

**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 25, 2024, Council gave conditional approval to the rezoning of the site at 2096 West Broadway and 2560-2576 Arbutus 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  
January 20, 2026

2096 West Broadway and  
2560-2576 Arbutus 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 (914).

**Definitions**

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this by-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this by-law; and
- (b) "Below-market Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for below-market rental housing, as secured by a housing agreement 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) Office Uses;
- (f) Retail Uses;
- (g) Service Uses;
- (h) Transportation and Storage Uses;
- (i) Utility and Communication Uses;
- (j) Wholesale Uses; and
- (k) 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 storey of a building, to a depth of 10.7 m from the front wall of the building and extending across its full width of that frontage, 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 1,880.8 m<sup>2</sup>, 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 11.3.

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

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

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, 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 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) all storage area below base surface non-dwelling uses.



6.5 The Director of Planning or Development Permit Board may exclude from the computation of floor area:

- (a) common amenity areas, to a maximum of 10% of the total permitted floor area; and
- (b) floor area for secondary subway station entrance;

if the Director of Planning or Development Permit Board considers the intent of this by-law and all applicable Council policies and guidelines.

6.6 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 90.8 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 98.7 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

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

**Schedule A**



**EXPLANATION****A By-law to amend  
CD-1 (761) By-law No. 12883**

Following the Public Hearing on June 23, 2022, Council resolved to amend CD-1 (761) for 1002 Station and 250-310 Prior Street regarding amendments to Schedule A. The Director of Planning 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  
January 20, 2026

1002 Station and 250-310 Prior Street

**BY-LAW NO.**

**A By-law to amend  
CD-1 (761) By-law No. 12883**

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. 12883.
2. Council strikes out section 1 and substitutes the following:

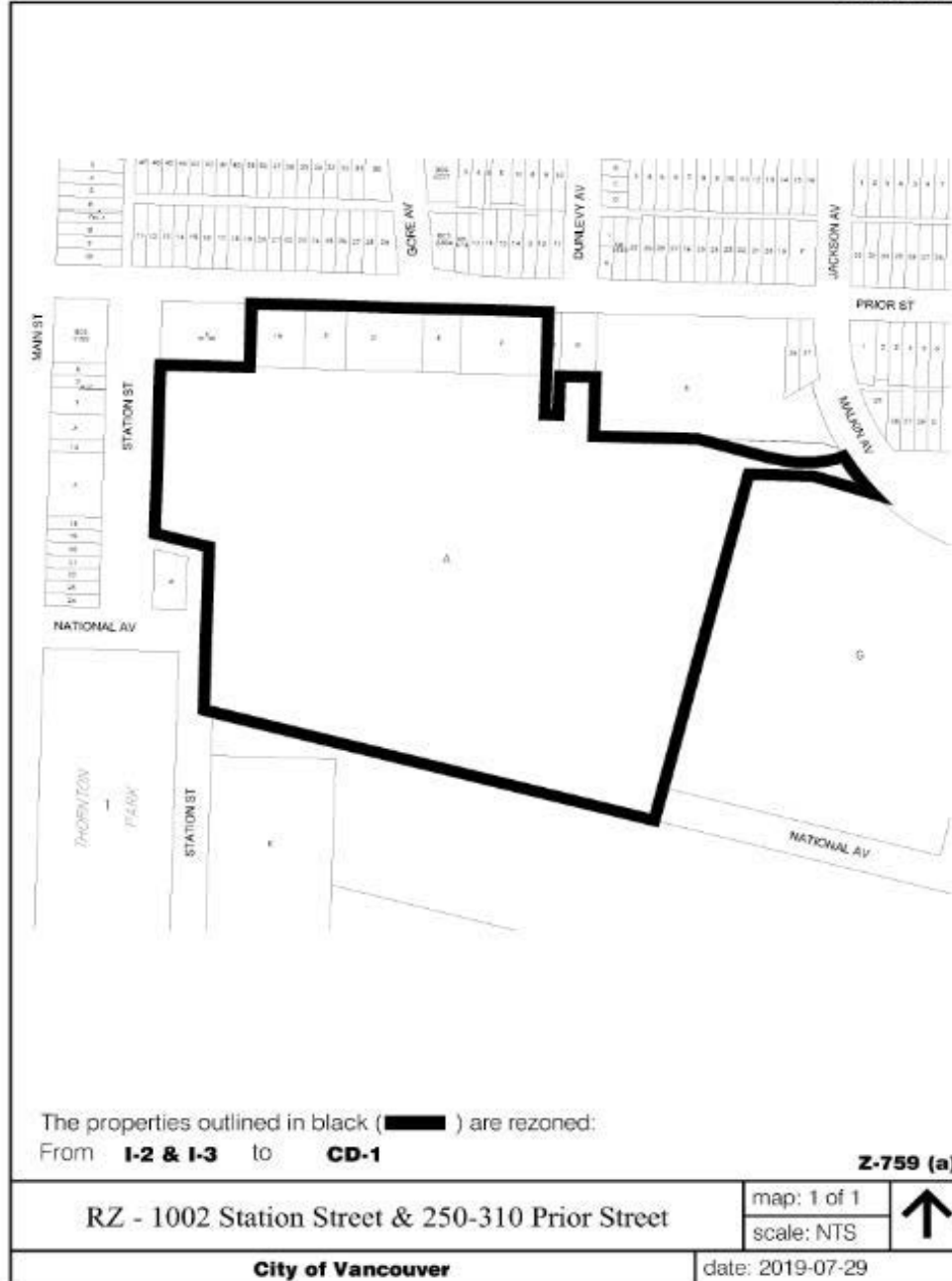
“1. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.”.
3. Council strikes out Schedule A and substitutes the map attached to this by-law as Schedule A.
4. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2026

\_\_\_\_\_  
Mayor

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

# Schedule A



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

Following the Public Hearing on June 23, 2022, Council gave conditional approval to the rezoning of the site at 450-496 Prior Street, 550 Malkin Avenue and 1002 Station 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  
January 20, 2026

450-496 Prior Street, 550 Malkin Avenue  
and 1002 Station 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 (915).

**Definitions**

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

“Medi-Tech Uses” means the use of premises for the research, development, and testing of medical, scientific, or technological products, information, or processes specifically for medical applications which improve or advance the delivery of human health care.

**Uses**

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (915) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreation Uses;
- (b) Dwelling Uses;
- (c) Institutional Uses;
- (d) Manufacturing Uses;
- (e) Office Uses;
- (f) Medi-tech 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 The design and layout of at least 35% of the total number of dwelling units must:

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

5.2 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.

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

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

5.4 The Director of Planning may vary the use conditions of section 4.3 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

### **Floor Area and Density**

6.1 Computation of floor area must assume that the site area is 9,629 m<sup>2</sup>, being the site area at the time of the application for rezoning evidenced by this by-law, prior to any dedications.

6.2 The floor space ratio for all uses combined must not exceed 4.68.

6.3 The floor area for residential use must not exceed 20,496 m<sup>2</sup>.

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 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
  - (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 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.6 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**

7. Building height, measured from base surface, must not exceed 64.0 m.

**Horizontal Angle of Daylight**

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

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

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

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

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

(b) the minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in section 7.2 means:

(a) any part of the same building including permitted projections; or

(b) the largest building permitted under the zoning on any adjoining site.

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

(a) a bathroom; or

(b) a kitchen whose floor area is the lesser of:

(i) 10% or less of the total floor area of the dwelling unit, or

(ii) 9.3 m<sup>2</sup>.

### **Acoustics**

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

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

### **Severability**

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

### **Force and effect**

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

ENACTED by Council this      day of      , 2026

\_\_\_\_\_  
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 September 12, 2023, Council gave conditional approval to the rezoning of the site at 351 West 16th 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  
January 20, 2026

351 West 16th 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 (916).

**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) Dwelling Uses, limited to Apartment and Townhouse; 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 597.6 m<sup>2</sup>, 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 1.45.

