Broadway Corridor - R3-2

map: 2 of 4
scale: NTS



City of Vancouver

date:

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black () are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

Broadway Corridor - R3-2

map: 1 of 4

scale: NTS



City of Vancouver

date:

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The properties outlined in black (—) are added to the R1-1 maps as category (D)
forming part of Schedule A of the Subdivision By-law

2627 Manitoba Street

map: 1 of 1

scale: NTS



City of Vancouver

date:

EXPLANATION**A By-law to amend the Zoning and Development By-law No. 3575
regarding cold plunges and saunas**

Following the Public Hearing on October 21, 2025, Council resolved to amend the Zoning and Development By-law to update Beauty and Wellness Centre regulations to allow for outdoor cold plunges and saunas.

Director of Legal Services
November 4, 2025

BY-LAW NO.

**A By-law to amend the Zoning and Development By-law No. 3575
regarding cold plunges and saunas**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. In section 2, in the definition of “Beauty and Wellness Centre”, Council adds “thermal therapy,” after “hydrotherapy,”.
3. In the I-1 district schedule, Council:
 - (a) in section 2.1:
 - (i) strikes out “2.2.8”, “2.2.9”, “2.2.10”, “2.2.11”, and “2.2.12” wherever they appear and substitutes “2.2.9”, “2.2.10”, “2.2.11”, “2.2.12”, and “2.2.13”, respectively, and
 - (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.8”; and
 - (b) in section 2.2:
 - (i) in section 2.2.1(a), adds “beauty and wellness centre,” before “cardlock fuel station”,
 - (ii) renumbers sections 2.2.8, 2.2.9, 2.2.10, 2.2.11, and 2.2.12 as 2.2.9, 2.2.10, 2.2.11, 2.2.12, and 2.2.13, respectively,
 - (iii) in sections 2.2.11 and 2.2.12, strikes out “2.2.9” and substitutes “2.2.10”, and
 - (iv) adds a new section 2.2.8 as follows:

“2.2.8 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.
4. In the I-1A and I-1B district schedules, Council:
 - (a) in section 2.1:
 - (i) strikes out “2.2.8”, “2.2.9”, “2.2.10”, “2.2.11”, and “2.2.12” wherever they appear and substitutes “2.2.9”, “2.2.10”, “2.2.11”, “2.2.12”, and “2.2.13”, respectively, and

- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.8”; and

- (b) in section 2.2:

- (i) in section 2.2.1(a), adds “beauty and wellness centre,” before “cardlock fuel station”,
- (ii) rennumbers sections 2.2.8, 2.2.9, 2.2.10, 2.2.11, and 2.2.12 as 2.2.9, 2.2.10, 2.2.11, 2.2.12, and 2.2.13, respectively,
- (iii) in sections 2.2.11 and 2.2.12, strikes out “2.2.8” and substitutes “2.2.10”, and
- (iv) adds a new section 2.2.8 as follows:

“2.2.8 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

5. In the IC-2 district schedule, Council:

- (a) in section 2.1:

- (i) strikes out “2.2.8”, “2.2.9”, “2.2.10”, and “2.2.11” wherever they appear and substitutes “2.2.9”, “2.2.10”, “2.2.11”, and “2.2.12”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.8”; and

- (b) in section 2.2:

- (i) in section 2.2.1(a), adds “beauty and wellness centre,” before “cardlock fuel station”,
- (ii) rennumbers sections 2.2.8, 2.2.9, 2.2.10, and 2.2.11 as 2.2.9, 2.2.10, 2.2.11, and 2.2.12, respectively,
- (iii) in section 2.2.11, strikes out “2.2.9” and substitutes “2.2.10”, and
- (iv) adds a new section 2.2.8 as follows:

“2.2.8 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

6. In the FC-2 district schedule, Council:

- (a) in section 2.1:

- (i) strikes out “2.2.8”, “2.2.9”, and “2.2.10” wherever they appear and substitutes “2.2.9”, “2.2.10”, and “2.2.11”, respectively, and
 - (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.8”; and
- (b) in section 2.2:
 - (i) in section 2.2.1(a):
 - (A) renumbers clauses (i) through (xiv) as (ii) through (xv), respectively, and
 - (B) adds a new clause (i) as follows:

“(i) beauty and wellness centre,”,
 - (ii) renumbers sections 2.2.8, 2.2.9, and 2.2.10 as 2.2.9, 2.2.10, and 2.2.11, respectively, and
 - (iii) adds a new section 2.2.8 as follows:

“2.2.8 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

7. In the I-2 district schedule, Council:

- (a) in section 2.1:
 - (i) strikes out “2.2.10”, “2.2.11”, and “2.2.12” wherever they appear and substitutes “2.2.11”, “2.2.12”, and “2.2.13”, respectively, and
 - (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.10”; and
- (b) in section 2.2:
 - (i) renumbers sections 2.2.10, 2.2.11, and 2.2.12 as 2.2.11, 2.2.12, and 2.2.13, respectively, and
 - (ii) adds a new section 2.2.10 as follows:

“2.2.10 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

8. In the IC-3 district schedule, Council:

(a) in section 2.1:

- (i) strikes out “2.2.10”, “2.2.11”, “2.2.12” and “2.2.13” wherever they appear and substitutes “2.2.11”, “2.2.12”, “2.2.13” and “2.2.14”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.10”; and

(b) in section 2.2:

- (i) in section 2.2.1(a), adds “beauty and wellness centre,” before “cardlock fuel station”,
- (ii) rennumbers sections 2.2.10, 2.2.11, 2.2.12, and 2.2.13 as 2.2.11, 2.2.12, 2.2.13, and 2.2.14, respectively,
- (iii) in section 2.2.13, strikes out “2.2.11” and substitutes “2.2.12”, and
- (iv) adds a new section 2.2.10 as follows:

“2.2.10 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

9. In the I-3 district schedule, Council:

(a) in section 2.1:

- (i) strikes out “2.2.12”, “2.2.13”, and “2.2.14” wherever they appear and substitutes “2.2.13”, “2.2.14”, and “2.2.15”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.12”; and

(b) in section 2.2:

- (i) in section 2.2.1(a), adds “beauty and wellness centre,” before “gasoline station”,
- (ii) rennumbers sections 2.2.12, 2.2.13, and 2.2.14 as 2.2.13, 2.2.14, and 2.2.15, respectively, and
- (iii) adds a new section 2.2.12 as follows:

“2.2.12 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

10. In the I-4 district schedule, Council:

(a) in section 2.1:

- (i) strikes out “2.2.9”, “2.2.10”, “2.2.11”, and “2.2.12” wherever they appear and substitutes “2.2.10”, “2.2.11”, “2.2.12”, and “2.2.13”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.9”; and

(b) in section 2.2:

- (i) renumbers sections 2.2.9, 2.2.10, 2.2.11, and 2.2.12 as 2.2.10, 2.2.11, 2.2.12, and 2.2.13, respectively,
- (ii) in section 2.2.12, strikes out “2.2.10” and substitutes “2.2.11”, and
- (iii) adds a new section 2.2.9 as follows:

“2.2.9 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

11. In the M-1B district schedule, Council:

(a) in section 2.1:

- (i) strikes out “2.2.9”, “2.2.10”, and “2.2.11” wherever they appear and substitutes “2.2.10”, “2.2.11”, and “2.2.12”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1, 2.2.9”; and

(b) in section 2.2:

- (i) renumbers sections 2.2.9, 2.2.10, and 2.2.11 as 2.2.10, 2.2.11, and 2.2.12, respectively, and
- (ii) adds a new section 2.2.9 as follows:

“2.2.9 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

12. In the IC-1 district schedule, Council:

(a) in section 2.1:

- (i) strikes out “2.2.7”, “2.2.8”, “2.2.9”, and “2.2.10” wherever they appear and substitutes “2.2.8”, “2.2.9”, “2.2.10”, and “2.2.11”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.1., 2.2.7”; and

(b) in section 2.2:

- (i) in section 2.2.1(a), adds “beauty and wellness centre,” before “cardlock fuel station”,
- (ii) rennumbers sections 2.2.7, 2.2.8, 2.2.9, and 2.2.10 as 2.2.8, 2.2.9, 2.2.10, and 2.2.11, respectively,
- (iii) in section 2.2.10, strikes out “2.2.8” and substitutes “2.2.9”, and
- (iv) adds a new section 2.2.7 as follows:

“2.2.7 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

13. In the M-2 district schedule, Council:

(a) in section 2,1:

- (i) strikes out “2.2.8”, “2.2.9”, and “2.2.10” wherever they appear and substitutes “2.2.9”, “2.2.10”, and “2.2.11”, respectively, and
- (ii) adds the following use in the correct alphabetical order under the heading “Service Uses”:

“Beauty and Wellness Centre Conditional 2.2.9”; and

(b) in section 2.2:

- (i) rennumbers sections 2.2.8, 2.2.9, and 2.2.10 as 2.2.9, 2.2.10, and 2.2.11, respectively, and
- (ii) adds a new section 2.2.8 as follows:

“2.2.8 Beauty and Wellness Centre is limited to hydrotherapy and thermal therapy.”.

