

## EXPLANATION

### **A By-law to amend the City Land Regulation By-law No. 8735 Regarding Consumption of Liquor on City Land (2026)**

The attached By-law will implement Council's resolution of April 14, 2026 to amend the City Land Regulation By-law regarding the designation of areas of City land where liquor may be consumed.

Director of Legal Services  
May 5, 2026

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

**A By-law to amend the City Land Regulation By-law No. 8735  
Regarding Consumption of Liquor on City Land (2026)**

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

1. This by-law amends the indicated provisions of the City Land Regulation By-law No. 8735.

2. Council strikes out sections 4C(a) through (c) and substitutes the following:

- “(a) from May 10, 2026 to May 9, 2029 in designated area 1, between the hours of 9:30 am and 4:30 pm; and
- (b) from May 10, 2026 to May 9, 2029 in designated areas 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 between the hours of:
  - (i) 11:00 am and 9:00 pm from May 10, 2026 to October 10, 2026,
  - (ii) 11:00 am and 5:00 pm from October 10, 2026 to May 9, 2027,
  - (iii) 11:00 am and 9:00 pm from May 10, 2027 to October 10, 2027,
  - (iv) 11:00 am and 5:00 pm from October 10, 2027 to May 9, 2028,
  - (v) 11:00 am and 9:00 pm from May 10, 2028 to October 10, 2028, and
  - (vi) 11:00 am and 5:00 pm from October 10, 2028 to May 9, 2029;
- (c) from May 10, 2026 to May 9, 2029 in designated area 12, between the hours of:
  - (i) 5:00 pm and 9:00 pm from May 10, 2026 to October 10, 2026,
  - (ii) 11:00 am and 5:00 pm from October 10, 2026 to May 9, 2027,
  - (iii) 5:00 pm and 9:00 pm from May 10, 2027 to October 10, 2027,
  - (iv) 11:00 am and 5:00 pm from October 10, 2027 to May 9, 2028,
  - (v) 5:00 pm and 9:00 pm from May 10, 2028 to October 10, 2028, and
  - (vi) 11:00 am and 5:00 pm from October 10, 2028 to May 9, 2029;
- (d) from May 10, 2026 to October 10, 2026, May 10, 2027 to October 10, 2027, and May 10, 2028 to October 10, 2028 in designated area 13, between the hours of 11:00 am and 9:00 pm;
- (e) from May 10, 2026 to September 10, 2026 in designated area 14, between the hours of 5:00 pm and 9:00 pm.”.