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, verandahs and covered circulation 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 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; 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. Building height must not exceed 11.5 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      , 2026

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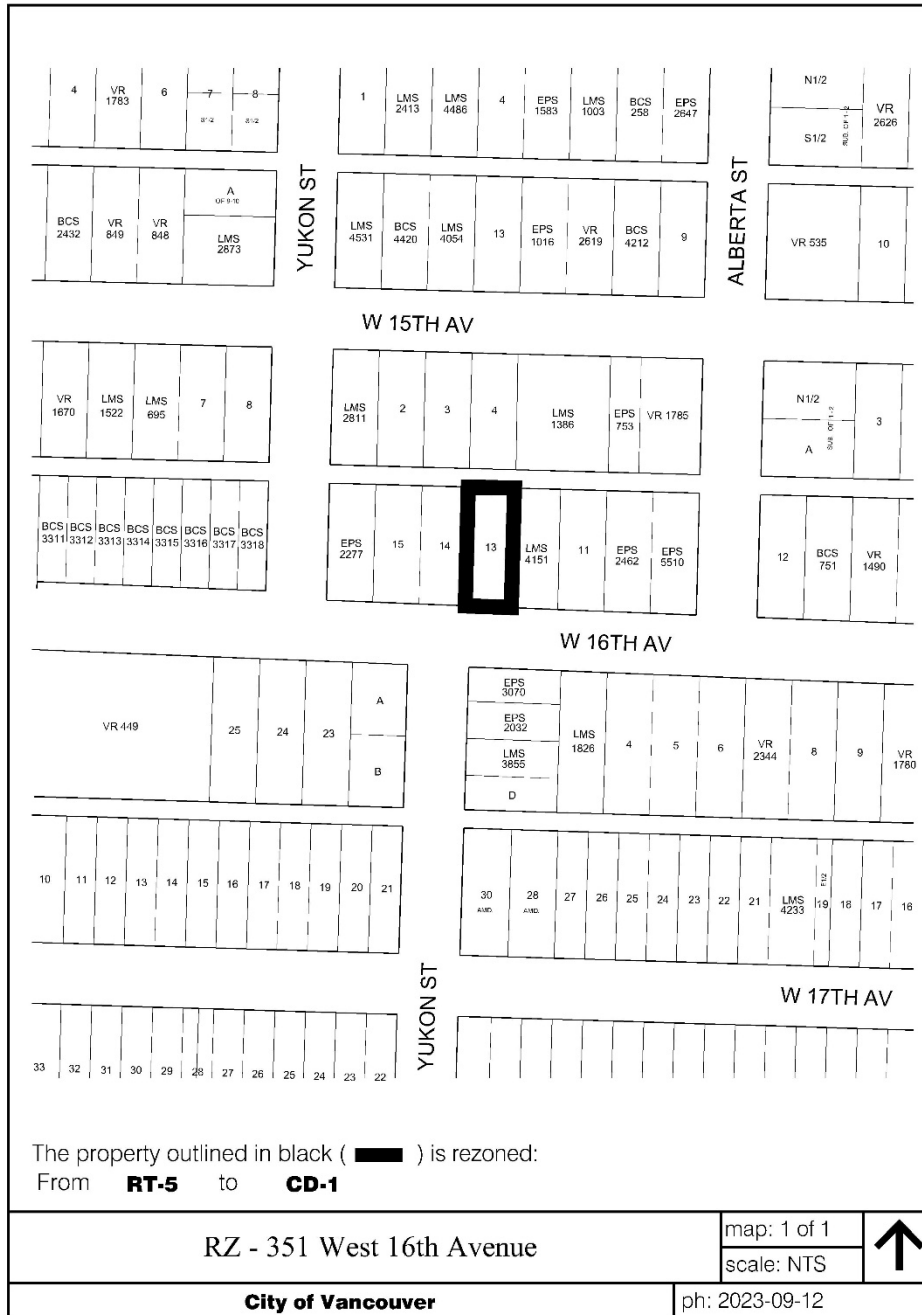
Mayor

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City Clerk



**Schedule A**



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 320 Union Street**

On July 22, 2025, the City of Vancouver's elected Council voted to demolish seven SRA-designated rooms located on the above-noted property and replace them with three self-contained secured rental units being secured for a term that is the greater of 60 years and the life of the building, at no more than Canada Mortgage Housing Corporation city-wide average rents for a period of five years, including a Section 219 Covenant prohibiting stratification, being entered into by the City and the land owner, and the Director of Legal Services in consultation with the General Manager of Arts, Culture and Community Services were instructed to prepare the necessary agreements and bring forward the by-law necessary to approve the Housing Agreement.

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  
January 20, 2026

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 320 Union Street**

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

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

031-296-718

Lot A Block 104 District Lot 196 Group 1 New Westminster  
District Plan EPP102267

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                      , 2026

\_\_\_\_\_  
Mayor

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Michael Mjanes, DLA Piper (Canada) LLP  
Barristers & Solicitors  
1133 Melville Street, Suite 2700  
Vancouver BC V6E 4E5  
604.687.9444**

File Number: 104451-00001 (cgs)

2. Description of Land

PID/Plan Number	Legal Description
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<b>031-296-718</b>	<b>LOT A BLOCK 104 DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP102267</b>
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3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant - Entire Instrument</b>

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

**SANDRA BOTNEN**

6. Transferee(s)


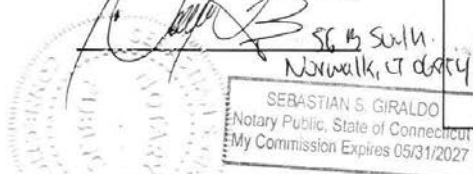

**CITY OF VANCOUVER  
453 WEST 12TH AVENUE  
VANCOUVER BC V5Y 1V4**

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 YYY-MM-DD 12/8/25	Transferor / Transferee / Party Signature(s)  Sandra Botnen
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**Officer Certification:**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYY-MM-DD

**City of Vancouver**  
By their Authorized Signatory

Print Name: \_\_\_\_\_

"as to all signatures"

Print Name: \_\_\_\_\_

**Officer Certification**

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

**Electronic Signature**

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

\_\_\_\_\_

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**RENTAL HOUSING**  
**320 Union Street**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, SANDRA BOTNEN, is called the “**Owner**”, as more particularly defined in Section 1.1(r); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “**City**” or the “**City of Vancouver**” when referring to corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to demolish seven SRA-designated rooms located upon the Lands and replace them with three self-contained secured rental units (the “**SRA Demolition Application**”), which SRA Demolition Application was approved by Council resolution dated July 22, 2025 in principle, subject to, among other things, fulfilment of the condition that prior to issuance of a SRA Demolition Permit:
- “ii) *The owner of the property entering into and registering on title a Housing Agreement that includes the following terms and conditions:*
    - (a) *All dwelling units being secured as rental for a term that is the greater of 60 years and the life of the building;*
    - (b) *All dwelling units being secured at no more than Canada Mortgage Housing Corporation (CMHC) city-wide average rents for a period of five years; and*
    - (c) *A section 219 Covenant prohibiting stratification.”*
- D. The Owner is entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, 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:

August 25, 2025  
#1885256v3

Housing Agreement and Building Use Covenant  
320 Union Street

- (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 the New Building as contemplated by the SRA Demolition 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) **"CMHC Rental Market Survey"** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Arts, Culture and Community Services;
- (g) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (i) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (j) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and her/his successors in function and their respective nominees;
- (k) **"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;
- (l) **"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 provided, however, that if the Lands are at any time subdivided (including by strata plan or air space parcel subdivision) in accordance with this Agreement, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (m) **"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;

- (n) **“New Building”** means the new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished, in either case which contains the Rental Housing Units, as contemplated by the SRA Demolition 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 SRA Demolition Permit;
- (o) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of the New Building, development or partial development on the Lands issued after the Effective Date;
- (p) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely SANDRA BOTNEN and their successors and permitted assigns;
- (q) **“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;
- (r) **“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;
- (s) **“Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“Rental Housing Unit”** means any one of them;
- (t) **“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;
- (u) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (v) **“Secured Rental Period”** means the period of the Term wherein the Rental Housing Units are rented at the Secured Rental Rates, commencing on the Effective Date



and terminating upon the fifth anniversary of the issuance of the final Occupancy Permit for the New Building;

- (w) **"Secured Rental Rates"** means the rental rates for one-bedroom and two-bedroom units, as applicable, that do not exceed the city-wide monthly average rents as set out in the CMHC Rental Market Survey;
- (x) **"SRA Demolition Application"** has the meaning ascribed to it in Recital C;
- (y) **"SRA Demolition Permit"** means the SRA demolition permit issued by the City in respect of the Lands, as contemplated by the SRA Demolition Application;
- (z) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (aa) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (bb) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

**1.2 Interpretation.** In this Agreement:

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

in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.