14. In section 2.2.1(a) of the I-1C district schedule, Council adds “hydrotherapy, thermal therapy,” after “aircraft landing place,”.

15. In section 2.2.1 of the HA-2 district schedule, Council:

(a) renumbers subsections (c) through (h) as subsections (d) through (i); and

(b) adds a new subsection (c) as follows:

“(c) hydrotherapy, thermal therapy, or both;”.

16. In section 2.2.1 of the HA-3 district schedule, Council:

(a) renumbers subsections (d) through (k) as subsections (e) through (l); and

(b) adds a new subsection (d) as follows:

“(d) hydrotherapy, thermal therapy, or both;”.

17. In section 2.2.1 of the RM-5, RM-5A, RM-5B, RM-5C and RM-5D districts schedule, Council:

(a) renumbers subsections (d) through (j) as subsections (e) through (k); and

(b) adds a new subsection (d) as follows:

“(d) hydrotherapy, thermal therapy, or both;”.

18. In section 2.2.1 of the C-1 and RM-6 district schedules, and the HA-1 and HA-1A districts schedule, Council:

(a) renumbers subsections (e) through (k) as subsections (g) through (l); and

(b) adds a new subsection (e) as follows:

“(e) hydrotherapy, thermal therapy, or both;”.

19. In section 2.2.1 of the C-2B district schedule, Council:

(a) renumbers subsections (f) through (m) as subsections (g) through (n); and

(b) adds a new subsection (f) as follows:

“(f) hydrotherapy, thermal therapy, or both;”.

20. In section 2.2.1 of the C-2C district schedule, Council:

(a) renumbers subsections (f) through (l) as subsections (g) through (m); and

(b) adds a new subsection (f) as follows:

“(f) hydrotherapy, thermal therapy, or both;”.

21. In section 2.2.1 of the C-2 and C-3A district schedules, Council:

(a) renumbers subsections (g) through (q) as subsections (h) through (r); and

(b) adds a new subsection (g) as follows:

“(g) hydrotherapy, thermal therapy, or both;”.

22. In section 2.2.1 of the C-2C1 district schedule, Council:

(a) renumbers subsections (g) through (n) as subsections (h) through (o); and

(b) adds a new subsection (g) as follows:

“(g) hydrotherapy, thermal therapy, or both;”.

23. In section 2.2.1 of the C-5, C-5A and C-6 districts schedule, Council:

(a) renumbers subsections (g) through (m) as subsections (h) through (n); and

(b) adds a new subsection (g) as follows:

“(g) hydrotherapy, thermal therapy, or both;”.

24. In section 2.2.1 of the C-7 and C-8 districts schedule, Council:

(a) renumbers subsections (f) through (o) as subsections (g) through (p); and

(b) adds a new subsection (f) as follows:

“(f) hydrotherapy, thermal therapy, or both;”.

25. In section 2.2.1 of the FC-1 district schedule, Council:

(a) renumbers subsections (g) through (p) as subsections (h) through (q); and

(b) adds a new subsection (g) as follows:

“(g) hydrotherapy, thermal therapy, or both;”.

26. In section 2.2.2(c) of the MC-1 and MC-2 districts schedule, Council:

(a) renumbers clauses (v) through (xi) as clauses (vi) through (xii); and

(b) adds a new clause (v) as follows:

“(v) hydrotherapy, thermal therapy, or both;”.

27. 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.

28. This by-law is to come into force and take effect upon enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend the Licence By-law No. 4450
regarding cold plunges and sauna**

Following the Public Hearing on October 21, 2025, Council resolved to amend the Licence By-law regarding cold plunges and sauna.

Director of Legal Services
November 4, 2025

BY-LAW NO.

**A By-law to amend the Licence By-law No. 4450
regarding cold plunges and sauna**

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

1. This by-law amends the indicated provisions of the Licence By-law No. 4450.
2. In section 2, Council:
 - (a) in the definition of Health Enhancement Services:
 - (i) strikes out “or steam bath”, and
 - (ii) strikes out “, Health Enhancement Centre and Steam Bath” and substitutes “and Health Enhancement Centre”;
 - (b) in the definition of Beauty and Wellness Centre, adds “thermal therapy,” after “hydrotherapy,”; and
 - (c) strikes out the definition of Steam Bath.
3. Council strikes out section 28.6 in its entirety, including the title.
4. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
5. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law No. 3575
regarding modernizing business licences**

Following the Public Hearing on October 21, 2025, Council resolved to amend the Zoning and Development By-law regarding modernizing business licences.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend the Zoning and Development By-law No. 3575
regarding modernizing business licences**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.

2. In section 2, Council:

(a) strikes out the entry for Arcade and substitutes the following:

“

Arcade	The use of premises primarily for: (a) machines on which games are played for amusement or entertainment and for which a coin or token must be inserted or a fee is charged for use; or (b) virtual reality rooms.
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”;

(b) strikes out the entries for Adult Magazine, Adult Retail Store, and Sex Object in their entirety; and

(c) in the entry for Retail Uses, strikes out “Adult Retail Store”.

3. In section 11, Council strikes out section 11.8.10 in its entirety, including the title, and renumbers sections 11.8.11, 11.8.11.1, 11.8.11.2, 11.8.12, 11.8.12.1, 11.8.12.2, 11.8.13, 11.8.13.1 and 11.8.13.2 as 11.8.10, 11.8.10.1, 11.8.10.2, 11.8.11, 11.8.11.1, 11.8.11.2, 11.8.12, 11.8.12.1 and 11.8.12.2, respectively.

4. In section 2.1 of the C-1 district schedule, the C-2B district schedule, the C-2C district schedule, the C-2C1 district schedule, the C-5, C-5A and C-6 districts schedule, and the C-7 and C-8 districts schedule, Council adds the following in the correct alphabetical order under the heading Cultural and Recreational Uses:

“

Arcade	Conditional	2.2.1
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”.

5. In the HA-2 district schedule, Council:

(a) in section 2.1, adds the following in the correct alphabetical order under the heading Cultural and Recreational Uses:

“

Arcade	Conditional	2.2.1, 2.2.8
--------	-------------	--------------

”; and

(b) adds a new section 2.2.8 in the correct numerical order as follows:

“2.2.8 Arcade may be permitted if the Director of Planning or Development Permit Board considers the appropriateness of the use with respect to compatibility with surrounding uses, size, noise control and hours of operation.”.

6. In section 2.1 of the C-2 district schedule, the C-3A district schedule, and the C-5, C-5A and C-6 districts schedule, Council strikes out the following:

“

Adult Retail Store	Conditional	2.2.1
--------------------	-------------	-------

”.

7. In section 2.1 of the C-1 district schedule, the C-2B district schedule, the C-2C district schedule, the C-2C1 district schedule, and the C-7 and C-8 districts schedule, Council adds the following in the correct alphabetical order under the heading Service Uses:

“

Restaurant – Class 2	Conditional	
----------------------	-------------	--

”.