3. Council strikes out Schedule 1 and substitutes a new Schedule 1 as attached to this by-law as Appendix A.

4. This by-law is to come into force and take effect on May 10, 2026.

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

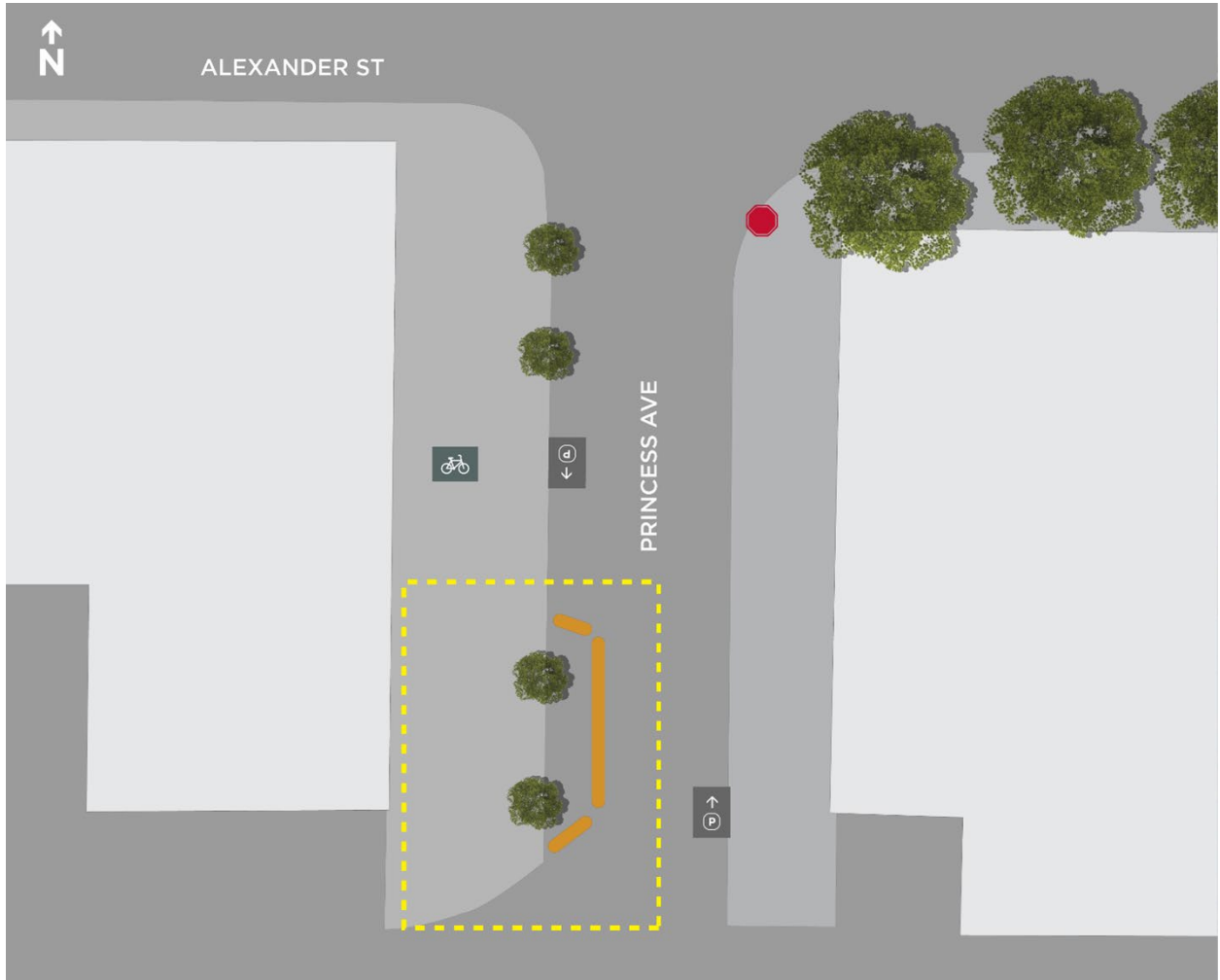
\_\_\_\_\_  
Mayor

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

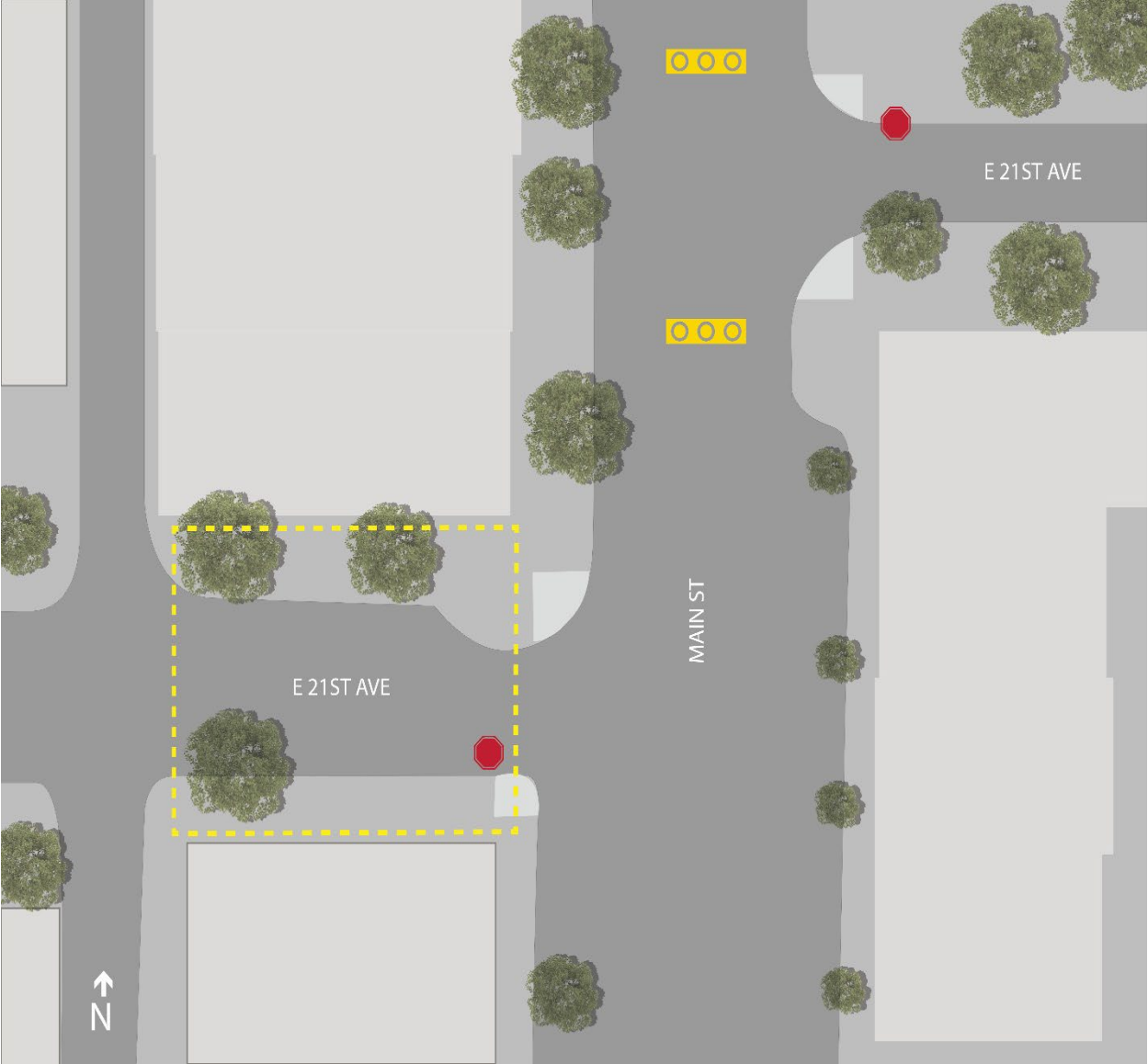
**APPENDIX A**

Schedule I  
City Land Where Liquor May be Consumed

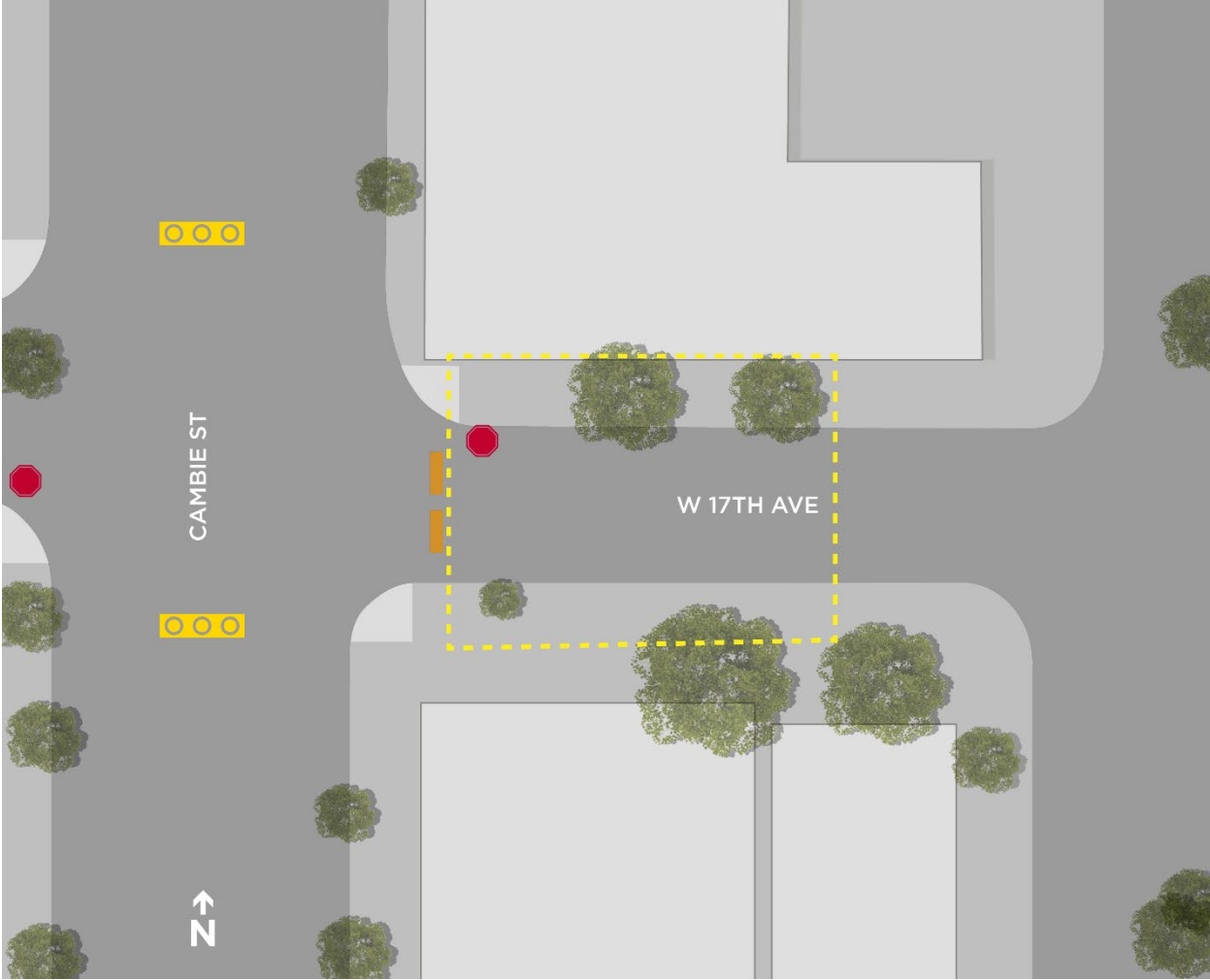
Designated area 1  
Drinker's Lounge Parklet



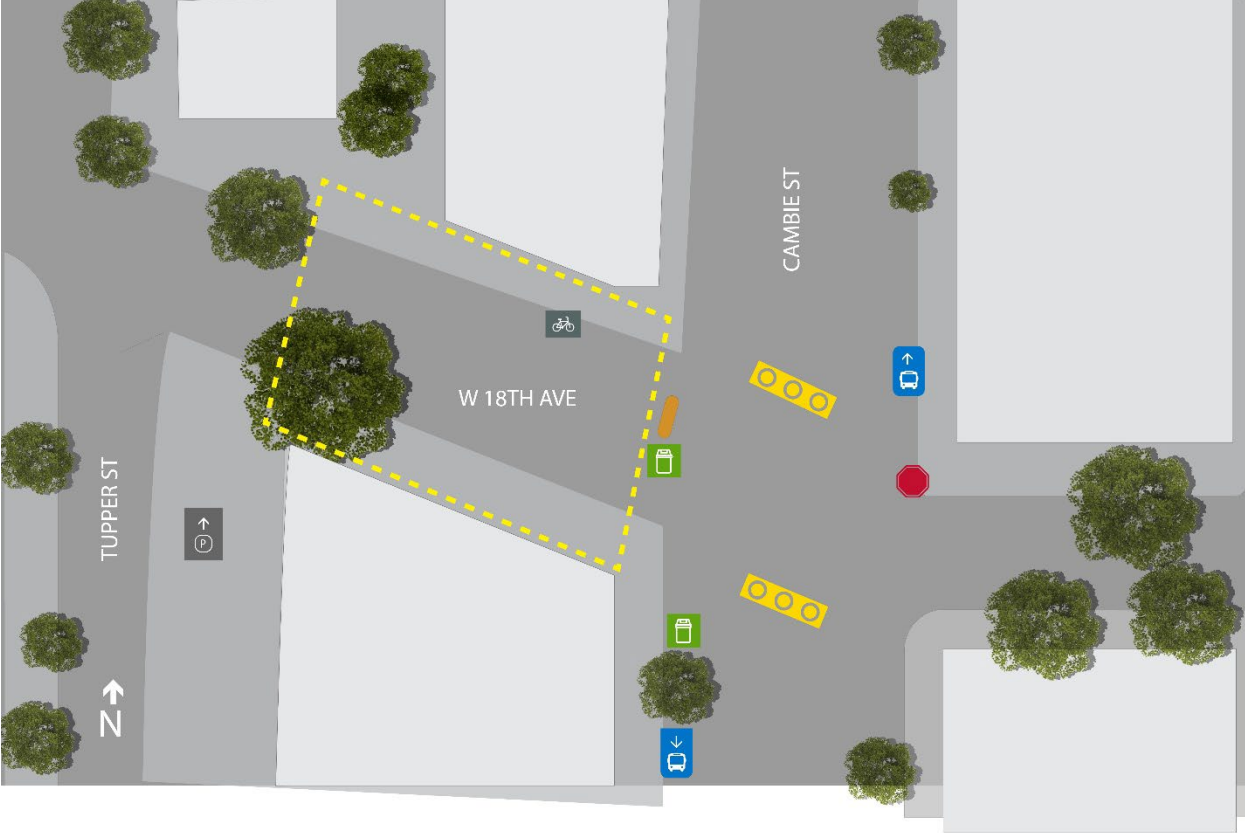
Designated area 2  
Main & 21st Neighbourhood Plaza