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

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than three Dwelling Units, in accordance with this Agreement, the SRA Demolition 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, not less than three 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 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 three 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 Secured Rental Period, 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) at a rate greater than the Secured Rental Rate applicable to the respective unit type according to the CMHC Rental Market Survey:
  - (i) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
  - (ii) for all subsequent tenancies, most recently published at the time when the respective tenancy of the Rental Housing Unit commences;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any 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;
- (g) 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;
- (h) 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(f), 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(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (j) 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
- (k) 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  
RECORD KEEPING**

3.1 The Owner will keep accurate records pertaining to the use and occupancy of the Rental Housing Units, including the rental rates charged thereon, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and review by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 4  
ENFORCEMENT**

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

**ARTICLE 5  
RELEASE AND INDEMNITY**

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

- (a) 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,

except to the extent such Losses are caused by the gross negligence or wrongful intentional acts 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,

except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or the City Personnel.

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

## **5.2 Conduct of Proceedings.**

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

with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

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

**5.3 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise, provided that the Owner will not be liable for failing to comply with any obligations set out in this Agreement, or any Losses incurred or sustained by the City or City Personnel, solely relating or arising in relation to any period after which the Owner ceases to be the owner of the Lands.

## **ARTICLE 6 SUBDIVISION OF THE LANDS**

**6.1 Subdivision of the Lands.** If the Lands are subdivided (including by strata plan or airspace subdivision plan) such that all Rental Housing Units are contained within one parcel, one strata lot or one airspace parcel, respectively (the "**Rental Housing Parcel**"), the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the Rental Housing Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:

- (a) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of the Rental Housing Parcel pursuant to this Agreement;
- (b) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (c) the City will have a reasonable amount of time to execute and return any such discharge; and
- (d) the preparation and registration of the any such discharge will be without cost to the City.

6.2 **Discharge.** Following any such subdivision and discharge in accordance with Section 6.1, this Agreement will be read and applied so that the obligations herein will apply only to the Rental Housing Parcel.

#### ARTICLE 7 NOTICES

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

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

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

Attention: General Manager of Arts, Culture and Community Services with a concurrent copy to the Director of Legal Services

- (b) If to the Owner, addressed to the address shown on title to the Lands from time to time,

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

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

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

#### ARTICLE 8 MISCELLANEOUS

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

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



- (a) contained in any grant from 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 SRA Demolition Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

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

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

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

**8.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(f) and 2.1(g), 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. Following execution and delivery of the acknowledgement and assumption agreement to the City, the Owner shall be released and shall have no further liability for matters under this Agreement arising after the assumption date, to the extent that



such matters are completely assumed by the transferee, but for greater certainty, the Owner will remain liable for any matters arising prior to the assumption date. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

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

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

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

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

END OF DOCUMENT

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 2608 Tolmie Street and 4594 W 10th Avenue**

On July 21, 2025, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
January 20, 2026

## A By-law to enact a Housing Agreement for 2608 Tolmie Street and 4594 W 10th Avenue

City Clerk



1. Application

Megan Sedmak, Paralegal  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver BC V6C 0A3  
6046313131

335186.00017/JNN

2. Description of Land

PID/Plan Number	Legal Description
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032-601-131	LOT A BLOCK 153 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP147252
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3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Entire Instrument

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

TL CASTLE PROPERTY INC., NO.BC1484219

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)

**JENNIFER NGUYEN**  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 2735

YYYY-MM-DD  
**2025-12-08**

**TL Castle Property Inc.**

By their Authorized Signatory

  
**Name:**  
**ANDREW VOYSEY**

**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

**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

2608 TOLMIE STREET and 4594 W 10TH AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
  - I. the Transferor, TL CASTLE PROPERTY INC., 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-2025-00022 (the "Development Application") to permit the development of a new six-storey mixed-use residential building with four retail units on level one and 55 secured market rental dwelling units on levels two through six, all over one level of underground parking having vehicular access from the lane (the "Development"), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that prior to issuance of a Development Permit:
 

*"Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing 55 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, provided, however, with respect to sections 2.1(f), 6.1, 6.2 and 6.7, that if the Lands are at

any time subdivided (including by strata plan or air space parcel subdivision), and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;

- (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, TL Castle Property Inc., 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) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 55 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 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 55 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. Following such a subdivision and the issuance of an occupancy permit for such one strata lot or one airspace parcel, upon request of the Owner, the City covenants and agrees to execute and deliver a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the Rental Housing Units, provided that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of such one strata lot or one airspace parcel pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

### ARTICLE 3 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 except to the extent such Losses are caused by the gross negligence or wrongful intentional acts or omissions of the City or City Personnel; and

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

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts or omissions of the City or 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, provided that, for certainty, the Owner will not be liable for failing to comply with any obligation set out in this Agreement, or any Losses incurred by the City or City Personnel, solely relating or arising in relation to any period after which the Owner ceases to be the registered owner of the Lands..

## **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:

**TL Castle Property Inc.**  
c/o 2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3

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

**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.** 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. Following execution and delivery of the acknowledgement and assumption agreement to the City, the Owner shall be released and shall have no further liability for matters under this Agreement arising after the assumption date, to the extent that such matters are completely assumed by the transferee, but for greater certainty, the Owner will remain liable for any matters arising prior to the assumption date. 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).

**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

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 3510 Main Street**

On June 13, 2025, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
January 20, 2026

## A By-law to enact a Housing Agreement for 3510 Main Street

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

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

ENACTED by Council this                      day of                      , 2026

City Clerk



1. Application

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

File No.: 2018-24-1731  
Sarah Strukoff / Cassandra Lopes  
3510 Main - Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
<b>031-288-545</b>	<b>LOT 1 BLOCK 49 DISTRICT LOT 301 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP106828</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant Entire Agreement</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant registered with one number less than this Priority Agreement priority over Mortgage CB152264 and Assignment of Rents CB152265 in favour of Desjardins Financial Security Life Assurance Company.</b>

4. Terms

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

5. Transferor(s)

**3510 MAIN NOMINEE CORP., NO.BC1296142**  
**DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY, NO.A0056166, AS TO PRIORITY**

6. Transferee(s)

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

7. Additional or Modified Terms




8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

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

YYYY-MM-DD  
2025-12-09

**3510 MAIN NOMINEE CORP.**  
By their Authorized Signatory

  
Name: NTC Paolo

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

**DESJARDINS FINANCIAL SECURITY  
LIFE ASSURANCE COMPANY**  
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.



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**3510 MAIN NOMINEE CORP.**  
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

2025-12-11

**DESJARDINS FINANCIAL SECURITY  
LIFE ASSURANCE COMPANY**  
as to priority  
By their Authorized Signatory

Name: CHAM SO

Name:

**Cassandra Buchan**  
Barrister and Solicitor  
McMillan LLP  
1900 - 1085 West Georgia Street  
PO Box 11117  
Vancouver, BC V6E 4N7  
t 604.685.9111  
f 604.685.7884

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**  
**3510 MAIN STREET**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 3510 MAIN NOMINEE CORP., 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-2025-00077 (the “**Development Application**”) to alter, add and convert the existing three-storey mixed use building - “Bryant Block” listed on the Vancouver Heritage Registry as a “HC” building to a six-storey mixed use building with one level of three retail units and five levels of residential containing a total of 72 rental tenure dwelling units, all over two levels of underground parking providing 29 parking spaces having vehicular access from the lane (the “**Development**”), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that prior to issuance of a Development Permit, the Owner must:
- “2.1 *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 72 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:*
  - i. *A no separate-sales covenant.*
  - ii. *A no stratification covenant.*
  - iii. *That none of the units are to be rented for less than 90 consecutive days at a time.*
  - iv. *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.”, and*
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.



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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"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 3510 MAIN NOMINEE CORP., 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) 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 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 such number of Rental Housing Units in the New Building as approved by the Development Permit, 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, except to the extent that such Losses are the result of any gross negligence or wilful misconduct 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 wilful misconduct by the City or City Personnel; and.

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:  
**3510 Main Nominee Corp.**  
 Suite B700 - 20020 84 Avenue  
 Langley, British Columbia  
 V2Y 5K9  
 Attention: Legal  
 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 Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

**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 Forms C or D which are a part hereof.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB152264 and the Assignment of Rents registered under number CB152265;
- (b) **"Existing Chargeholder"** means Desjardins Financial Security Life Assurance Company (Inc. no. A0056166);
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

## EXPLANATION

### **Authorization to enter into a Housing Agreement Re: 5055 Joyce Street**

After a public hearing on October 6, 2020, Council approved in principle the land owner's application to rezone the above noted property from C-2C (Commercial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was approved by Council under By-law No. 12879 and registered on title to the development lands under land title registration numbers CA8836891-CA8836893 (the "**Original Housing Agreement**").

This new Housing Agreement is intended to replace the Original Housing Agreement in accordance with the amendments to the Moderate Income Rental Housing Pilot Program Rezoning Policy, the Vancouver Development Cost Levy By-law (No. 9755) and the amendments to the Housing Agreement Condition, which were approved by the Council prior to the consideration of this By-law.