8. In section 2.1 of the M-1 district schedule, the M-1A district schedule, and the MC-1 and MC-2 districts schedule, Council adds the following in the correct alphabetical order under the heading Service Uses:

“

Restaurant – Class 2	Conditional	2.2.1
----------------------	-------------	-------

”.

9. In section 2.2.1 of the C-1 district schedule, the C-2B district schedule, the C-2C district schedule, and the C-2C1 district schedule, Council strikes out “restaurant – class 1” and substitutes “restaurant”.

10. In section 3.1.2.7 of the C-1 district schedule, Council strikes out “restaurant – class 1” and substitutes “restaurant”.

11. In the MC-1 and MC-2 districts schedule, Council:

(a) in section 2.2.1(c):

(i) rennumbers clauses (x) through (xiii) as clauses (xi) through (xiv), respectively, and

(ii) adds a new clause (x) as follows:

“(x) restaurant – class 2,”; and

City Clerk

EXPLANATION**A By-law to amend the Licence By-law No. 4450
regarding modernizing business licences**

Following the Public Hearing on October 21, 2025, Council resolved to amend the Licence By-law regarding modernizing business licences.

Director of Legal Services
November 4, 2025

BY-LAW NO. ____

**A By-law to amend the Downtown Official Development Plan By-law No. 4912
regarding modernizing business licences**

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 Downtown Official Development Plan By-law No. 4912.
2. In Section 1 – Land Uses, Council:
 - (a) in subsection 12(a), strikes out “, except that Arcades shall not be located on a floor having an elevation within 2.0 m of street grade”;
 - (b) in subsection 13(a), strikes out “Arcade,”;
 - (c) in subsection 14(f), strikes out “Adult Retail Store,”; and
 - (d) in subsection 17(g), strikes out “Restaurant – Class 2,”.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend the Licence By-law No. 4450
regarding modernizing business licences**

Following the Public Hearing on October 21, 2025, Council resolved to amend the Licence By-law regarding modernizing business licences.

Director of Legal Services
November 4, 2025

BY-LAW NO.

A By-law to amend the Licence By-law No. 4450 regarding modernizing business licences

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

1. This by-law amends the indicated provisions of the Licence By-law No. 4450.
2. In section 2, Council:
 - (a) strikes out the following definitions in their entirety:
 - (i) Adult Retail Store,
 - (ii) Arcade,
 - (iii) Entertainment Centre,
 - (iv) Graphic Sexual Material,
 - (v) Shooting Gallery,
 - (vi) Simulated Games,
 - (vii) Simulated Sports; and
 - (b) in the definition of Adult Oriented Services, strikes out “**Adult Retail Store** and”;
 - (c) in the definition of Entertainment Facility, strikes out “, Arcade, Billiard Hall, Entertainment Centre and Shooting Gallery” and substitutes “and **Billiard Hall**”;
 - (d) in the definition of Rental Services, strikes out “or **Arcade**”; and
 - (e) in the definition of Adult Publication, strikes out “, sexual conduct, or sadomasochistic behavior” and substitutes “or sexual conduct”.
3. In section 10, Council:
 - (a) strikes out section 10.1, including the title, and substitutes the following:

“ADULT PUBLICATIONS AND SEX PARAPHERNALIA

10.1 No person carrying on any trade, business or occupation shall display or permit to be displayed in any window facing a street, or elsewhere where it can be seen by a person outside the premises, any adult publication or sex paraphernalia.”;
 - (b) strikes out sections 10.2 and 10.3 in their entirety, including the titles; and

- (c) renumbers sections 10.4, 10.5, and 10.6 as sections 10.2, 10.3 and 10.4, respectively.
- 4. In section 13.3(1)(c), Council strikes out “notwithstanding section 16.1 of this by-law”.
- 5. In section 14, Council:
 - (a) strikes out section 14.2 in its entirety, including the title; and
 - (b) renumbers section 14.3 as section 14.2.
- 6. In section 16, Council:
 - (a) strikes out section 16.1 in its entirety, including the title; and
 - (b) renumbers sections 16.2 and 16.3 as sections 16.1 and 16.2, respectively.
- 7. In Schedule “A”, Council strikes out the entry for Adult Retail Store.
- 8. In Schedule “D”, Council:
 - (a) in section 1, strikes out “section 10.6(5)(b)” and substitutes “section 10.4(5)(b)”; and
 - (b) in sections 2, 3 and 4, strikes out “section 10.6(5)(a)” and substitutes “section 10.4(5)(a)”.
- 9. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
- 10. 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 Building By-law No. 14343
regarding Rainwater Management Regulations for New Developments**

Following the Public Hearing on October 23, 2025, Council resolved to amend the Building By-law regarding rainwater management regulations for new developments. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend Building By-law No. 14343
regarding Rainwater Management Regulations for New Developments**

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

1. This by-law amends the indicated provisions of Building By-law No. 14343.
2. In Clause 1.2.1.1.(1)(b) of Book I, Division A and Clause 7.1.5.1.(1)(a) of Book I, Division B, Council strikes out “and Sentence 3.3.1.3.(1) of Division C”.
3. In Subclause 7.1.5.1.(1)(d)(ii) of Book I, Division B, Council strikes out the defined term for “*Vegetated roof assembly**”.
4. In Clause 7.1.5.2.(1)(b) of Book I, Division B, Council:
 - (a) in the row for “COV / Engineering Design Manual”, strikes out the by-law reference and substitutes the following:

"2.4.2.5.(5)
A-2.4.2.5.(5)", and
 - (b) adds a new row:

“

CoV		Protection of Trees By-law ⁽⁴⁾	A-2.4.2.5.(9)
-----	--	---	---------------

”

5. Council strikes out Clause 7.1.5.2.(2)(k) of Book I, Division B and substitutes the following:

“k) adding a new Article 2.4.2.4. and Article 2.4.2.5.:

“2.4.2.4. Connections to Storm Drainage Systems

- 1) Except as provided in Sentence (2), *building* and site drainage shall connect to a *storm drainage system*.
- 2) *Building* and site drainage need not connect to a *storm drainage system* if
 - a) on-site *rainwater* management practices are employed and overflow is connected to a *storm drainage system*, and
 - b) *rainwater* does not create a hazardous condition or discharge upon or impact other lands or sites.(See Note A-2.4.2.4.(2).)

2.4.2.5. Rainwater Management

- 1) Except as provided in Sentence (2), all *buildings* shall manage *rainwater* on-site through one of the applicable compliance pathways in Table 2.4.2.5.-A, in which
 - a) “small site pathway” means Sentence (4) applies, and Sentences (5) and (6), (7) and (8) do not apply, and
 - b) “engineered pathway” means Sentences (5), (6), (7) and (8) apply, and Sentence (4) does not apply.

Table 2.4.2.5.-A
Compliance Pathways for On-Site Rainwater Management
Forming Part of Sentence 2.4.2.5.(1)

Site Area (m ²)	Net Floor Space Ratio ⁽¹⁾	Compliance Pathway
No greater than 1000	No greater than 1.0	Small site pathway
	Greater than 1.0	Engineered pathway
Greater than 1000	Any	Engineered pathway

Notes to Table 2.4.2.5.-A:

(1) As computed according to the Zoning and Development By-law after any applicable exclusions.

- 2) The requirements of this Article do not apply to
 - a) “laneway houses” or “infill” as defined by the Zoning & Development By-law, when the site area is no greater than 1000 m²,
 - b) “accessory buildings” as defined by the Zoning & Development By-law,
 - c) *float homes*,
 - d) *marinas*,
 - e) retaining structures, or
 - f) temporary *buildings* approved according to Subsection 1.6.8. of Division C.
- 3) The *Chief Building Official* shall be provided with a document demonstrating that the *rainwater* management requirements of Sentence (1) have been satisfied, in the form prescribed by the *Chief Building Official*.
- 4) Except as provided in Sentence (9), a detention tank shall be installed with
 - a) the minimum active storage capacity specified in Table 2.4.2.5.-B,
 - b) an orifice plate with the diameter specified in Table 2.4.2.5.-B,
 - c) overflow protection,
 - d) one or more *cleanouts* providing access to the outlet and overflow, and
 - e) for subsurface detention tanks, the capability of supporting the design depth of cover and surface loads.