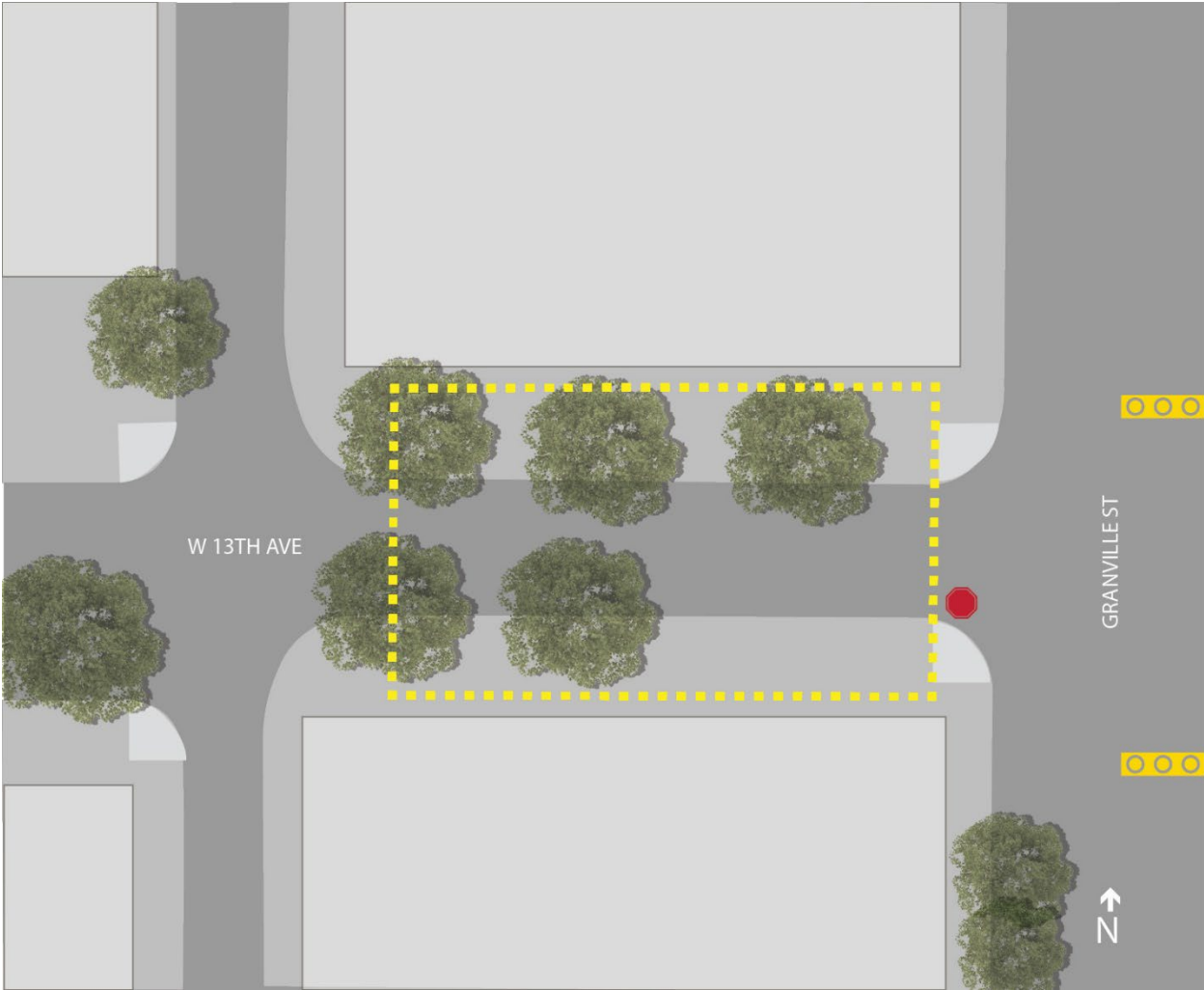
Designated area 3  
Cambie & 17th Neighbourhood Plaza



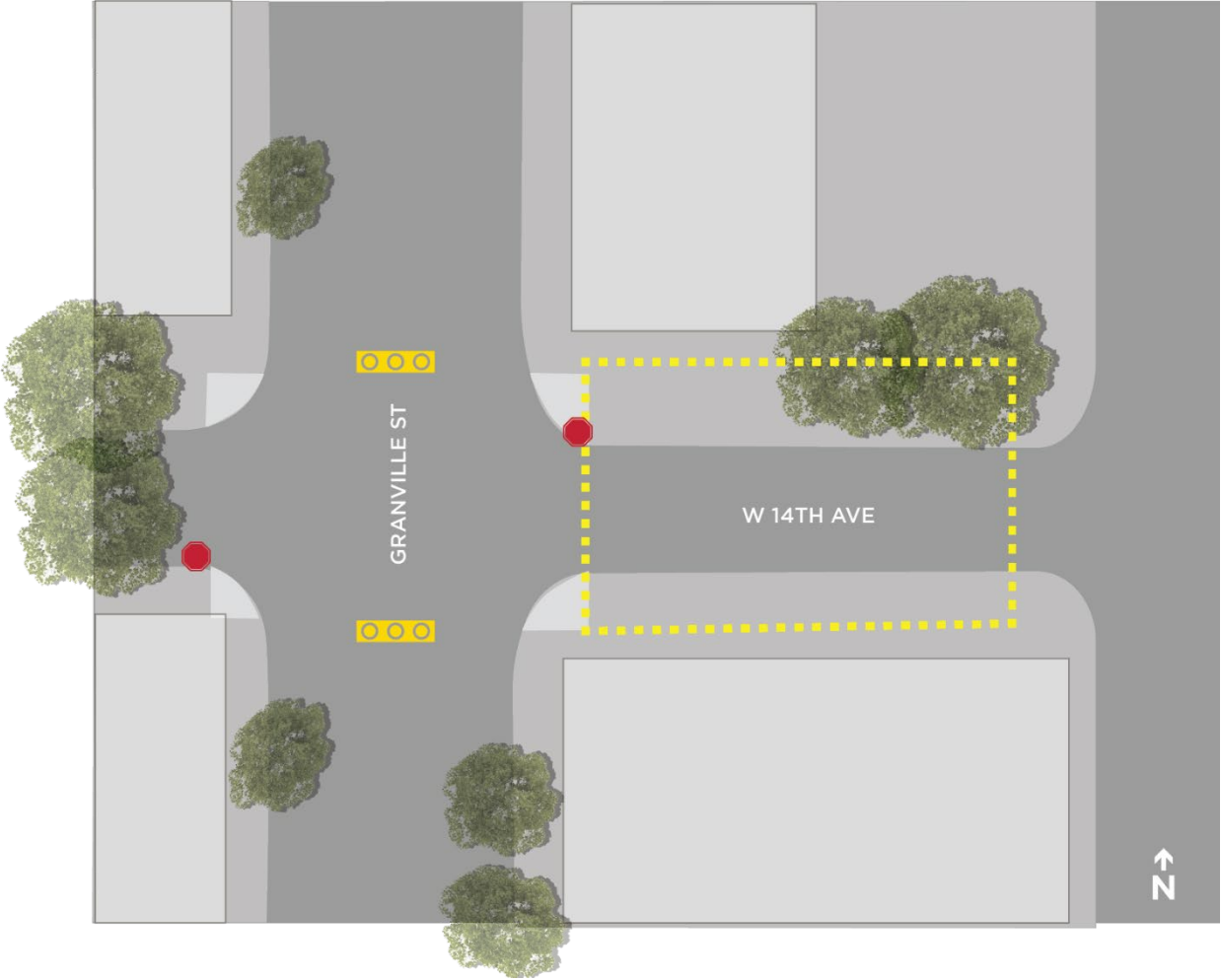
Designated area 4  
Cambie & 18th Neighbourhood Plaza



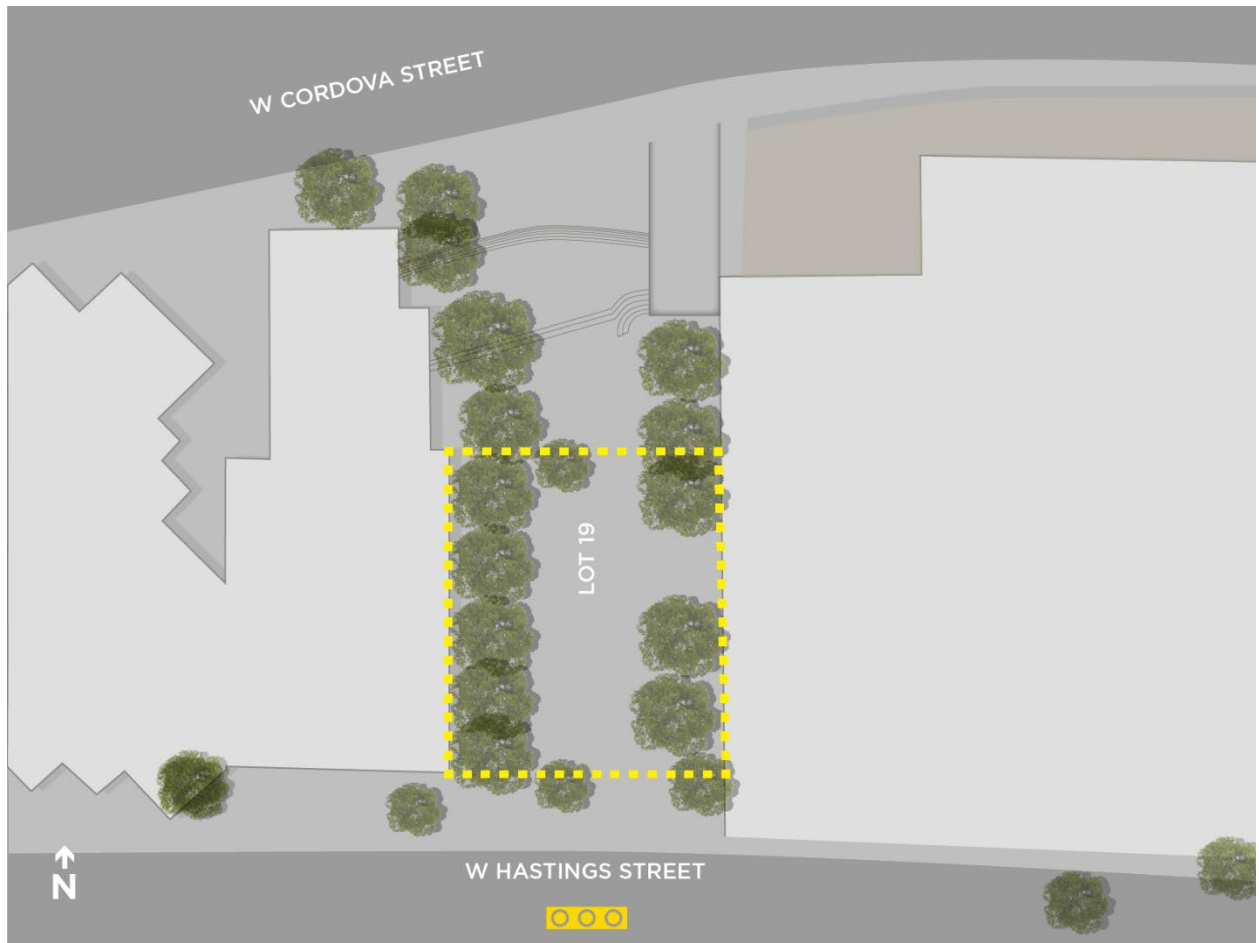
Designated area 5  
Granville & 13th Neighbourhood Plaza