The new 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. Upon registration of this new Housing Agreement on title to the development lands, the City will seek a repeal of By-law No. 12879 to effect a discharge of the Original Housing Agreement.

Director of Legal Services  
January 20, 2026

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 5055 Joyce Street**

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

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

024-143-111	Lot I Block 17 District Lot 51 Group 1 New Westminster District Plan LMP37967
-------------	--

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                      , 2026

\_\_\_\_\_  
Mayor

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



1. Application

**Kornfeld LLP Barristers and Solicitors**  
**1100 ONE BENTALL CENTRE**  
**505 BURNARD STREET, BOX 11**  
**Vancouver BC V7X 1M5**  
**6043318300/ 505002DEV181**

Housing Agreement Replacement.

2. Description of Land

PID/Plan Number	Legal Description
<b>024-143-111</b>	<b>LOT I BLOCK 17 DISTRICT LOT 51 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP37967</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 L.T.A. Document Reference: Entire Document</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Section 219 Covenant herein priority over Mortgage CA9017651 as Modified CB1774928, and Assignment of Rents CA9017652 as Modified CB1774929.</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Section 219 Covenant herein priority over Mortgages CB457501 and CB457505, and Assignments of Rents CB457502 and CB457506.</b>

4. Terms

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

5. Transferor(s)

**5055 JOYCE PROPERTY INC., NO.1143257**  
**OPTRUST JOYCE FINANCING CORP. , NO.A0117872**  
**NATIONAL BANK OF CANADA**

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)
 <b>Catherine Yue</b> Barrister & Solicitor Associate Kornfeld LLP 1100 - 505 Burrard Street Vancouver, B.C. V7X 1M5 Telephone: 604-331-8375 <small>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.</small>	<div>YYYY-MM-DD</div> <div>2025-12-16</div>	<b>5055 JOYCE PROPERTY INC.</b> By their Authorized Signatory 

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<hr/>	<div>YYYY-MM-DD</div>	<b>CITY OF VANCOUVER</b> By their Authorized Signatory <hr/>

**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)
<hr/>	<div>YYYY-MM-DD</div>	<b>OPTRUST JOYCE FINANCING CORP.</b> By their Authorized Signatory <hr/>

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**NATIONAL BANK OF CANADA**  
By their Authorized Signatory

**Officer Certification**

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

**Electronic Signature**

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



TERMS OF INSTRUMENT - PART 2

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

5055 JOYCE STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 5055 Joyce Property Inc., is called the "**Owner**", as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from C-2C (Commercial) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 10 units, (637.4 sq. m of the residential floor area, equivalent to one-floor, that is counted in the calculation of the dwelling unit area per the CD-1 By-law) secured as Below-Market Rental Housing Units for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

- (b) **"Average Market Rents for Zone 10"** means the current average rents for Private Apartment Average Rents in the Southeast Vancouver Zone 10 as set out in the CMHC Rental Market Survey or the equivalent geographic area if an equivalent publication is used, as prescribed in Section 1.1(k);
- (c) **"Below-Market Rental Housing"** means a portion of the Rental Housing in a building that is comprised of at least 10 units, (637.4 sq. m of the residential floor area, equivalent to one-floor, that is counted in the calculation of the dwelling unit area per the CD-1 By-law) consisting of Dwelling Units with rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement;
- (d) **"Below-Market Rental Housing Rent Roll"** means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;
- (e) **"Below-Market Rental Housing Report"** means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;
- (f) **"Below-Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Below-Market Rental Housing Unit"** means any one of such units;
- (g) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (h) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (i) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (j) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (k) **"CMHC Rental Market Survey"** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;
- (l) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;

- (m) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (n) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (o) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (p) **"Eligible Person"** means a person who:
  - (i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;
  - (ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and
  - (iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:
    - (A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
    - (B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
    - (C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;
    - (D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
    - (E) be:
      - I. a Canadian citizen;
      - II. an individual lawfully admitted into Canada for permanent residency;

III. a refugee sponsored by the Government of Canada; or

IV. an individual who has applied for refugee status,

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

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

- (q) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
- (r) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
- (s) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
  - (i) income assistance;
  - (ii) employment, including regular overtime, vacation pay and gratuities;
  - (iii) self-employment, including commission sales;
  - (iv) seasonal employment;
  - (v) Employment Insurance and WorkSafe BC insurance;
  - (vi) training allowances;
  - (vii) income from the Resettlement Assistance Program;
  - (viii) child support, maintenance payments or support from family/friends/community;
  - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
  - (x) pension incomes including:
    - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
    - (B) senior's supplement;

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

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
  - (xii) student loans, equalization payments, student grants and scholarships;
  - (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
  - (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
  - (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
  - (xvi) Universal Child Care Benefits;
  - (xvii) BC Childcare Subsidy;
  - (xviii) income from foster parenting;
  - (xix) Child in Home of Relative and Extended Family Program;
  - (xx) income from approved live-in care givers; and
  - (xxi) GST and Income Tax rebates;
- (t) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (u) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (v) "**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;

- (w) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (x) **"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;
- (y) **"Occupants"** means persons for whom a Rental Housing Unit serves as their Principal Residence and an **"Occupant"** means any one of them, as the context requires;
- (z) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, **5055 Joyce Property Inc.**, and its successors and assigns;
- (aa) **"Owner's Personnel"** means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (bb) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (cc) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (dd) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (ee) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Assisted

Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

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

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

- (oo) **"Tenancy Agreement"** means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Below-Market Rental Housing Unit;
- (pp) **"Tenant"** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (qq) **"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;
- (rr) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (ss) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (tt) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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



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

## ARTICLE 2

### RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:
- (a) the Lands, the New Building and the Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the “**Rental Housing Units**”), provided that the Rental Housing Units comprising at least 10 units, (637.4 sq. m of the residential floor area, equivalent to one-floor, that is counted in the calculation of the dwelling unit area per the CD-1 By-law) of the New Building will be used only for the purpose of providing Below-Market Rental Housing (the “**Below-Market Rental Housing Units**”), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing Rental Housing (such replacement Dwelling Units hereinafter referred to as a “**Replacement Rental Housing Units**”) and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a “**Replacement Below-Market Rental Housing Units**”) respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement

Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;

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

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

(E) a clause:

- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and

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

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

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

- (ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such Tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit for a term of less than 90 consecutive days at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every one of the Rental Housing Units is sold or otherwise transferred together and as a block to the same owner, subject to Section 9.9;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
  - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the Average Market Rents for Zone 10 for such residential unit type:

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

**ARTICLE 3  
BUILDING RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and
    - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
  - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

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

remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

## **ARTICLE 5 RECORD KEEPING**

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

## **ARTICLE 6 ENFORCEMENT**

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



**ARTICLE 7  
RELEASE AND INDEMNITY**

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

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

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

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

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New 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 on the part of the City or the City Personnel.

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

#### 7.2 Conduct of Proceedings.

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or

proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

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

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

## ARTICLE 8 NOTICES

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

5055 Joyce Property Inc.  
 Floor 6, 1067 West Cordova Street  
 Vancouver, British Columbia  
 V6C 1C7

Attention: President

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

#### ARTICLE 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) at least 10 units, (637.4 sq. m of the residential floor area, equivalent to one-floor, that is counted in the calculation of the dwelling unit area per the CD-1 By-law) secured as Below-Market Rental Housing Units, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned at least 10 units, (637.4 sq. m of the residential floor area, equivalent to one-floor, that is counted in the calculation of the dwelling unit area per the CD-1 By-law), for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
  - (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.
- 9.4 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.5 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.6 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.7 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.8 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in

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

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

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

9.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

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

**SCHEDULE A**  
**BELOW-MARKET RENTAL HOUSING REPORT**

[illegible]

#### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9017651 (as modified by CB1774928) and the Assignment of Rents registered under number CA9017651 (as modified by CB1774929);
- (b) **"Existing Chargeholder"** means OPTRUST JOYCE FINANCING CORP;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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



### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (c) **"Existing Charges"** means the Mortgages registered under numbers CB457501 and CB457505 and the Assignments of Rents registered under numbers CB457502 and CB457506;
- (d) **"Existing Chargeholder"** means NATIONAL BANK OF CANADA;
- (e) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (f) 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:

- (g) consents to the Owner granting the New Charges to the City; and
- (h) 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: 414 – 420 West Pender Street**

After the public hearing on July 10, 2025, Council approved in principle the land owner's application to rezone the above noted property from DD (Downtown) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
January 20, 2026