(See Note A-2.4.2.5.(4).)

Table 2.4.2.5.-B
Detention Tank Specifications for the Small Site Pathway
Forming Part of Sentence 2.4.2.5.(4)

Site Area (m ²)	Minimum Active Storage Capacity (L)	Orifice Plate Diameter (mm)
No greater than 400	3,400	30
Greater than 400 to no greater than 500	3,900	35
Greater than 500 to no greater than 750	4,600	45
Greater than 750 to no greater than 1000	7,200	50

- 5) Except as provided in Sentences (8) and (9), *rainwater* from the site area shall be detained with controlled discharge to a public *combined sewer*, public *storm sewer* or designated public *storm water* disposal location, and the minimum detention volume shall be calculated with the Modified Rational Method

a) using the following formula:

$$V = Q_p \times D - Q_o \frac{D + t_c}{2}$$

where

- V = minimum detention storage volume in L,
- Q_p = peak runoff rate for the duration D in L/s,
- D = duration of rainfall in s,
- Q_o = maximum discharge flow rate in L/s, and
- t_c = time of concentration of the drainage catchment, determined according to the City of Vancouver Engineering Design Manual, in s,

b) iterating for a range of values of D in Clause (a)

- i. with a maximum of a 15 min increment, and
- ii. until the value of V in Clause (a) reaches a maximum value, confirmed by iterating values of D for an additional 60 min, and

c) applying from the City of Vancouver Engineering Design Manual:

- i. the post-development, 2100 IDF curve with a 10 year return period,
- ii. the minimum inlet time specified, and

- iii. the applicable runoff coefficients to derive a composite runoff based on the percentages of different surfaces of the site area.

(See Note A-2.4.2.5.(5).)

- 6) Except as provided in Sentences (8) and (9), the detention volume calculated in Sentence (5) shall be held in detention storage

- a) designed to control discharge in 2 stages, at

- i. no greater than 5 L / s / hectare for the first stage, for a volume of water equivalent to what would be present if water 15 mm deep covered the portion of the site area without landscaping, and
 - ii. no greater than 25 L / s / hectare after the first stage, and

- b) installed with

- i. no orifice smaller than 25 mm in diameter when an orifice is used,
 - ii. overflow protection, and
 - iii. one or more *cleanouts* providing access to the outlets and overflow.

(See Note A-2.4.2.5.(6).)

- 7) An operations and maintenance manual conforming to Article 2.2.1.9. is required for the equipment employed to satisfy the requirements of Sentences (5) and (6).

- 8) When an *existing building* will remain on the same property at the time the occupancy permit is issued, the site area used in Sentences (5) and (6) may be reduced to be proportional to the ratio of the *buildings'* greatest horizontal area within the outside surface of exterior walls.

- 9) The *Chief Building Official* may relax the requirements of Sentences (4), (5) and (6) in accordance with Sentence 1.5.2.10.(2) of Division C if

- a) the *owner* demonstrates to the satisfaction of the *Chief Building Official* by a *subsurface investigation* that excavation is precluded or limited by soil contamination or other factors, and

- b) it is impractical, in the opinion of the *Chief Building Official*, to meet the *rainwater* management requirements of Sentences (4), (5) or (6).

(See Note A-2.4.2.5.(9).)”. ”.

- 6. In Subclause 7.1.5.2.(2)(dd)(ii) of Book I, Division B, Council:

- (a) strikes out Note A-2.4.2.5.(1);

- (b) inserts a new Note A-2.4.2.5.(5):

“A-2.4.2.5.(5) Minimum Detention Volume Calculation.

Example: Determination of the minimum detention volume
(Convert units as required.)

Step No. 1: Assemble calculation inputs

- a) Site characteristics (example)
- | | | |
|--|---|---------------|
| Site area | = | 0.25 hectares |
| Post-development runoff coefficient, C | = | 0.75 |
- b) City of Vancouver IDF projections
- | | | |
|------------------------------|---|---------------------------------------|
| Return period | = | 10 years (from Sentence (5)) |
| Time of concentration, t_c | = | 5 min |
| IDF curve | = | 2100
(RCP 8.5 Moderate Projection) |
| IDF Coefficient A | = | 26.651 |
| IDF Coefficient B | = | -0.482 |

Step No. 2: Calculate 10-year unit flow target

- | | | |
|------------------------------------|---|---|
| Flow target | = | 25 L/s/hectare (from Sentence (6)) |
| Maximum discharge flow rate, Q_0 | = | 0.00625 m ³ /s
(calculated as =
Flow target x Site area) |

Step No. 3: Calculate peak post-development flow

- | | | |
|------------------------------------|---|---|
| Peak rainfall intensity, i | = | 88 mm/h (calculated as = $A \times t_c^B$) |
| Uncontrolled peak flow, Q_{POST} | = | 0.0460 m ³ /s
(calculated as = Site area x C x i) |

Step No. 4: Iterate for a range of storm durations to determine the peak storage requirement

Event duration, D (min)	Post-development rainfall intensity, i (mm/hr)	Post-development peak flow, Q_{POST} (m ³ /s)	Required detention volume, V (m ³)
5	88	0.046	11.9
20	45	0.024	23.6
35	35	0.018	30.3
50	29	0.015	35.2
65	26	0.013	39.0
80	23	0.012	42.1
95	21	0.011	44.7
110	20	0.010	46.9
125	19	0.010	48.8
140	18	0.009	50.4
155	17	0.009	51.8
170	16	0.008	53.0
185	15	0.008	54.0
200	15	0.008	54.9
215	14	0.008	55.6
230	14	0.007	56.2
245	14	0.007	56.8
260	13	0.007	57.2
275	13	0.007	57.5
290	12	0.007	57.8
305	12	0.006	58.0
320	12	0.006	58.1
335	12	0.006	58.1
350	11	0.006	58.1
365	11	0.006	58.0
380	11	0.006	57.9
395	11	0.006	57.7

The minimum detention volume required to satisfy Sentences (5) and (6) is therefore 58.1 m³.

More advanced modelling software may be used in place of the Modified Rational Method, applying the storm distributions and durations defined in the City of Vancouver Engineering Design Manual.”;

- (c) strikes out Note A-2.4.2.5.(6) and substitutes:

“A-2.4.2.5.(6) Detention Storage Calculations and Considerations.

Example: Determination of the first stage detention volume

Step No. 1: Assemble calculation inputs

Site characteristics (example)		
Site area	=	0.25 hectares
Ground-level landscaped area	=	0.05 hectares
Vegetated roof assembly	=	0.02 hectares
Portion of site area without landscaping	=	0.18 hectares (calculated)

Step No. 2: Calculate “first stage” volume

First stage volume	=	27 m ³ (calculated as = 15 mm x Portion of site area without landscaping)
--------------------	---	--

This is the volume to be released at no greater than 5 L / s / hectare.

Considerations for detention storage and flow control

Detention storage can be provided by detention tanks, roof-based detention methods, or other vegetated or non-vegetated detention or retention systems designed to meet the criteria.

The overflow must bypass the outlet flow control mechanism(s). An orifice or other flow control device may be used. An orifice must meet the minimum diameter requirement. The outlet flow control mechanism(s) should have appropriate debris protection to prevent blockages. The equipment or structure used for detention storage should be inspected and cleaned regularly following the operations and maintenance manual instructions.”; and

- (d) in Table 2.4.2.5.(9) of Note A-2.4.2.5.(9), adds a new row:

“

A tree protected by the <i>Protection of Trees By-law</i>	Certification by an arborist.
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”.

7. In Clause 2.3.1.1.(1)(a) of Book I, Division C, Council strikes out “except as permitted by Sentence 3.3.1.3.(1),”.

8. In Sentence 2.3.1.2.(1) of Book I, Division C, Council strikes out “Except as permitted by Sentence 3.3.1.3.(2), the” and substitutes “The”.

9. Council strikes out Article 3.3.1.3. of Book I, Division C and substitutes:

“3.3.1.3. Reserved.”.