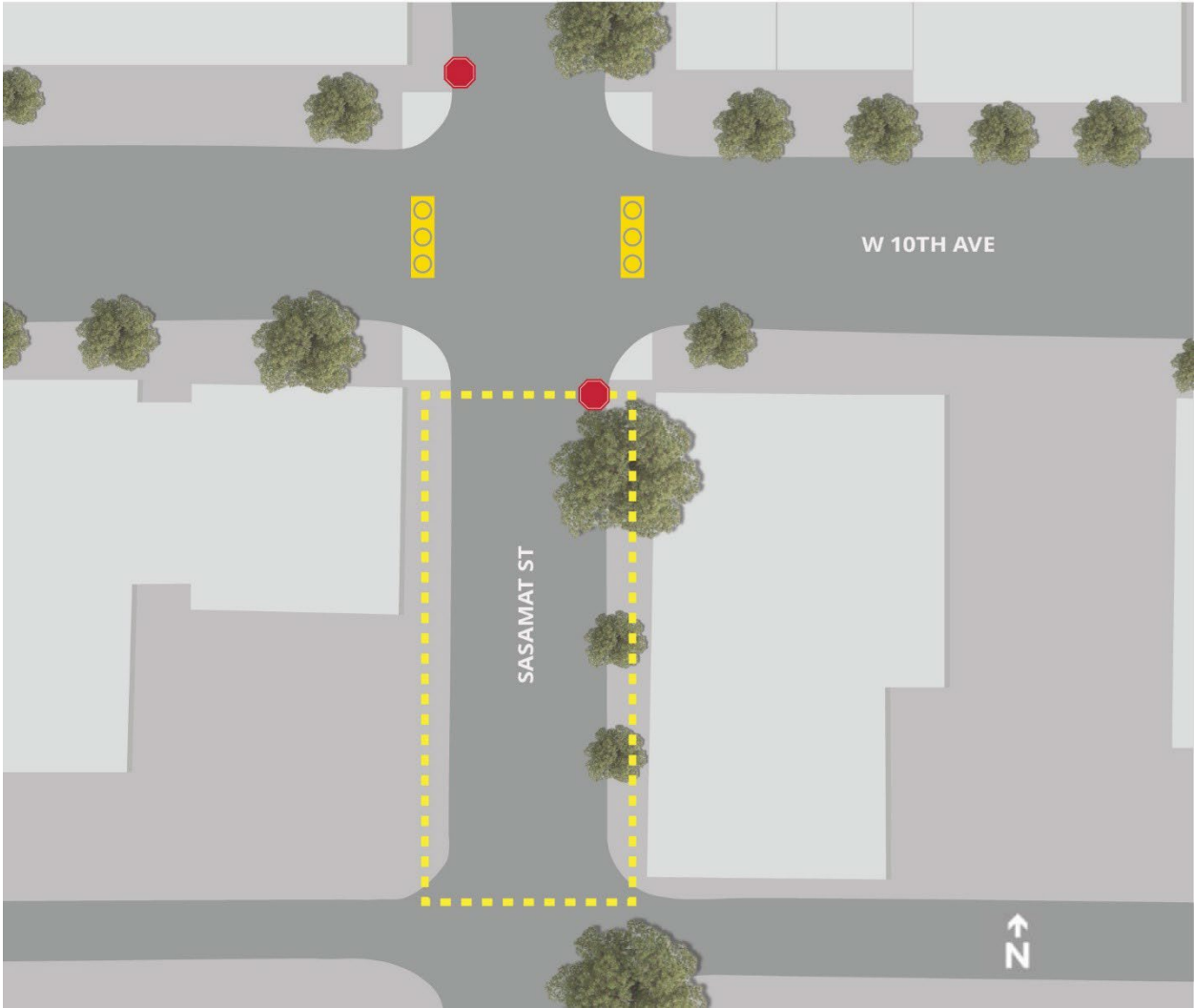
Designated area 6  
Granville & 14th Neighbourhood Plaza