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 414 – 420 West Pender 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: 032-722-206      Lot A Block 35 District Lot 541 Group 1 New Westminster  
District Plan EPP149632

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                      , 2026

\_\_\_\_\_  
Mayor

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Lawson Lundell LLP, Barristers and Solicitors**  
**1600 - 925 West Georgia Street**  
**Vancouver BC V6C 3L2**  
**(604) 685-3456**

Attention: Scott J. Anderson (Peggy Chau)  
File No.: 112631-174527

Housing Agreement and Building Use Covenant  
414 - 420 West Pender Street

2. Description of Land

PID/Plan Number      Legal Description

**032-722-206      LOT A BLOCK 35 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP149632**

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant</b>
		<b>Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant with one registration number less than this priority agreement priority over Mortgage CB1052223 and Assignment of Rents CB1052224</b>

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

**1447047 B.C. LTD., NO.BC1447047**

**ROBCAM HOLDINGS INC., NO.BC0654167, AS TO PRIORITY**

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

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

Execution Date  
YYYY-MM-DD  
2025-12-03

Transferor / Transferee / Party Signature(s)  
**1447047 B.C. LTD.**  
By their Authorized Signatory

  
Print Name: Hans Fast

Print Name:

(as to all signatures)

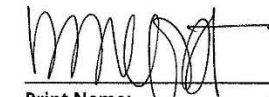
**Officer Certification**

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

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

Execution Date  
YYYY-MM-DD  
2025-12-16

Transferor / Transferee / Party Signature(s)  
**ROBCAM HOLDINGS INC.**  
By their Authorized Signatory

  
Print Name: DWANE SIEGRIST

Print Name:

No legal advice sought or given

(as to all signatures)

**Officer Certification**

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



Land Title Act

**Charge**

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

**CITY OF VANCOUVER**

By their Authorized Signatory

YYYY-MM-DD

Print Name:

Print Name:

(as to all signatures)

**Officer Certification**

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

**Electronic Signature**

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

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
RENTAL HOUSING  
414 - 420 WEST PENDER STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 1447047 B.C. LTD., is called the "Owner", as more particularly defined in Section 1.1(q); and
  - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of a 12-storey, mixed-use building containing 84 rental units, with ground floor commercial uses and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the "Rezoning By-law"):
- "2.8 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 market rental housing units, excluding Seniors Supportive or Independent Living Housing, pursuant to the City's Downtown Eastside Plan, 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 90 consecutive days 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.*
- Note to Applicant: This condition will be secured by a Housing Agreement pursuant to Section 565.2 of the Vancouver Charter and a Section 219 Covenant."*; 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:

{02385677v1}  
October 31, 2025

112631.174527.SJA1.29481892.2

Housing Agreement and Building Use Covenant  
414 - 420 West Pender Street

# **ARTICLE 1** **DEFINITIONS AND INTERPRETATION**

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development"** means the development on the Lands described in Recital C and approved by a Development Permit;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) **"Dwelling Unit"** 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 1447047 B.C. 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"** means the rezoning of the Lands as described in Recital C;
- (y) **"Rezoning By-law"** has the meaning ascribed to it in Recital C;
- (z) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (aa) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (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) 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;
- (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 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:

**1447047 B.C. Ltd.**  
Suite 300 - 397 West 7<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1M2

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.** 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).

**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.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Chargeholder"** means ROBCAM HOLDINGS INC.;
- (b) **"Existing Charges"** means the Mortgage registered under number CB1052223 and the Assignment of Rents registered under number CB1052224;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

{02385677v1}

October 31, 2025

112631.174527.SJA1.29481892.2

Housing Agreement and Building Use Covenant  
414 - 420 West Pender Street

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 2032 West 41<sup>st</sup> Avenue**

On September 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 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  
January 20, 2026

## A By-law to enact a Housing Agreement for 2032 West 41<sup>st</sup> Avenue

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

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

ENACTED by Council this                      day of                      , 2026

City Clerk



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

Megan Sedmak, Paralegal  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver BC V6C 0A3  
6046313131

335186.00008/JNN

2. Description of Land

PID/Plan Number      Legal Description

**032-645-988      LOT A BLOCK 15 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP147772**

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219, Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>See Page 16</b>

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

**TL AMHERST PROPERTY INC., NO.BC1465839**

**ROYAL 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)

  
**JENNIFER NGUYEN**  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 2735

YYYY-MM-DD  
2026-01-08

**TL Amherst Property Inc.**  
By their Authorized Signatory

  
Name: Andrew Voysey

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

**Royal Bank of Canada**  
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

**TL Amherst Property Inc.**  
By their Authorized Signatory

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:


**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

  
Kristy Zhang

YYYY-MM-DD  
2026-01-07.

**Royal Bank of Canada**  
By their Authorized Signatory

  
Name: Joshua Sunwoo

\_\_\_\_\_  
Name:

A Commissioner for Taking Affidavits  
for British Columbia  
885 West Georgia Street, Vancouver, BC V6C 3G1  
Commission Expires: November 30, 2025

Oct 31, 2028.

**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  
2032 WEST 41ST AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, TL AMHERST PROPERTY INC., 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-2025-00423 (the “**Development Application**”) to permit the development of a six-storey mixed-use residential building with retail at grade and containing 117 secured market rental units, over two levels of underground parking with vehicular access off the lane; and a new one-storey public utility building at the west of the site (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:

*“2.2 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 117 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:*

- i. A no separate-sales covenant.*
- ii. A no stratification covenant.*
- iii. That none of the units are to be rented for less than 90 consecutive days at a time.*
- iv. Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.*

***Note to Applicant:** This condition will be secured by a Housing Agreement to be entered into by the City By-law enacted pursuant to Section 565.2 of the Vancouver Charter.”, and*

D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development"** 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, provided, however, with respect to sections 2.1(f), 6.1, 6.2 and 6.7, that if the Lands are at any time subdivided (including by strata plan or air space parcel subdivision), and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (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 TL AMHERST PROPERTY INC., 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) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 117 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 117 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. Following such a subdivision and upon the issuance of an Occupancy Permit for such one strata lot or one airspace parcel, upon request of the Owner, the City covenants and agrees to execute and deliver a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the Rental Housing Units, provided that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of such one strata lot or one airspace parcel pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to

a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and

- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

### ARTICLE 3 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, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts or omissions of the City or City Personnel; and

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

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts or omissions of the City or 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, provided that, for certainty, the Owner will not be liable for failing to comply with any obligation set out in this Agreement, or any Losses incurred by the City or City Personnel, solely relating or arising in relation to any period after which the Owner ceases to be the registered owner of the Lands.

## 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:

TL Amherst Property Inc.  
2900 - 550 Burrard Street  
Vancouver, British Columbia  
V6C 0A3

Attention: Allison MacInnis

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

**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.

January 6, 2026  
#1901871v4

Housing Agreement and Building Use Covenant  
2032 West 41<sup>st</sup> Avenue

**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.** 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. Following execution and delivery of the acknowledgement and assumption agreement to the City, the Owner shall be released and shall have no further liability for matters under this Agreement arising after the assumption date, to the extent that such matters are completely assumed by the transferee, but for greater certainty, the Owner will remain liable for any matters arising prior to the assumption date. 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).

**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.

# CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CB1565755 and Assignment of Rents registered under number CB1565756;
- (a) "Existing Chargeholder" means Royal Bank of Canada;
- (b) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (c) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

January 6, 2026  
#1901871v4

Housing Agreement and Building Use Covenant  
2032 West 41<sup>st</sup> Avenue

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 800 Commercial Drive  
(Social Housing)**

After a public hearings on July 25, 2024, Council approved in principle the land owner's application to rezone the above noted property from R1-1 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement securing Social Housing 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  
January 20, 2026

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 800 Commercial Drive**

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

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

032-717-873

Lot 1 Block 9 of Block D District Lot 183 Group 1 New  
Westminster District Plan EPP145066

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                      , 2026

\_\_\_\_\_  
Mayor

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



Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**Jonathan Cheng**  
**City of Vancouver, Legal Services**  
**453 West 12th Avenue**  
**Vancouver BC V5Y 1V4**  
**(604) 673-8136**

LS-23-01310-004  
800 Commercial Drive  
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
-----------------	-------------------

<b>032-717-873</b>	<b>LOT 1 BLOCK 9 OF BLOCK D DISTRICT LOT 183 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP145066</b>
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3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant Entire Instrument</b>