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

11. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law No. 3575
Regarding amendments to the First Shaughnessy District Schedule to
simplify rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend the Zoning and Development By-law regarding amendments to the First Shaughnessy District Schedule to simplify rainwater management requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

BY-LAW NO. _____

**A By-law to amend the Zoning and Development By-law No. 3575
regarding amendments to the First Shaughnessy District Schedule to
simplify rainwater management requirements**

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

1. This by-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.
2. In the First Shaughnessy District Schedule, Council strikes out section 4.4.
3. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Heritage Conservation Area
Official Development Plan By-Law No. 11349
regarding simplification of rainwater management requirements in the
First Shaughnessy Heritage Conservation Area Design Guidelines**

Following the Public Hearing on October 23, 2025, Council resolved to amend the Heritage Conservation Area Official Development Plan By-Law regarding simplification of rainwater management requirements in the First Shaughnessy Heritage Conservation Area Design Guidelines. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

BY-LAW NO.

**A By-law to amend the Heritage Conservation Area
Official Development Plan By-Law No. 11349
regarding simplification of rainwater management requirements in the
First Shaughnessy Heritage Conservation Area Design Guidelines**

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

1. This by-law amends Schedule 1 of the Heritage Conservation Area Official Development Plan By-law No. 11349.
2. In Appendix A3 of Schedule 1, Council strikes out section 4 in its entirety, including the title.
3. In Appendix A3 of Schedule 1, Council renumbers sections 5 and 5.1 as 4 and 4.1 respectively.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend
CD-1 (211) By-law No. 6314
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (211) for 2502 East 26th Avenue to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

2502 East 26th Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (211) By-law No. 6314
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6314.
2. Council strikes out sections 10 and 11.
3. Council renumbers section 12 as section 10.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (212) By-law No. 6315
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (212) for 2709-2791 East 28th Avenue to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

2709-2791 East 28th Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (212) By-law No. 6315
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6315.
2. Council strikes out section 9.
3. Council renumbers section 10 as section 9.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of _____, 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend
CD-1 (214) By-law No. 6317
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (214) for 2960 East 29th Avenue to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

2960 East 29th Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (214) By-law No. 6317
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6317.
2. Council strikes out section 10.
3. Council renumbers section 11 as section 10.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of _____, 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend
CD-1 (218) By-law No. 6321
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (218) for 3301-3347 Clive Avenue and 3330 Vanness Avenue to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

3301-3347 Clive Avenue and
3330 Vanness Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (218) By-law No. 6321
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6321.
2. Council strikes out section 10.
3. Council renumbers section 11 as section 10.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend
CD-1 (223) By-law No. 6361
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (223) for 2750-2798 East 28th Avenue and 4400-4402 Kaslo Street to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

2750-2798 East 28th Avenue and
4400-4402 Kaslo Street

BY-LAW NO.

**A By-law to amend
CD-1 (223) By-law No. 6361
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6361.
2. Council strikes out section 9.
3. Council renumbers section 10 as section 9.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend
CD-1 (225) By-law No. 6363
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (225) for 5092 McHardy Street and 3263-3277 and 3311-3327 Vanness Avenue to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

5092 McHardy Street and
3263-3277 and 3311-3327 Vanness Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (225) By-law No. 6363
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6363.
2. Council strikes out section 9.
3. Council renumbers section 10 as section 9.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION

**A By-law to amend
CD-1 (241) By-law No. 6528
regarding simplification of rainwater management requirements**

Following the Public Hearing on October 23, 2025, Council resolved to amend CD-1 (241) for 5003-5399 Boundary Road to eliminate storm water requirements. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
November 4, 2025

5003-5399 Boundary Road

BY-LAW NO.

**A By-law to amend
CD-1 (241) By-law No. 6528
regarding simplification of rainwater management requirements**

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

1. This by-law amends the indicated provisions of By-law No. 6528.
2. Council strikes out section 11.
3. Council renumbers section 12 as section 11.
4. This by-law is to come into force and take effect on January 1, 2026.

ENACTED by Council this day of , 2025

Mayor

City Clerk

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

Following the Public Hearing on January 18, 2022, Council gave conditional approval to the rezoning of the site at 185-193 Southwest Marine Drive. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
November 4, 2025

185-193 Southwest Marine Drive

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (908).

Uses

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (908) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling; and
- (b) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4. The design and layout of at least 35% of the dwelling units must:

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,145.9 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 2.4.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses and 8% of the floor area being provided for all other uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building Height

6. Building height, measured from base surface, must not exceed 17.4 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and

- 7.5 An obstruction referred to in section 7.2 means:

- 7.6 A habitable room referred to in section 7.1 does not include:

Acoustics

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

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

Severability

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

Force and effect

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

ENACTED by Council this day of , 2025

Mayor

City Clerk

The properties outlined in black (**25, 26**) are rezoned:
From **R1-1** to **CD-1**

RZ - 185-193 SW Marine Drive

City of Vancouver

map: 1 of 1
scale: NTS

date: 2021-11-16

The properties outlined in black () are rezoned:
From **R1-1** to **CD-1**

RZ - 185-193 SW Marine Drive

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-11-16

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

Following the Public Hearing on January 23, 2025, Council gave conditional approval to the rezoning of the site at 1434-1456 West 8th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
November 4, 2025

1434-1456 West 8th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (909).

Definitions

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this by-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.5 of this by-law; and
- (b) "Below-market Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for below-market rental housing, as secured by a housing agreement and registered on title to the property.

Uses

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

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Mixed-Use Residential Building;
- (c) Institutional Uses;

- (d) Live-Work Use;
- (e) Manufacturing Uses;
- (f) Office Uses;
- (g) Retail Uses;
- (h) Service Uses;
- (i) Utility and Communication Uses; and
- (j) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

5.1 A minimum of 20% of the total dwelling unit area must be below-market rental housing units.

5.2 The design and layout of at least 35% of the total number of below-market rental housing units and at least 35% of the total number of other dwelling units must:

- (a) be suitable for family housing; and
- (b) have 2 or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be 2-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be 3-bedroom units.

5.3 No portion of the first or second storey of a building may be used for residential purposes except for entrances to the residential portion.

5.4 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables in conjunction with a permitted use;
- (b) farmers' market;
- (c) neighbourhood public house;
- (d) public bike share; and
- (e) restaurant,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions the Director of Planning considers necessary, having regard to the types of merchandise, the area and

location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

Floor Area and Density

6.1 Computation of floor area must assume that the site area is 1,600 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

6.2 The maximum floor space ratio for all uses combined is 8.0.

6.3 No less than 1,130 m² of permitted floor area must be used for commercial uses.

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

6.5 Computation of floor area and dwelling unit area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
 - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
 - (i) off-street parking and loading, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage, and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) all storage area below base surface for non-dwelling uses.

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

6.7 Where floor area associated with residential storage area is excluded, a minimum of 20% of excluded floor area above base surface must be located within the below-market rental housing units as storage area.

Building Height

7.1 Building height must not exceed 77.8 m.

7.2 Despite section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed 87.1 m.

Horizontal Angle of Daylight

8.1 Each habitable room must have at least 1 window on an exterior wall of a building.

8.2 For the purposes of section 8.1 above, habitable room means any room except a bathroom or a kitchen.

8.3 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or 2 angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

8.4 The plane or planes referred to in section 8.3 above must be measured horizontally from the centre of the bottom of each window.

8.5 An obstruction referred to in section 8.3 above means:

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

8.6 The Director of Planning or Development Permit Board may vary the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines and:

- (a) the minimum distance of unobstructed view is at least 3.7 m; or
- (b) the habitable room is within a unit assigned to below-market rental housing units containing a minimum of 3 bedrooms, where the horizontal angle of daylight requirement is varied for no greater than 1 of the habitable rooms in the unit.