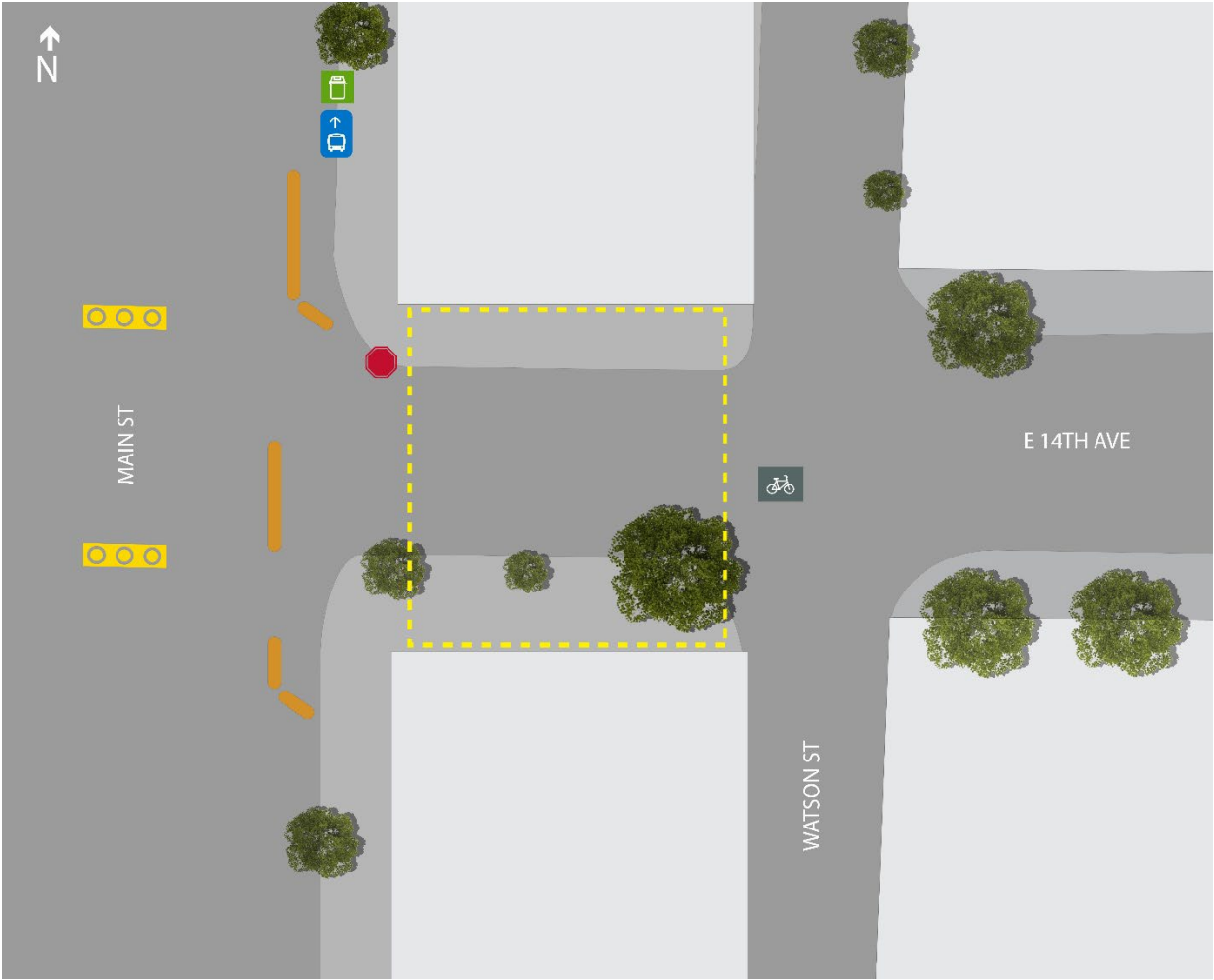
Designated area 7  
Lot 19



Designated area 8  
Sasamat & 10th Neighbourhood Plaza



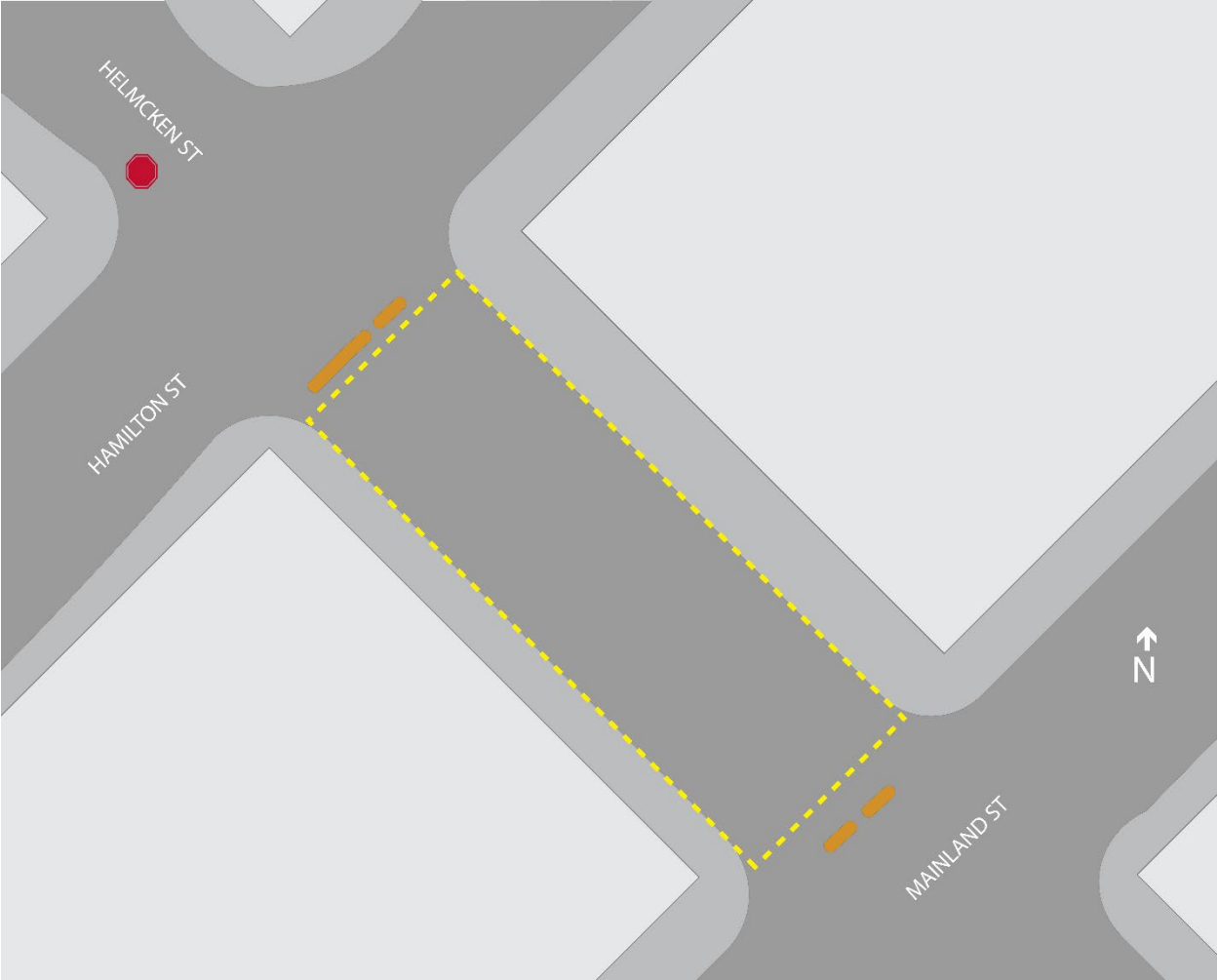
Designated area 9  
Main & 14th Neighbourhood Plaza



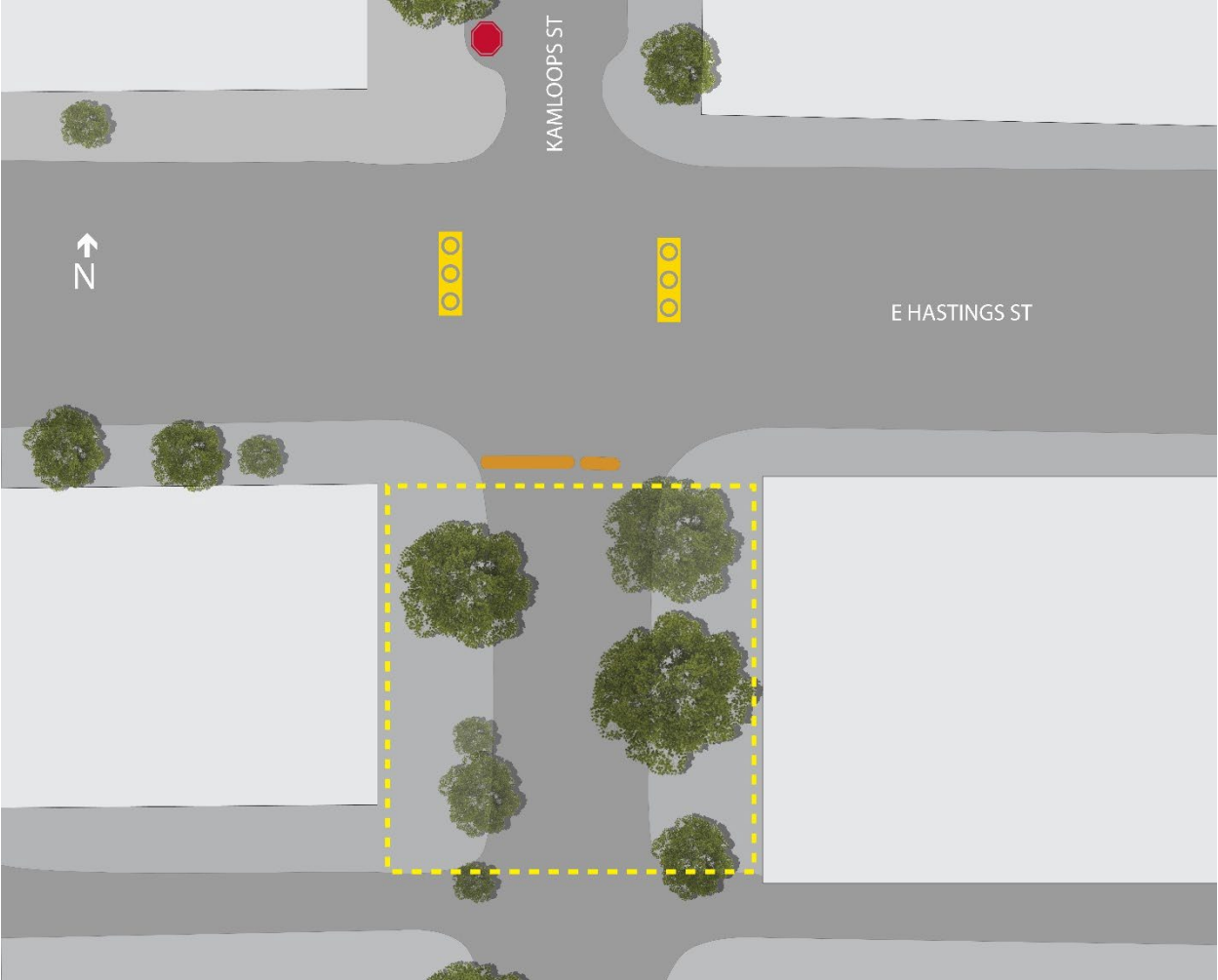
Designated area 10  
Bill Curtis Square



Designated area 11  
Helmcken Neighbourhood Plaza



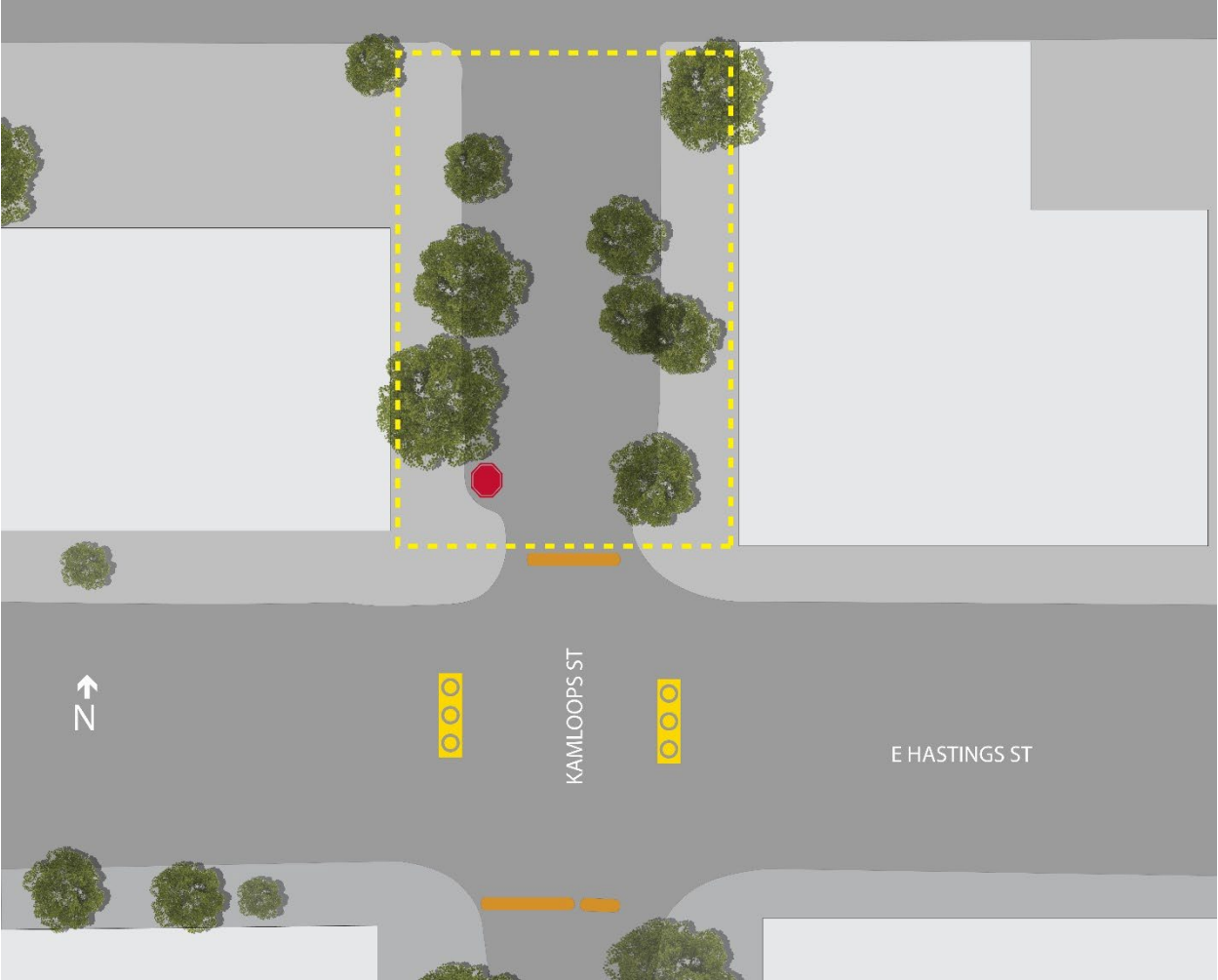
Designated area 12  
Kamloops & Hastings Neighbourhood Plaza



Designated area 13  
Maple & 4th Neighbourhood Plaza



Designated area 14  
Kamloops & Hastings Interim Neighbourhood Plaza



**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 18, 2025, Council gave conditional approval to the rezoning of the site at 2110 West 5th 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  
May 5, 2026

2110 West 5th 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 (925).

**Definitions**

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this by-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.5 of this by-law; and
- (b) "Below-Market Rental 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 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) Retail Uses;
- (e) Service Uses;
- (f) Utility and Communication Uses; and
- (g) 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 units.