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

**CITY OF VANCOUVER**

6. Transferee(s)

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

7. Additional or Modified Terms





Land Title Act

## Charge

General Instrument – Part 1

### 8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

  
JOANNA TRACK  
453 WEST 12<sup>TH</sup> AVENUE  
VANCOUVER, B.C. V5Y 1V4  
SOLICITOR

YYYY-MM-DD  
2025-11-27

CITY OF VANCOUVER  
By their Authorized Signatory

  
Iain Dixon

#### Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

CITY OF VANCOUVER  
By their Authorized Signatory

\_\_\_\_\_

#### Officer Certification

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

#### Electronic Signature

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

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
(Social Housing)  
800 COMMERCIAL DRIVE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, CITY OF VANCOUVER, is called the "Owner" as more particularly defined in Section 1.1; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from R1-1 (Residential Inclusive) District to CD-1 (Comprehensive Development) District to permit construction of a 15-storey mixed-use building, containing 93 social housing units with commercial space on the ground floor, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:
- "2.1 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function), and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing all dwelling units as social housing for a term equal to the longer of 60 years and the life of the building, which will contain the following terms and conditions:
- (a) A no separate-sales covenant;
  - (b) A no stratification covenant;
  - (c) That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;
  - (d) A requirement that not less than 30% of the social housing units will be occupied only by households with incomes below the current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such social housing unit;

- (e) Requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755; and
- (f) Such other terms and conditions at the General Manager of Planning, Urban Design and Sustainability) or successor in function) and the Director of Legal Services may in their sole discretion require."

(the "Social Housing Condition"); and

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

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Approving Officer" means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;
- (c) "City" and "City of Vancouver" are defined in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (g) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (h) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;

- (i) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City 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) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (l) **"Housing Income Limit"** or **"HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (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 lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (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, 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 each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (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;
- (r) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (s) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to

the general public, at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;

- (t) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (u) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (v) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (w) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
  - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (x) **"Social Housing Remainder Parcel"** means the remainder following the Subdivision, which will contain, *inter alia*, all of the Social Housing Units;
- (y) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (z) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (aa) **"Subdivision"** means the subdivision of the Lands by the deposit of an air space subdivision plan to enable all of the Social Housing Units to be contained within the Social Housing Remainder Parcel;
- (bb) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the New Building is demolished or substantially destroyed; and

- (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (cc) “*Vancouver Charter*” means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

**ARTICLE 2**  
**RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, as approved in the Development Permit, all of which will be for use only as Social Housing (the “**Social Housing Units**”), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:
  - (i) occupied only by households with incomes below the then current applicable HIL; and
  - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
  - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
  - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;

- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be offered for rent to tenant(s) on a month-to-month or longer basis and in no case for less than one month at a time;
- (j) after the issuance of the initial Occupancy Permit and thereafter throughout the remainder of the Term, all of the Social Housing Units will be owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in reasonable repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Land will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of the New Building (except for the Social Housing Units) and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the New Building (except for the Social Housing Units, until such time as:
      - A. the Owner is able to apply for an Occupancy Permit for the Social Housing Units; and



- B. the Owner has subdivided the Lands to create, *inter alia*, the Social Housing Remainder Parcel pursuant to the terms of this Agreement;
- (b) the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
  - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
  - (ii) a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit satisfy the requirements of Section 2.1(d); and
  - (iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and
- (c) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

#### ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

#### ARTICLE 5 ENFORCEMENT

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

#### ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (i) by reason of the City or City Personnel:
    - A. withholding any permit pursuant to this Agreement; or
    - B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
  - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
  - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 9.1) and integral parts of the Section 219 covenants granted in this Agreement.

## 6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

## ARTICLE 7 SUBDIVISION OF THE LANDS

7.1 Subdivision of the Lands: Notwithstanding Section 2.1(g):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to the Subdivision to enable, *inter alia*, all of the Social Housing Units to be contained within the Social Housing Remainder Parcel; and
- (b) following the Subdivision and the issuance of an occupancy permit for the Social Housing Remainder Parcel, the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the Social Housing Remainder Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:

- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Social Housing Units or in respect of the Social Housing Remainder Parcel pursuant to this Agreement;
- (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of the any such discharge will be without cost to the City.

#### ARTICLE 8 NOTICES

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

(a) If to the City:

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

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

(b) If to the Owner:

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

Attention: \_\_\_\_\_

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 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 9.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 9.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 9.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

#### END OF DOCUMENT

**EXPLANATION****Heritage Designation By-law  
Re: 414-420 West Pender Street**

At a public hearing on July 10, 2025, Council approved a recommendation to designate the retained front façade of a building at 414-420 West Pender Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
January 20, 2026

414-420 West Pender Street  
(Western Canada Building)

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

**A By-law to designate certain real property  
as protected heritage property**

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

1. Council considers that the real property described as:

The retained front façade of the existing heritage building (Western Canada Building)	414-420 West Pender Street Vancouver, B.C.	PID: 032-722-206 Lot A Block 35 District Lot 541 Group 1 New Westminster District Plan EPP149632
---	--	---

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this by-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend Building By-law No. 14343  
to enable Space Efficient Egress Options**

The attached by-law will implement Council's resolution of December 10, 2025 to amend the Building By-law regarding single exterior exit stair and passageway and space efficient scissor stairs provisions.

Director of Legal Services  
January 20, 2026

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

**A By-law to amend Building By-law No. 14343  
to enable Space Efficient Egress Options**

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 Division A of Book I, in Article 1.3.3.2., Council:
  - (a) rennumbers Sentences (2), (3), and (4), as Sentence (3), (4), and (5) respectively;  
and
  - (b) after Sentence (1), adds the following new Sentence:

**“2) Parts 3, 4, 5 and 6 of Division B apply to *buildings* designed and constructed in accordance with Subsection 3.2.10. of Division B.”.**
3. In Division A of Book I, in Article 1.3.3.3., Council:
  - (a) rennumbers Sentences (2), (3), and (4), as Sentence (3), (4), and (5) respectively;  
and
  - (b) after Sentence (1), adds the following new Sentence:

**“2) Part 9 of Division B does not apply to *buildings* designed and constructed in accordance with Subsection 3.2.10. of Division B.”.**
4. In Division B of Book I, in Article 3.2.1.2., in Sentence (1), Council strikes out the words “Subsection 3.2.2. and Sentences 3.2.5.12.(2) and (3),” and substitutes “Subsection 3.2.2., Sentences 3.2.5.12.(2) and (3), and Subsection 3.2.10.,”.
5. In Division B of Book I, in Article 3.2.4.1., at the end of the Article, Council adds the following new Sentence:

**“7) A fire alarm system shall be installed in *buildings* designed and constructed in accordance with Subsection 3.2.10. (See Note A-3.2.10.2.(1) and (2).)”.**
6. In Division B of Book I, in Article 3.2.5.7., Council strikes out Sentence (2) and substitutes the following:

**“2) Except for *buildings* constructed of encapsulated mass timber construction in conformance with Article 3.2.2.48., 3.2.2.57. or 3.2.2.93., and except for *buildings* designed and constructed in accordance with Subsection 3.2.10., *buildings* that are *sprinklered* throughout with a *sprinkler system* conforming to Article 3.2.5.12. or have a standpipe system conforming to Article 3.2.5.8. to 3.2.5.10. are deemed to comply with Sentence (1).”.**
7. In Division B of Book I, in Section 3.2., after Subsection 3.2.9., Council adds the following new Subsection:

**“3.2.10. Requirements for Residential Buildings with a Single Exterior Exit Stair  
(See Note A-3.2.10.) (See also Note A-3.)**

### **3.2.10.1. Application**

**1)** Except as provided in Sentences (2) to (4), this Subsection applies to *buildings* of only *residential occupancy* that

- a) are not more than six *storeys* in *building height*,
- b) have a height not more than 18 m measured between the floor of the *first storey* and the uppermost floor level, excluding any floor level within a rooftop *enclosure* that is not considered as a *storey* in calculating *building height* in accordance with Sentence 3.2.1.1.(1),
- c) contain not more than
  - i) six *dwelling units* on each floor from the *first storey* to the third *storey*, and
  - ii) four *dwelling units* on each floor above the third *storey*,
- d) do not exceed an *occupant load* of 24 persons per floor, and
- e) have a *travel distance* from
  - i) any part of the *floor area* to an *exit* not more than 25 m, and
  - ii) each *dwelling unit* to an *exit* of not more than 6 m.

**2)** This Subsection does not apply to *floor areas* permitted by Article 3.4.2.1. to be served by one *exit*.

**3)** This Subsection does not apply to detached houses, semi-detached houses, houses with an *ancillary residential unit*, duplexes, triplexes, townhouses or *row housing*.