Severability

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

Force and Effect

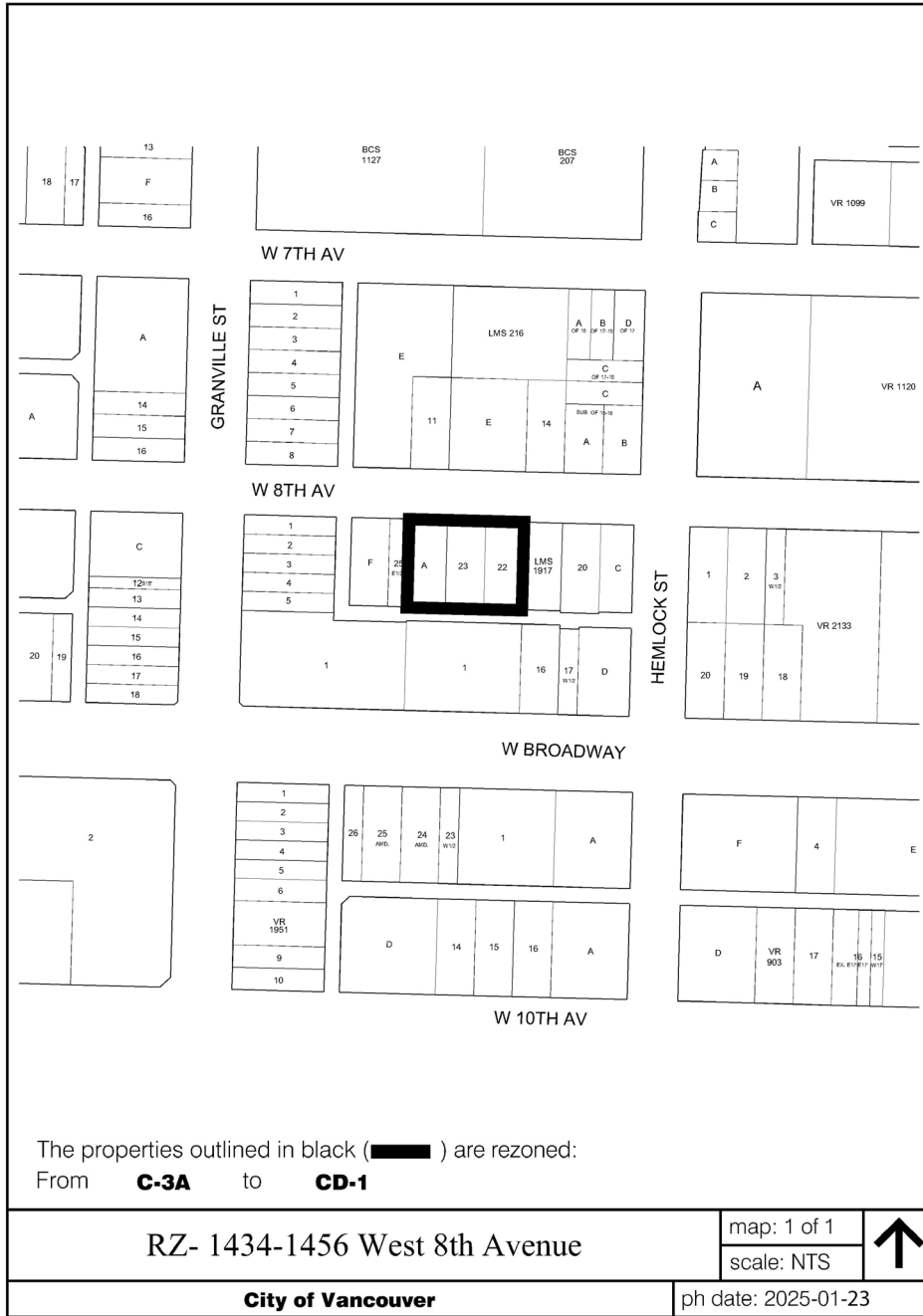
10. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

Schedule A



The properties outlined in black () are rezoned:
From **C-3A** to **CD-1**

RZ- 1434-1456 West 8th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

ph date: 2025-01-23

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

Following the Public Hearings on May 9 and 11, 2023, Council gave conditional approval to the rezoning of the sites at 208 East 54th Avenue, 7018-7078 Main Street and 211 East 55th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
November 4, 2025

208 East 54th Avenue,
7018-7078 Main Street and
211 East 55th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (910).

Uses

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

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Mixed-Use Residential Building;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

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

- (a) be suitable for family housing; and
- (b) have 2 or more bedrooms.

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

4.3 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, other than the following:

- (a) display of flowers, plants, fruits and vegetables in combination with a permitted use;
- (b) farmers' market;
- (c) neighbourhood public house;
- (d) public bike share; and
- (e) restaurant,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods, and the Director of Planning may impose any conditions the Director of Planning considers necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 2,681.4 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The maximum floor space ratio for all uses combined is 3.62.

5.3 The floor space ratio for commercial uses must not exceed 0.50.

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

5.5 Computation of floor area must exclude:

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

- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
 - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage, and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) the area of roof-top access structures, including open or enclosed stairways or elevators, at the roof level only, if they provide access to private or common outdoor amenity space;
- (f) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (g) all storage area below base surface for non-dwelling uses.

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

Building Height

6. Building height must not exceed 22.0 m.

Horizontal Angle of Daylight

7.1 Each habitable room must have at least 1 window on an exterior wall of a building.

7.2 For the purposes of section 7.1 above, habitable room means any room except a bathroom or a kitchen.

7.3 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or 2 angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

7.4 The plane or planes referred to in section 7.3 above must be measured horizontally from the centre of the bottom of each window.

7.5 An obstruction referred to in section 7.3 above means:

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

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

- (a) the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines; and
- (b) the minimum distance of unobstructed view is at least 3.7 m.

Severability

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

Force and Effect

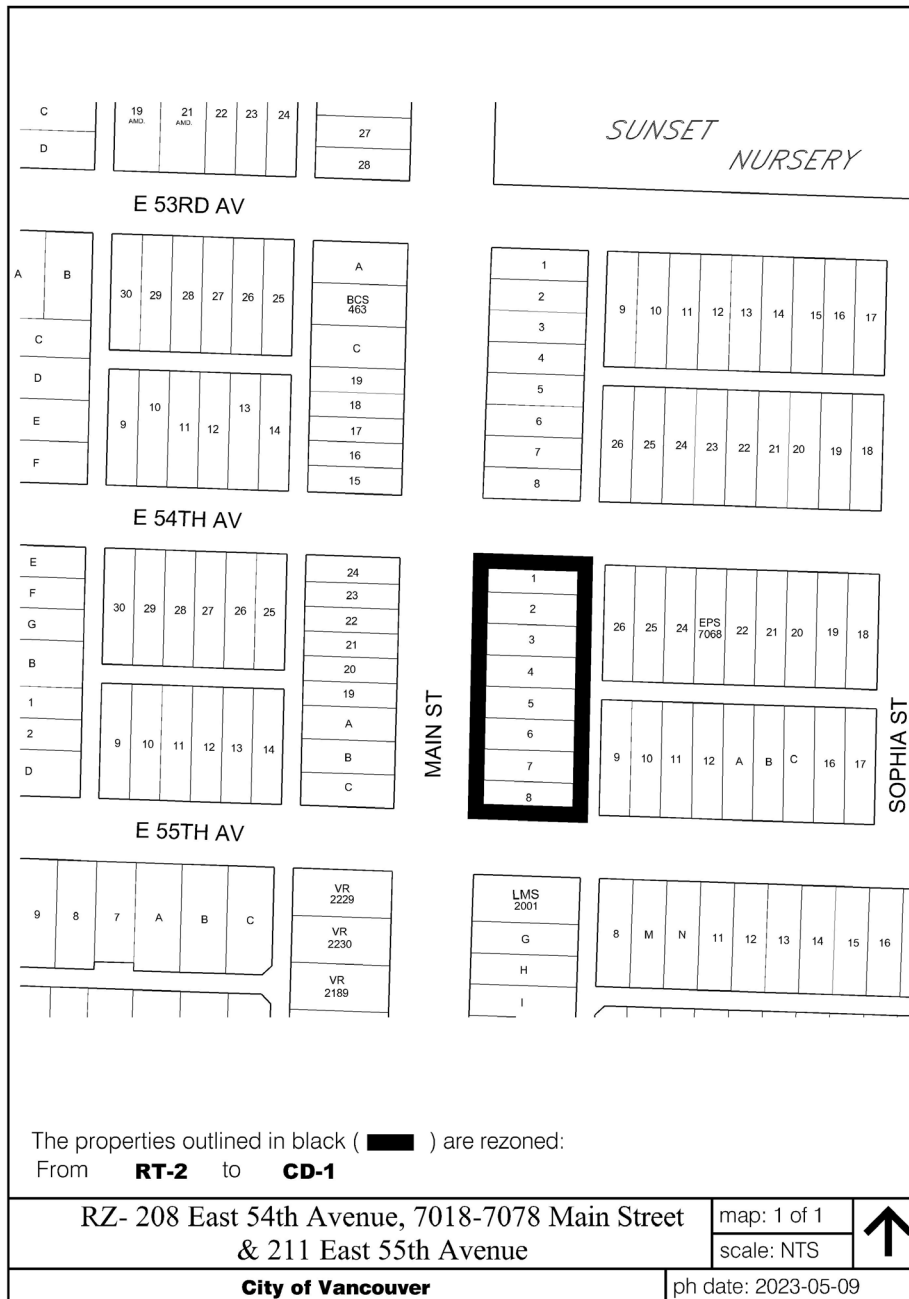
9. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on July 8, 2025, Council gave conditional approval to the rezoning of the site at 520-590 West 29th Avenue and 4510-4550 Ash Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
November 4, 2025