5.2 The design and layout of at least 35% of the total number of below-market rental 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 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, other than the following:

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

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

### **Floor Area and Density**

6.1 Computation of floor area must assume that the site area is 1,673.4 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 6.8.

6.3 The total floor area used for commercial uses must be a minimum of 160.0 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 and dwelling unit area must exclude:

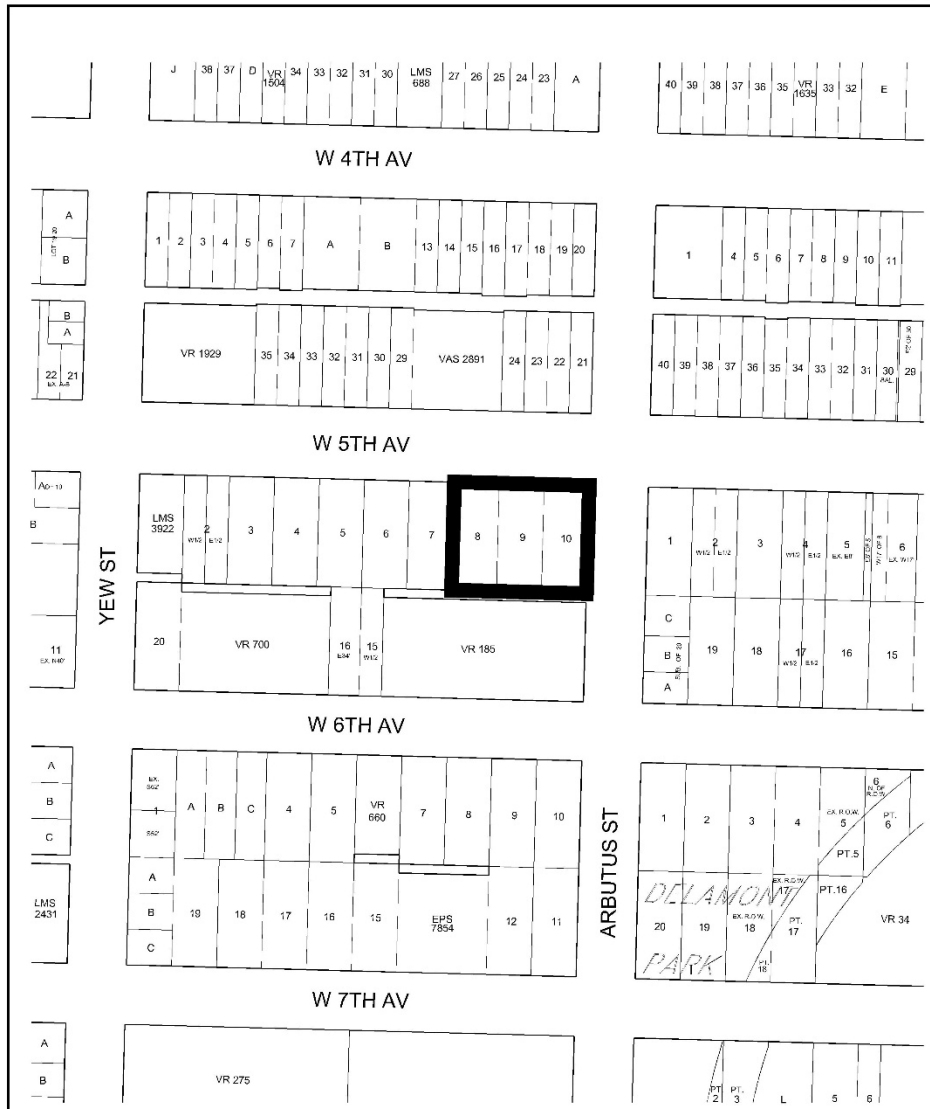
- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
  - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
  - (ii) the balconies must not be enclosed for the life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

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

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



**Schedule A**



The properties outlined in black (  ) are rezoned:  
From **RM-4** to **CD-1**

## EXPLANATION

### **A By-law to amend Zoning and Development By-law No. 3575 to rezone an area from R1-1 to RR-2B**

Following the Public Hearing on January 21, 2025, Council gave conditional approval to the rezoning of the site at 5889-5925 Dunbar 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  
May 5, 2026



**Schedule A**



The properties outlined in black ( [thick black border] ) are rezoned:  
 From **R1-1** to **RR-2B**

RZ - 5889-5925 Dunbar Street

map: 1 of 1  
 scale: NTS



**City of Vancouver**

ph date: 2025-01-21

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1111 Broughton Street**

After a Public Hearing on October 30, 2025 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands 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 pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services  
May 5, 2026





1. Application

**Farris LLP  
 2500 - 700 West Georgia Street  
 Vancouver BC V7Y 1B3  
 604 684 9151**

53665-0001-0000  
 ZSK/je

2. Description of Land

PID/Plan Number	Legal Description
<b>015-758-966</b>	<b>THE NORTH 1/2 OF LOT 20 BLOCK 48 DISTRICT LOT 185 PLAN 92</b>

3. Nature of Interest

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

4. Terms

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

5. Transferor(s)

**THE BLOOM GROUP NICHOLSON HOUSING SOCIETY, NO.50065163**

6. Transferee(s)

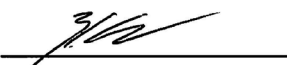

**CITY OF VANCOUVER  
 453 WEST 12TH AVENUE  
 VANCOUVER BC V5Y 1V4**

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   <hr/> <b>ZACHARY S. KAY</b> Barrister • Solicitor <b>FARRIS LLP</b> 2500 - 700 West Georgia Street P.O. Box 10026, Pacific Centre Vancouver, BC V7Y 1B3	Execution Date  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD            2026-04-08         </div>	Transferor / Transferee / Party Signature(s)  <b>THE BLOOM GROUP NICHOLSON          HOUSING SOCIETY</b> By their Authorized Signatory   <hr/> Name: <b>DAVID KRUTZ</b>
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\_\_\_\_\_  
**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  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD         </div>	Transferor / Transferee / Party Signature(s)  <b>CITY OF VANCOUVER</b> By their Authorized Signatory  _____
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\_\_\_\_\_  
**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

**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*, R5BC 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)**

**1111 Broughton Street**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, THE BLOOM GROUP NICHOLSON HOUSING SOCIETY, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner made an application to rezone the Lands from RM-5 (Residential) District to CD-1 (Comprehensive Development) District to permit a 25-storey residential building with rooftop amenity, containing 136 social housing units, 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:

**"Housing**

**2.2** *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 90 consecutive days at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*
- (d) *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;*

Housing Agreement (Social Housing)  
1111 Broughton Street

- (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) On 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.

*Note to Applicant: This condition will be secured by a Section 219 Covenant and a Housing Agreement to be entered into with the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter."*

(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) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been fully executed and delivered by all parties to it;
- (f) "Development Permit" means a development permit issued by the City at any time following the Commencement Date authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning b ;
- (g) "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;
- (h) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575;

Housing Agreement (Social Housing)  
1111 Broughton Street

- (i) **"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;
- (j) **"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);
- (k) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (l) **"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;
- (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, 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 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;
- (o) **"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;
- (p) **"Owner"** means the Transferor, THE BLOOM GROUP NICHOLSON HOUSING SOCIETY, and any successors in title to the Lands or a portion of the Lands;
- (q) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public, 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;
- (r) **"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;

- (s) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (t) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (u) **"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 situated 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;
- (v) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (w) **"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;
- (x) **"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
- (y) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 **Interpretation.** In this Agreement:

- (a) **Party.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) **Singular; Gender.** Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or

body corporate or politic, and vice versa, as the context or the parties so require.