**4)** Residential *buildings* with a single *exit* are not permitted for

- a) hotels, motels, dormitories or lodging houses,
- b) residential clubs, colleges or schools,
- c) monasteries,
- d) seniors' residences, or
- e) care facilities accepted for residential use pursuant to provincial legislation.

(See Note A-3.2.10.1.(4))

**5)** This Subsection, in accordance with the application of this Article and in conformance with the provisions of this Subsection and all other applicable provisions of this By-law, may be used as an alternate to the requirements for a second *exit* in Subsection 3.4.2.

### **3.2.10.2. Building Construction**

**1)** Notwithstanding the permissions in Sentences 3.2.5.12.(2) to (4), a *building* to which this Subsection applies shall be *sprinklered* throughout with an automatic *sprinkler system* designed, constructed, installed and tested in conformance with NFPA 13, "Standard for the Installation of Sprinkler Systems." (See Note A-3.2.10.2.(1) and (2).) (See Sentence 3.2.4.1.(7).)

**2)** Notwithstanding the permission in Sentence 3.2.5.12.(12), all balconies and decks shall be *sprinklered* in accordance with Sentence (1). (See Note A- 3.2.10.2.(1) and (2).)

**3)** The *exit* facility shall

- a) be comprised of an exterior *exit* passageway that
  - i) is constructed of *noncombustible construction*, *encapsulated mass timber construction*, or *heavy timber construction*,
  - ii) is separated from the adjacent *floor area* by a *fire separation* having a *fire-resistance rating* not less than that required by the floor assembly, but not less than 45 minutes,
  - iii) has not less than 50% of the exterior side open to the outdoors, and
  - iv) leads to an exterior *exit* stairway constructed of *non-combustible construction*, *encapsulated mass timber construction*, or *heavy timber construction*,
- b) be designed to minimize the impact of inclement weather on the exterior *exit*

- passageway, and on the treads and landings of the exterior *exit* stair,
- c) discharge directly to the exterior of the *building* without passing through a lobby,
- d) be designed to limit the probability of storage or the accumulation of material, and
- e) have signs posted in conspicuous locations near each landing to indicate that storage is not permitted.

(See Note A-3.2.10.1.(3).)

**4)** The discharge from the *exit* stair described in Clause (3)(c) shall be located not less than 3 m and not more than 15 m from the closest portion of the access route required for fire department use, measured horizontally from the face of the *building*. (See Note A-3.2.10.2.(4).)

**5)** Glazed openings in the *fire separation* referred to in Subclause (3)(a)(ii) are permitted to be protected by sprinklers used for *floor area* coverage provided the sprinklers are located not more than 300 mm horizontally from the openings.

**6)** A door assembly having a *fire-protection rating* not less than 20 minutes is permitted to be used in the *fire-separation* referred to in Subclause (3)(a)(ii).

**3.2.10.3. Deleted.**

**3.2.10.4. Deleted.”.**

8. In Division B of Book I, in Article 3.3.1.3., in Sentence (12) after the word “Except”, Council inserts “for *buildings* designed and constructed in accordance with Subsection 3.2.10., and except”.

9. In Division B of Book I, in Article 3.4.1.2., Council strikes out Sentence (3).

10. In Division B of Book I, in Article 3.4.2.1., in Sentence (1) after the word “Except”, Council inserts “for *buildings* designed and constructed in accordance with Subsection 3.2.10., and except”.

11. In Division B of Book I, in Article 3.4.2.3., Council:

- (a) in Sentence (1), strikes out “Sentence (2)” and substitutes “Sentences (2) and (5)”;
- (b) at the beginning of Sentence (4), strikes out “The” and substitutes “Except as provided in Sentence (5), the”; and
- (c) after Sentence (4), adds the following:

“

**5)** The minimum distance between *exits* from a *floor area* and exterior discharges from *exit* stairs serving the same *floor area* referred to in Sentences (1) and (4) need not exceed 4.5 m where the *building*

- a) is of *residential occupancy* throughout,
- b) is not more than six *storeys* in *building height*, and
- c) has a *building area* not exceeding 600 m<sup>2</sup> (see Note 3.4.2.3.(5)).

**6)** *Exits* within scissor stairs referred to in Sentence (5) shall be constructed with a barrier to continuous air leakage between the stairways which extends from the lowest stair landings to the top of the stairs.”.

12. In Division B of Book I, in Article 3.4.6.18., Council:

- (a) in Sentence (1) after “Except as permitted in Sentence (2)” inserts “and as required by Sentence (6),”;

- (b) in Sentence (2) strikes out “Door” and substitutes “Except as required by Sentence (6), doors”;
- (c) in Sentence (4) strikes out “Locked” and substitutes “Except as required by Sentence (6), locked”; and
- (d) following Sentence (5), inserts the following new Sentence:

“**6)** Where a *building* is designed with a single *exit* stair in accordance with Subsection 3.2.10., if a door is installed between the exterior *exit* stairway and the exterior *exit* passageway, the door shall not have locking devices to prevent entry onto the exterior *exit* passageway.”.

13. In Division B of Book I, in Article 3.10.1.1., in Sentence (1), Table 3.10.1.1. Council:

- (a) below the rows associated with Sentence 3.2.4.1.(4) inserts the following rows:

“

(7)	[F11-OS1.5] [F13-OS1.2,OS1.5]
	[F13-OP1.2]

”.

- (b) below the rows associated with Sentence 3.2.9.1.(1) inserts the following rows:

“

<b>3.2.10.1. Application</b>	
(1)	(e) [F10-OS3.7]
3.2.10.2. Building Construction	
(1)	[F02,F04-OS1.2,OS1.3]
	[F02,F04-OP1.2,OP1.3]
(2)	[F03-OS1.2]
	[F03-OP1.2]
	[F03-OP3.1]
(3)	[F02-OS1.2]
	[F02-OP1.2]
	(a) [F05-OS1.5] [F06-OS1.2,OS1.5] [F03-OS1.2]
	(a) [F03,F06-OP1.2]
	(b) [F10-OS3.7]
	(c) [F05,F06,F10,F12-OS1.5]
	(d) [F01,F02-OS1.1,OS1.2]
	(d) [F01,F02-OP1.1,OP1.2]
(4)	[F06-OS1.1] [F12-OS1.2,OS1.5]
	[F12-OP1.2]
(5)	[F06-OS1.1] [F12-OS1.2,OS1.5]
	[F12-OP1.2]
(6)	[F06-OS1.1] [F12-OS1.2,OS1.5]
	[F12-OP1.2]

”.

- (c) in the header row to Article 3.4.6.18., strikes out the word “Crossover”; and
- (d) below the rows associated with Sentence 3.4.6.18.(5) inserts the following row:

“

(6)	[F10 – OS3.7]
-----	---------------

”

14. In Division B of Book I, in Article 9.1.1.1., after Sentence (2) Council adds the following new Sentence:

“**3)** Part 9 does not apply to *buildings* designed and constructed in accordance with Subsection 3.2.10. (See Sentence 1.3.3.3.(2) of Division A.)”.

15. In Division B of Book I, in Article 9.10.1.3., after Sentence (2) Council adds the following new Sentence:

“**12)** Part 9 does not apply to *buildings* designed and constructed in accordance with Subsection 3.2.10. (See Sentence 1.3.3.3.(2) of Division A and Sentence 9.1.1.1.(3) of Division B.”.

16. In Division C of Book I, in Article 2.2.7.1., in Clause (1)(a) after “Part 3 of Division B” Council inserts “which include *buildings* designed and constructed in accordance with Subsection 3.2.10. of Division B”.

17. In Division B to Book I, in the Notes to Part 3, after Note A-3.2.9.1.(1) Council adds the following new notes:

“

**A-3.2.10. Fire Protection and Firefighting Assumptions for Residential Buildings with a Single Exterior Exit Stair.** The firefighting assumptions discussed in Note A-3 raise circumstances where additional firefighting capabilities and additional building protection measures may be required. The provisions in Subsection 3.2.10. for residential buildings with a single exit were developed with the expectation of a high level of capacity of the local fire department for fire prevention activities, fire suppression activities, the ability of the fire department to assist in egress of occupants in the event of an emergency, as well as a secure water supply for the function of the automatic sprinkler system and the manual fire suppression activities of a responding fire department.

#### **Fire Prevention**

Maintenance of fire safety systems is essential for all buildings but becomes increasingly important when redundancies, such as a second and separate exit, are reduced or eliminated. The provisions for residential buildings with single exit stairs were developed with the expectation that fire officials routinely enforce the Fire By-law to ensure that the inspection intervals specified within are carried out, and that follow up inspections resulting from observed non-compliances occur at expedited intervals.