520-590 West 29th Avenue and
4510-4550 Ash Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (911).

Uses

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

- (a) Dwelling Uses, limited to Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4. The design and layout of at least 35% of the total number of dwelling units must:
- (a) be suitable for family housing; and
 - (b) have 2 or more bedrooms.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 4,646 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The maximum floor space ratio for all uses combined is 3.0.

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

5.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
 - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
 - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
 - (ii) bicycle storage, and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) all storage area below base surface for non-dwelling uses.

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

Building Height

6.1 Building height must not exceed 21.3 m.

6.2 Despite section 6.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted mechanical appurtenances must not exceed 22.9 m.

Access to Natural Light

7.1 Each habitable room must have at least 1 window on an exterior wall of a building.

7.2 For the purposes of section 7.1 above, habitable room means any room except a bathroom or a kitchen.

Severability

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

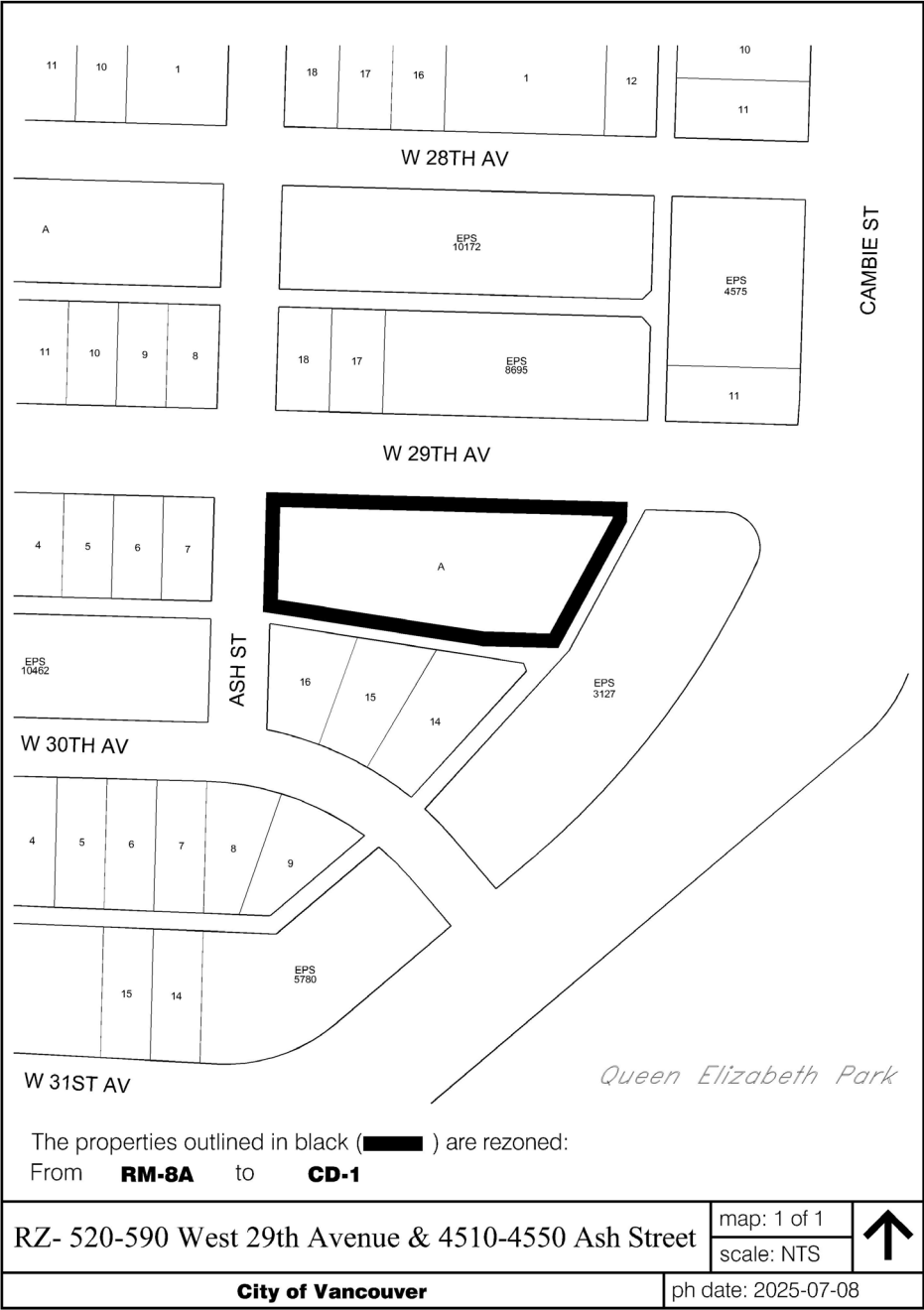
Force and Effect

9. 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: 3215 Macdonald Street**

After the public hearing on April 17, 2025, Council approved in principle the land owner's application to amend CD-1 (25) (Comprehensive Development) District By-law No. 4076 for the above noted property to increase the maximum floor space ratio (FSR) from 1.20 to 2.75 and the maximum building height to 16.8 m (55 ft.) to permit the development of a five-storey mixed-use building containing approximately 22 rental units with commercial space on the ground floor, 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
November 4, 2025

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3215 Macdonald Street**

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

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

PID: 009-123-628 Lot G Block 5 District Lot 139 Plan 11218

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

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

ENACTED by Council this day of , 2025

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

SAMPSON DAVIE FANE VOLPIANA LLP
Barristers and Solicitors
1100 - 355 Burrard Street
Vancouver BC V6C 2G8
604-343-1930

File No.: 1097-21-0289
Ryan Griffin / Cassandra Lopes
Qwid - Three Putt - Housing Agreement

2. Description of Land

PID/Plan Number Legal Description

009-123-628 LOT G BLOCK 5 DISTRICT LOT 139 PLAN 11218

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Agreement
PRIORITY AGREEMENT		Granting the Section 219 Covenant with one registration number less than this Priority Agreement priority over Mortgage CA3511885 and Assignment of Rents CA3511886

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THREE PUTT INVESTMENTS (MACDONALD) LTD., NO.BC0987755
NATIONAL BANK OF CANADA, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

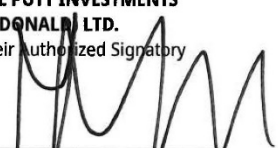
Transferor / Transferee / Party Signature(s)



RYAN GRIFFIN
BARRISTER & SOLICITOR
SAMPSON DAVIE FANE VOLPIANA LLP
SUITE 1100 - 355 BURNARD STREET
VANCOUVER, B.C. V6C 2G8
(604) 288-0930

YYYY-MM-DD
2025-10-21

**THREE PUTT INVESTMENTS
(MACDONALD) LTD.**
By their Authorized Signatory



Name: Geoffrey Glotman

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

NATIONAL BANK OF CANADA
as to priority
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

**THREE PUTT INVESTMENTS
(MACDONALD) LTD.**

By their Authorized Signatory

Name:

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

NATIONAL BANK OF CANADA

as to priority

By their Authorized Signatory


Kelly Fajardo
Credit Management Specialist
1040 W. Georgia St.
Vancouver, B.C. V6E 4H1

KELLY FAJARDO

A Commissioner for Oaths
in and for B.C.