- (c) **Captions and Headings.** The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) **References.** References to the or this “Agreement” and the words “hereof” “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) **Legislation.** Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) **Time.** Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees 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, 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 remaining 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 (or Replacement Social Housing Units, as applicable) 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 (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless:
  - (i) every Social Housing Unit (or Replacement Social Housing Unit, as applicable) 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 (or Replacement Social Housing Unit, as applicable) 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, it will not rent, licence to use or sublet, nor will it allow to be rented, licensed to use or sublet, any Social Housing Unit (or Replacement Social Housing Unit, as applicable) for a term of less than 90 consecutive days 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 good 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 Lands 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 and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
    - A. proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
    - B. 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
    - C. 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
- (b) 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 (or Replacement Social Housing Units, as applicable). 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 NOTICES

- 7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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:

The Bloom Group Nicholson Housing Society  
391 Powell Street  
Vancouver, British Columbia  
V6A 1G5

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 8 MISCELLANEOUS

- 8.1 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.
- 8.2 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 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 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

- 8.6 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*.
- 8.7 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.
- 8.8 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.
- 8.9 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

Housing Agreement (Social Housing)  
1111 Broughton Street

#4848483v1

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 648-680 East Broadway and 2505 Fraser Street**

After public hearings on March 13, 2025, Council approved in principle the land owner's application to rezone the above noted property from C2-C (Commercial) 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  
May 5, 2026

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
For 648-680 East Broadway and 2505 Fraser 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:

EPP146739

Lot 1 Block 156 District Lot 264A Group 1 New  
Westminster District Plan EPP146739

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

**Robert D.J. Brown  
McLachlan Brown Anderson  
10th Floor, 938 Howe Street  
Vancouver BC V6Z 1N9  
604-331-6000**

File No. 60.1236.002  
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP146739</b>	<b>LOT 1 BLOCK 156 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP146739</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Document</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant herein priority over Mortgage CB324445 and Assignment of Rents CB324446</b>
		<b>Page 17</b>

4. Terms

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

5. Transferor(s)

**W.F.C. PROPERTIES (BROADWAY) INC., NO.BC1378042**  
**ROYAL BANK OF CANADA, (AS TO PRIORITY)**

6. Transferee(s)

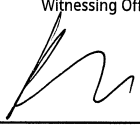
**CITY OF VANCOUVER**  
A MUNICIPAL CORPORATION  
453 WEST 12TH AVENUE  
VANCOUVER BC V5Y 1V4

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  
  
 \_\_\_\_\_  
**ROBERT D.J. BROWN**  
 Barrister & Solicitor  
 10th Floor, 938 Howe Street  
 Vancouver, BC V6Z 1N9

Execution Date  
 YYYY-MM-DD  
 2026-04-10

Transferor / Transferee / Party Signature(s)  
**W.F.C. Properties (Broadway) Inc.**  
 By their Authorized Signatory  
  
 \_\_\_\_\_  
**Name: Bruno Wall**

**Officer Certification**

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

Witnessing Officer Signature  
 \_\_\_\_\_

Execution Date  
 YYYY-MM-DD

Transferor / Transferee / Party Signature(s)  
**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.



Land Title Act

**Charge**

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**City of Vancouver**  
By their Authorized Signatory

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

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

**Officer Certification**

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

**Electronic Signature**

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

\_\_\_\_\_

**TERMS OF INSTRUMENT - PART 2**

**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**(Social Housing)**

**648-680 WEST BROADWAY AND 2505 FRASER STREET**

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, W.F.C. PROPERTIES (BROADWAY) 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 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 C-2C (Commercial) District to CD-1 (Comprehensive Development) District to allow construction of a 18-storey mixed-use building with additional height for the portion of the rooftop amenity, containing 137 strata-residential units and a minimum of 20% of the residential floor area or 2,262.1 sq. m (24,349 sq. ft.) whichever is greater, must be used for social housing, 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:

*"2.7 Make arrangements to the satisfaction of the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability, and the Director of Facilities Planning and Development, to enter into a Housing Agreement to secure the social housing air space parcel for 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:*

- (a) A no separate sales covenant;*
- (b) A no stratification covenant;*
- (c) A provision that none of such units will be rented for less than one month at a time;*
- (d) A requirement that all units comply with the definition of "social housing" in the applicable DCL By-law; and*
- (e) Such other terms and conditions as the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability and the*

*Director of Facilities Planning and Development 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 by-law enacted pursuant to Section 565.2 of the Vancouver Charter.”*

(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) “**City**” and “**City of Vancouver**” are defined in Recital A(ii);
- (c) “**City Manager**” means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) “**Commencement Date**” means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) “**Development**” means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) “**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;
- (h) “**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;

- (i) **“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;
- (j) **“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;
- (k) **“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);
- (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 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;
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **“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;
- (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;
- (q) **“Owner”** means the Transferor, W.F.C. PROPERTIES (BROADWAY) INC., and any successors in title to the Lands or a portion of the Lands;
- (r) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at 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;

- (s) **"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;
- (t) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (u) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (v) **"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;
- (w) **"Social Housing Air Space Parcel"** means the air space parcel created by the Subdivision, which will contain, *inter alia*, all of the Social Housing Units;
- (x) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (y) **"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;
- (z) **"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 Air Space Parcel;
- (aa) **"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

- (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 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, 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 rented on a month-to-month or longer basis and in no case for less than 90 consecutive days at a time;
- (j) after the issuance of the initial Occupancy Permit, 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 good 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 Air Space Parcel pursuant to the terms of this Agreement;

- C. 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. 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
    - II. 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
  - (b) 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 8.1) 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 Air Space Parcel; and
- (b) following the Subdivision and the issuance of an occupancy permit for the Social Housing Air Space Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Social Housing Air Space 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 Air Space 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:

**W.F.C. Properties (Broadway) Inc.**  
1010 Burrard Street  
Vancouver, British Columbia  
V6Z 2R9

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 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.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB324445 and the Assignment of Rents registered under number CB324446;
- (b) **"Existing Chargeholder"** means Royal Bank of Canada;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and 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: 4615 Arbutus Street**

After public hearing on January 13, 2026, Council approved in principle the land owner's application to rezone the above noted property from CD-1 (26) (Comprehensive Development) to RR-3B (Residential Rental) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
May 5, 2026





1. Application

CARLY THOMSON, APPLICANT'S AGENT  
 1900-885 WEST GEORGIA STREET  
 VANCOUVER BC V6C 3H4  
 6048913688

File no. 58785-2 / Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
009-167-111	LOT 8 BLOCK 93 DISTRICT LOT 526 PLAN 11076

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Article 2, Pages 12 to 18
PRIORITY AGREEMENT		Granting the Covenant above priority over Mortgage CB1766222 and the Assignment of Rents CB1766223
COVENANT		Section 219 Article 3, Pages 18 to 19
PRIORITY AGREEMENT		Granting the Covenant above priority over Mortgage CB1766222 and the Assignment of Rents CB1766223
COVENANT		Section 219 Article 4, Page 19
PRIORITY AGREEMENT		Granting the Covenant above priority over Mortgage CB1766222 and the Assignment of Rents CB1766223

4. Terms

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

5. Transferor(s)

WEICHANG YANG, AS TO PRIORITY AGREEMENT  
 4615 ARBUTUS DEVELOPMENT INC., NO.BC1495554  
 BANCORP FINANCIAL SERVICES INC., NO.BC0712503, AS TO PRIORITY AGREEMENT

6. Transferee(s)

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

*SO*



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)

YYYY-MM-DD  
2026-04-02

4615 ARBUTUS DEVELOPMENT INC.  
By their Authorized Signatory

**RAVINDER RAVI S. BINDRA**  
*Barrister & Solicitor*  
10TH FLR. 885 W. GEORGIA ST.  
VANCOUVER, B.C. V6C 3H4  
804 891 3630

  
Name: Dimitri Bonnis

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

**THE CITY OF VANCOUVER**  
By their Authorized Signatory

\_\_\_\_\_

\_\_\_\_\_

Officer Certification

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



Land Title Act  
 Charge  
 General Instrument - Part 1

Witnessing Officer Signature

**Kelly May Chiu**  
 A Commissioner for Taking Affidavits  
 for British Columbia  
 1420-1090 West Georgia Street  
 Vancouver, BC V6E 3V7  
 My Commission expires July 31, 2027

*"as to all signatures"*

Execution Date

YYYY-MM-DD  
 2026-04-08

Transferor / Transferee / Party Signature(s)

**BANCORP FINANCIAL SERVICES INC.**  
 By their Authorized Signatory

Name: **Danny K. Wong**

Name: **Garry Wong**

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**WEICHANG YANG**

**Officer Certification**

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**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.

\_\_\_\_\_



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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**BANCORP FINANCIAL SERVICES 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

**EDMOND LUKE**  
 Barrister & Solicitor  
 Fasken Martineau DuMoulin LLP  
 2900 - 550 Burrard Street  
 Vancouver, BC V6C 0A3

**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.

Execution Date

YYYY-MM-DD

2026-04-13

Transferor / Transferee / Party Signature(s)

WEICHANG YANG

**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.

\_\_\_\_\_



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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**BANCORP FINANCIAL SERVICES 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

\_\_\_\_\_

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## TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
 SECURED RENTAL AND BELOW-MARKET RENTAL HOUSING  
 4615 ARBUTUS STREET

## WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 4615 ARBUTUS DEVELOPMENT 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 owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from CD-1 (26) (Comprehensive Development) District to RR-3B (Residential Rental) 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 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "Housing Condition"); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1  
 DEFINITIONS AND INTERPRETATION

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

- (b) **"Below-Market Rental Housing"** means a portion of the For-Profit Affordable Rental Housing that comprises at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Secured Rental Policy;
- (c) **"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;
- (d) **"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;
- (e) **"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;
- (f) **"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;
- (g) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (h) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (i) **"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;
- (j) **"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;
- (k) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (l) **"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;

- (m) "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. For greater certainty, a Dwelling Unit does not include any self-contained commercial units provided the same are not live-work units;
- (n) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (o) "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;

- (p) **"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;
- (q) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);
- (r) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (s) **"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;
- (t) **"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

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- (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;
- (u) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (v) "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;

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- (w) "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;
- (x) "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;
- (y) "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;
- (z) "Occupants" means persons for whom a For-Profit Affordable Rental Housing Unit serves as their Principal Residence and an "Occupant" means any one of them, as the context requires;
- (aa) "Owner" means the registered owner of the Lands as of the Effective Date, namely, 4615 ARBUTUS DEVELOPMENT INC., and its successors and assigns;
- (bb) "Owner's Personnel" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (cc) "*Personal Information Protection Act*" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (dd) "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;
- (ee) "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;
- (ff) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Independent Living Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (gg) "Replacement For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement For-Profit Affordable Rental Housing Unit" means one such unit;
- (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) "Secured Rental Policy" means the program policy adopted by City Council on May 15, 2012 and last amended on July 8, 2025, and as may be further amended from time to time hereafter, which policy provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is made available to Below-Market households;
- (nn) "Seniors Supportive or Independent Living Housing" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (oo) "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;