Building owners and managers are required to be actively involved in carrying out the maintenance and upkeep of the building’s fire safety systems. Residential buildings with a single exit should not be located in jurisdictions where a high level of fire prevention oversight cannot be maintained.

### **Fire Suppression**

The provisions for residential buildings with single exit stairs were developed with the expectation that a permanent, paid fire department is available to respond to a fire event twenty-four hours a day, every day. Firefighting personnel are expected to have a high level of training and the fire department is expected to be suitably equipped to provide fire suppression activities appropriate to the buildings and developments in their jurisdiction within tight response times. Residential buildings with a single exit should not be located in jurisdictions where a high level of fire suppression activities cannot be maintained.

### **Egress and Safety of Occupants**

The premise of egress in the Building By-law is that occupants of residential buildings receive early notification of a fire event, and occupants are able to respond unassisted in such an event. Early notification however does not guarantee occupant self-evacuation and when redundancies, such as a second and separate exit, are reduced or eliminated, occupant response options are likewise reduced. The provisions for residential buildings with single exit stairs were developed with the expectation that the local fire department has a service level that can coordinate and assist occupants with moving to a safe place in a fire event. Building owners and managers must be actively involved in fire safety planning in conjunction with the local fire department. Residential buildings with a single exit should not be located in jurisdictions where a service level that includes search and rescue by firefighting personnel cannot be maintained.

### **Water Supply**

The Building By-law requires an adequate water supply for firefighting be readily available and of sufficient volume and pressure to enable emergency response personnel to control fire growth so as to enable the safe evacuation of occupants and the conduct of search and rescue operations, prevent the fire from spreading to adjacent buildings, and provide a limited measure of property protection. As for any water-based fire protection systems or suppression activities, the water supply serving the building needs to be dependable over the life of the building through seasonal droughts and other eventualities. The provisions for residential buildings with single exit stairs were developed with the expectation of a highly dependable water supply would be available during construction and throughout the lifecycle of the building. Redundancies such as secondary or back up water supplies should to be considered to limit the probability that the water supply may become insufficient for an extended or even temporary period.

**A-3.2.10.1.(4) Residential Buildings Not Permitted.** The residential uses described in Sentence 3.2.10.1.(4) include short term as well as long term accommodations where Subsection 3.2.10. is not permitted to apply. For example, longer-term hotels and rooming houses sometimes referred to as single room occupancy hotels or single room accommodations with or without private bathrooms or kitchens are not permitted to apply Subsection 3.2.10.

**A-3.2.10.2.(1) and (2) Automatic Sprinkler Systems.** Automatic sprinkler systems serving a building to which Subsection 3.2.10. applies must be sprinklered in accordance with NFPA 13, "Standard for the Installation of Sprinkler Systems," regardless of the permissions for other buildings to follow the NFPA 13R, "Standard for the Installation of Sprinkler Systems in low-Rise Residential Occupancies," or the NFPA 13D, "Standard for

the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes,” standards. All balconies and decks regardless of depth must be sprinklered. The requirement for sprinklers conforming to NFPA 13, “Standard for the Installation of Sprinkler Systems,” means that a fire alarm system described in Subsection 3.2.4. is also required.

**A-3.2.10.2.(3) Exit Facility.** The single exit facility serving a building to which Subsection 3.2.10. applies shall be of noncombustible construction, EMTC, or heavy timber construction. The requirement applies to the construction of the passageway and the staircase and not to fire separations to the adjacent floor areas.

The design of the exit facility must also consider misuse and proactively deter the storage or collection of materials so as not to obstruct passage and to minimize fuel load. For example, excess landing areas and alcoves in all exits (not limited to residential buildings with single exit stairs) must be carefully designed to deter any activities other than exiting and accessing floor areas as per Sentence 3.4.4.4.(6). Void spaces underneath stairs should be avoided. Landings must have signage to remind occupants that storage is not permitted in exit facilities.

To minimize accumulation of snow on an exterior exit stairway and exit passageway, a permanently installed canopy may be constructed, and solid construction instead of pickets could be used for guards.

The exterior exit passageway and exterior exit stair is intended to be at least 50% open on its exterior sides in a manner similar to the exterior exit passageway exceptions described in Article 3.4.4.3. The intent of the 50% openness is to provide a substantially open stair and passageway with cross-ventilation capable of ventilating smoke in order to maintain tenable conditions for occupants to shelter or escape until the fire department is able to respond.

**A-3.2.10.2.(4) Exit Facility Discharge.** Fire department access to buildings to which Subsection 3.2.10. applies must be provided to the principal entrance as well as to access point most directly connected to the exit facility. As such, the exit facility discharge must be located to coordinate with the fire department access route described in Subsection 3.2.5.

Designers should consider locating the exit facility discharge in close proximity to the principal entrance for the benefit of coordinating multiple access points with the fire department access route but also to avoid unintended use of the exit facility for package delivery or other material drop-off. There should be clear distinction between the principal building entrance (likely connecting to a lobby and elevator) and the exit facility discharge so that activities such as deliveries can be intuitively completed in the safe and intended manner. Locating the exit facility discharge in close proximity to the principal building entrance also reduces the potential that an access point is located in an isolated location of the building which could increase building and occupant security concerns.

It is acceptable, for example, for the exit stair facility to include a doorway that adjoins a lobby. Such a door is required to have the appropriate fire-protection rating for the fire separation of the exit stair facility. It is critical, as with all exits, that the exit stair facility and the egress routes connected to it are kept clear of hazards and obstructions. Design of the lobby, for example, must consider realities, such as the delivery of packages, so that the probability of misuse of the exit stair facility is minimized.”.



“

**EXPLANATION****A By-law to amend the Zoning and Development By-law No. 3575  
regarding temporary modular housing**

Following the Public Hearing on December 4, 2025, Council resolved to amend the Zoning and Development By-law to extend the term of development permits for temporary modular housing. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
January 20, 2026

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

**A By-law to amend the Zoning and Development By-law No. 3575  
regarding temporary modular housing**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. Council strikes section 11.3.4.3, which reads:  
  
    “11.3.4.3      A development permit for temporary modular housing must be limited in time to a maximum of 5 years, unless otherwise extended in writing for up to an additional 5 years by the Director of Planning.”, and replaces it with:  
  
    “11.3.4.3      A development permit for temporary modular housing must be limited in time to a maximum of 20 years, but any development permit issued for a period of less than 20 years can be extended by the Director of Planning so that its term does not exceed 20 years in total.”.
3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2026

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Building By-law No. 14343  
regarding water heater replacements**

The attached by-law will implement Council's resolution of June 11, 2024 to amend the Building By-law regarding water heater replacements, with section numbering changes to reflect the new version of the Building By-law that was passed in the interim, and is to take effect January 1, 2027.

Director of Legal Services  
January 20, 2026

**BY-LAW NO.**

**A By-law to amend Building By-law No. 14343  
regarding water heater replacements**

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 Article 11.3.2.4. of Book I, Division B, Council strikes out Clause (1) (d) and substitutes the following:

“d) the domestic hot water requirements of Article 10.2.2.12. or a uniform energy factor of not less than 1.0, except the system may be gas-fired with a uniform energy factor of not less than 0.78 or a thermal efficiency of not less than 90% where

  - i) the *alteration* is in a residential *building* containing more than 2 principal *dwelling units*,
  - ii) the *building* mechanical room, storage or service spaces have insufficient space to accommodate the footprint, height, or manufacturer-specified space requirements of the new equipment,
  - iii) the existing electrical panel has insufficient circuit or amperage capacity to accommodate the new equipment, or
  - iv) the existing domestic hot water system is part of a combined system that also provides space-heating;”.
3. This by-law is to come into force and take effect on January 1, 2027.

ENACTED by Council this                      day of                      , 2026

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 3500 Ash Street**

Enactment of the attached by-law will reclassify the property at 3500 Ash Street from sub-area category B1 to sub-area category A on the R1-1 maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 10, 2025.

Director of Legal Services  
January 20, 2026

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

**A By-law to amend Subdivision By-law No. 5208  
regarding reclassification of 3500 Ash Street**

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

1. This by-law amends the indicated provisions and schedules of the Subdivision By-law No. 5208.
2. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A attached to and forming part of this by-law by reclassifying Lot 1 Block 560 District Lot 472 Plan 1356, PID: 014-826-305 from sub-area category B1 to sub-area category A on the R1-1 maps forming part of Schedule A of the Subdivision By-law.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

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

**Schedule A**

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