My Appointment Expires: May 31, 2026

2025-10-22

Name:


RYAN GO

Name:


DANIEL JAY

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING
3215 MACDONALD STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, THREE PUTT INVESTMENTS (MACDONALD) 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 for a text amendment of the Rezoning By-law (the “**Rezoning Application**”) to permit the development of a five-storey mixed-use building containing approximately 22 rental units with commercial space on the ground floor and after a public hearing to consider the text amendment, the application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the text amendment by-law:
- “2.3 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 Market Rental Program, 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, a provision that none of 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 Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;
- (g) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by any development application;
- (h) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (i) **“Dwelling Unit”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as may be amended or replaced from time to time;
- (j) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (k) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (o) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;
- (p) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (q) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely THREE PUTT INVESTMENTS (MACDONALD) LTD., and its successors and permitted assigns;
- (r) **“Owner’s Personnel”** means any and all of the contractors, subcontractors, employees, agents, licensees, invites and permittees of the Owner;
- (s) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation, excluding Seniors Supportive or Assisted Housing (as defined in the City’s *Zoning and Development By-law*), on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **“Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c), and **“Rental Housing Unit”** means any one of them;
- (v) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;
- (w) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

- (x) **“Rezoning Application”** has the meaning set out in Recital C of this Agreement;
- (y) **“Rezoning By-law”** means CD-1 (25) (Comprehensive Development) District By-law No. 4076;
- (z) **“Term”** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (aa) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii);
- (bb) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and
- (cc) **“Zoning and Development By-law”** means the City’s *Zoning and Development By-law* No. 3575, as amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the Effective Date, it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than the number of Dwelling Units approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the “**Rental Housing Units**”) 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 the same number and type of replacement Rental Housing Units as the New Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than 90 consecutive days 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 6.7;

- (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 in the City of Vancouver, reasonable wear and tear excepted;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred, reasonable wear and tear excepted; 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 ENFORCEMENT

3.1 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 4 RELEASE AND INDEMNITY

4.1 **Release and Indemnity.** Subject to Section 4.2, 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 4 will be both personal covenants of the Owner and integral parts of the Section 219 Covenant granted in this Agreement.

4.2 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 4.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(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 4.2(b).

- (c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(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.

4.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 4 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 5 NOTICES

5.1 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:

Three Putt Investments (MacDonald) Ltd.
1661 West 5th Avenue
Vancouver, British Columbia
V6J 1N5

Attention: President

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

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

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

ARTICLE 6 MISCELLANEOUS

6.1 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.

6.2 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 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Sale of Lands or New Building.

- (a) 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 6.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

- (b) Subject to Section 6.7(a), neither the Owner nor any successor in title to the Lands shall be liable for any breach, non-observance or non-performance of the covenants herein in respect of a portion of the Lands occurring after it ceases to be the registered owner of that portion; however, the Owner or any successor in title, as the case may be, shall remain liable for any breach, non-observance or non-performance of the covenants herein as the same relate to any portion of the Lands that occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner of such portion of the Lands.

6.8 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.

6.9 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.

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

IN WITNESS WHEREOF the parties have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Chargeholder"** means CANADIAN WESTERN BANK;
- (b) **"Existing Charges"** means the Mortgage registered under number CA3511885 and the Assignment of Rents registered under number CA3511886;
- (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: 3780 West 4th Avenue**

On July 4, 2025, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
November 4, 2025

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3780 West 4th 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:

010-747-486

LOT 1 BLOCK 217 DISTRICT LOT 176 PLAN 21612

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

Sampson Davie Fane Volpiana LLP
Barristers and Solicitors
Suite 1100 - 355 Burrard Street
Vancouver BC V6C 2G8
604.343.1930

1667-24-1652
Liza Volpiana / Julia Angus
Housing Agreement - Secured Market Rental

2. Description of Land

PID/Plan Number	Legal Description
010-747-486	LOT 1 BLOCK 217 DISTRICT LOT 176 PLAN 21612

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Agreement

4. Terms

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

5. Transferor(s)

HIGHBURY PROJECT HOLDINGS LTD., NO.BC1515255

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

LIZA K. VOLPIANA
BARRISTER & SOLICITOR
SAMPSON DAVIE FANE VOLPIANA LLP
SUITE 1100 - 355 BURNARD STREET
VANCOUVER, B.C. V6C 2G8
(604) 343-1933

YYYY-MM-DD

2025-10-21

HIGHBURY PROJECT HOLDINGS LTD.
By their Authorized Signatory(ies):

Name: Brandon Mari

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

CITY OF VANCOUVER
By their Authorized Signatory(ies):

Name: _____

Name: _____

Officer Certification

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

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 HOUSING3780 W 4TH AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, Highbury Project Holdings Ltd., is called the "Owner", as more particularly defined in Section 1.1(r); and
 - II. the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2025-00198 (the "Development Application") to permit the development of new six-storey Mixed-Use residential building, including retail on the ground floor and sixty-three (63) Secured Market Rental dwelling units over one level of underground parking (the "Development"), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that prior to issuance of a Development Permit:
- "Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing 63 residential units, as secured market rental housing, excluding Seniors Supportive or Independent Living Housing, for a term equal to the longer of 60 years and the life of the building, subject to the following additional conditions:*
- a. A no separate-sales covenant.*
 - b. A no stratification covenant.*
 - c. That none of the units are to be rented for less than 90 consecutive days at a time.*
 - d. Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require."*; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) “Agreement” means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) “Building Permit” means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) “City” and “City of Vancouver” have the meaning ascribed to those terms in Recital A(ii);
- (d) “City Manager” means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) “City Personnel” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) “Development” has the meaning ascribed to it in Recital C;
- (g) “Development Application” has the meaning ascribed to it in Recital C;
- (h) “Development Permit” means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (i) “Director of Legal Services” means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (j) “Dwelling Unit” has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (k) “Effective Date” means the date as of which this Agreement has been executed by all parties to it;
- (l) “General Manager of Planning, Urban Design and Sustainability” means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (m) “Land Title Act” means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) “Lands” means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (o) “Losses” means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) “New Building” means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by 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;
- (q) “Occupancy Permit” means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) “Owner” means the registered owner of the Lands as of the Effective Date, namely, Highbury Project Holdings Ltd., and its successors and permitted assigns;
- (s) “Related Person” means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) “Rental Housing” means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) “Rental Housing Units” has the meaning ascribed to that term in Section 2.1(c) and “Rental Housing Unit” means any one of them;
- (v) “Replacement Rental Housing Unit” has the meaning ascribed to that term in Section 2.1(c) and “Replacement Rental Housing Units” means all of such units;
- (w) “Residential Tenancy Act” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

- (x) “Term” means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (y) “Vancouver” has the meaning ascribed to that term in Recital A(ii); and
- (z) “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) the New Building will be constructed, fitted and finished, at its sole cost and expense, and the New Building will contain not less than sixty-three (63) Dwelling 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 Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the "Rental Housing Units") 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 sixty-three (63) 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 90 consecutive days 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;
- (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 ENFORCEMENT

3.1 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 4 RELEASE AND INDEMNITY

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

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

- (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - (C) withholding any permit pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

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

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

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

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

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

4.2 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.

4.3 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 5 NOTICES

5.1 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:

Highbury Project Limited Partnership
1535 West Broadway
Vancouver, British Columbia
V6J 1W6

Attention: Brandon Mari

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 6 MISCELLANEOUS

6.1 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.

6.2 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 King in Right of the Province of British Columbia respecting the Lands;

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of 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.

6.3 **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.

6.4 **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.

6.5 **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.

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

6.7 **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).

6.8 **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.

6.9 **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.

6.10 **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.

END OF DOCUMENT