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

#### 1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (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 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.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

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

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:
- (a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) and any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing (the "Below-Market Rental Housing Units"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy

Permit for the New Building, then the Owner will promptly take all commercially reasonable steps 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 (unless otherwise permitted by the City in its sole discretion), which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Below-Market Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;

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

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



assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and

VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;

(E) a clause:

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

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

(vi) subject to any contrary provisions in the *Residential Tenancy Act* and the *Residential Tenancy Regulations*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Below-Market Rental Housing Unit, which steps will include:

- (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
- (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
- (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
- (D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;

(f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability

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for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;

- (g) in connection with Section 2.1(e), throughout the Term, 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 reasonably 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 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 reasonably 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,

provided that the Owner may rely on such information, documentation or evidence provided by a prospective tenant or a Tenant without independently verification, provided the same are sufficient to reasonably determine that the Tenant is an Eligible Person and the requirements set out in this Section 2.1 are met;

- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;
- (i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.8;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair (excepting reasonable wear and tear) and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
  - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:
    - (A) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and
    - (B) for all subsequent tenancies, most recently published at the time when the respective tenancy of a Below-Market Rental Housing Unit commences;
  - (ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Below-Market Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Below-Market Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;
  - (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Below-Market Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Below-Market Rental Housing Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Below-Market Rental Housing Units in the New Building remain unchanged and the initial rent for the newly assigned Below-

Market Rental Housing Unit will be set in accordance with Section 2.1(o)(i)(B); and

- (iv) following the issuance of the Occupancy Permit, during a tenancy of a Below-Market Rental Housing Unit, the Owner shall not increase the rent for the Below-Market Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Below-Market Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(i). For clarity, except as otherwise set out in this Agreement, 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.
- 6.2 Notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that any enforcement action required to be undertaken by the Owner against a Tenant pursuant to this Agreement shall be subject to the *Residential Tenancy Act* and the *Residential Tenancy Regulations*.

#### 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; 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 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).

- (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. Subject to Section 10.10 of this Agreement, the release and indemnities in this ARTICLE 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 8 TERM

- 8.1 This Agreement will be effective for the Term only, unless earlier terminated by mutual agreement of the Owner and the City. Upon the expiration or earlier termination of this Agreement, the City shall, without in any way affecting the Owner's personal covenants otherwise set out in this Agreement that survive the expiration or earlier termination of this Agreement, discharge this Agreement from title to the Lands, if and when all of the

Owner's outstanding covenants and obligations in this Agreement have been fully satisfied, provided however that:

- (a) the City will have no obligation to execute such discharge until a written request therefor from the Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Owner;
- (c) the City will have reasonable time within to which to execute the aforesaid discharge and return the same to the Owner; and
- (d) the City will execute and deliver to the Owner a discharge of this Agreement in Land Title Office registrable form for filing at the applicable Land Title Office by the Owner.

#### ARTICLE 9 NOTICES

9.1 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:

**4615 Arbutus Development Inc.**  
#300 - 526 Granville Street

Vancouver, BC V6C 1W6

Attention: Dimitri Bonnis and Kirk Bonnis

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 10  
MISCELLANEOUS**

- 10.1 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 10.8, 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.
- 10.2 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;
  - (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; and
  - (d) registered on title to the Lands and listed below:
    - (i) Easement and Indemnity Agreement 393843M registered in favour of the City of Vancouver; and
    - (ii) Restrictive Covenant CB1766161 (as modified by CB1952660).
- 10.3 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 a willful 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) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
  - (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.
- 10.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 10.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.8 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the

purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 10.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

- 10.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 10.10 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein, and any indemnities in respect thereof, where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 10.11 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

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



## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CB1766222 and the Assignment of Rents registered under number CB1766223;
- (b) "Existing Chargeholder" means BANCORP FINANCIAL SERVICES INC. and WEICHANG YANG;
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT



**EXPLANATION****A By-law to authorize the amendment of a  
Housing Agreement Authorized by By-law No. 12181  
Re: 2221-2223 Main Street**

The Housing Agreement for 2221-2223 Main Street (the “**Lands**”), which was authorized by By-law 12181 on July 24, 2018, was entered into as a condition (the “**Rezoning Condition**”) of rezoning the Lands from IC-2 (Industrial) District to CD-1 (Comprehensive Development) District and was registered at the Land Title Office under Registration No. CA7111819 (the **Housing Agreement**”). The City of Vancouver, as owner of the Lands, leased the Lands to Catalyst Community Development Society (“**Catalyst**”) under a ground lease (the “**Lease**”) registered at the Land Title Office under registration No. CA7426230. The City, as owner of the Lands, and Catalyst as lessee, have requested and City Council approved an amendment to the Rezoning Condition on April 14, 2026, to harmonize the affordability requirements in the Housing Agreement and the Lease. This amendment that necessitated this by-law effects the approved amendment to the Rezoning Condition and has been agreed to by the land owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services  
May 5, 2026

2221-2223 Main Street

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

**A By-law to authorize the amendment of a  
Housing Agreement Authorized by By-law No. 12181**

PREAMBLE

WHEREAS

Council has authority under the *Vancouver Charter* to amend an existing Housing Agreement with the consent of the owner of property;

AND WHEREAS

Pursuant to By-law No. 12181 enacted July 24, 2018 the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 2221-2223 Main Street (the "**Housing Agreement**") and thereafter the Housing Agreement was registered at the Land Title Office under registration number CA7111819; and

AND WHEREAS

The City and the owner now wishes to amend the Housing Agreement and all proposed amendments are acceptable to the City and the owner.

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

1. Council authorizes amendment of the Housing Agreement in substantially the form and substance of the modification agreement attached to this By-law as Schedule A and authorizes the Director of Legal Services to execute the modification 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. 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.
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



1. Application

**Pearl Ng**  
**City of Vancouver**  
**453 West 12th Avenue**  
**Vancouver BC V5Y 1V4**  
**604-873-7183**

LS-17-03824  
2221 Main Street

2. Description of Land

PID/Plan Number	Legal Description
<b>030-594-456</b>	<b>LOT 1 BLOCK 37 DISTRICT LOT 200A GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP82953</b>

3. Nature of Interest

Type	Number	Additional Information
<b>MODIFICATION</b>	<b>CA7111819</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




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  
  
 WESLEY Y. L. CHAN  
 453 WEST 12<sup>TH</sup> AVENUE  
 VANCOUVER, B.C. V5Y 1V4  
 BARRISTER & SOLICITOR

Execution Date  
 YYYY-MM-DD  
 2026-04-15

Transferor / Transferee / Party Signature(s)  
**CITY OF VANCOUVER**  
 By their Authorized Signatory

  
 Print Name:  
**GRANT MURRAY**

Officer Certification

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

Witnessing Officer Signature  
 \_\_\_\_\_

Execution Date  
 YYYY-MM-DD

Transferor / Transferee / Party Signature(s)  
**CITY OF VANCOUVER**  
 By their Authorized Signatory

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

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

**Benjamin Allan McLennan**  
A Commissioner for taking Affidavits for the  
Province of British Columbia  
My Commission Expires on May 31, 2028

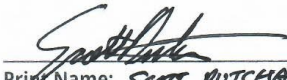
Execution Date

YYYY-MM-DD  
2026-01-21

Transferor / Transferee / Party Signature(s)

**CATALYST COMMUNITY  
DEVELOPMENTS SOCIETY**

By their Authorized Signatory

  
Print Name: **SCOTT DUTCHIE**

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  
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT  
SOCIAL HOUSING  
(the "Modification")

2221 - 2223 MAIN STREET

**Introduction**

- A. The Transferor, CITY OF VANCOUVER, is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered and beneficial owner of the Lands;
- D. The Owner made an application in respect of the Lands to rezone the Lands from IC-2 (Industrial) District to CD-1 (Comprehensive Development) District (the "**Rezoning Application**") and to satisfy the conditions of such Rezoning Application, among other things, the Owner entered into a Housing Agreement and Building Use Covenant with the City which was registered at the Land Title Office on October 5, 2018 under registration number CA7111819 (the "**Housing Agreement**"), as authorized by City Council under By-law No. 12181;
- E. The Owner leased the Lands to Catalyst Community Development Society ("Catalyst") by way of a lease (the "**Lease**") registered at the Land Title Office under registration No. CA7616042; and
- F. The City and the Owner have agreed to enter into this modification agreement (the "**Modification**") to make amendments to the Housing Agreement.

**Consideration**

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Housing Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, the Owner and the City hereby covenant and agree as follows:

1. **Definitions**

All capitalized terms used in this Modification which are defined in the Housing Agreement will have the meaning ascribed to such terms in the Housing Agreement unless defined in this Modification or the context otherwise requires.

2. **Modification of the Housing Agreement**

The Owner and the City agree that the Housing Agreement shall be amended by:

- (a) inserting the following immediately after Section 1.1(l) as Section 1.1(l.1):

“(l.1) **“HILs Replacement Reserve”** means a reserve kept and maintained by the Owner or its lessee for the purpose of subsidizing the rent of the tenants of the Social Housing Units referred to in Section 2.1(d) whose income decreases below the level of income such tenants had at the commencement of the tenancy agreement for his or her tenancy of the Social Housing Unit, in such an amount that is reasonable, as determined at the sole discretion of the Owner, given the purpose of such reserve and the expected frequency and duration of use of the reserve during the Term, such that the balance of the reserve is not to exceed 10% of the total of the maximum annual rents charged to all of the Social Housing Units referred to in Section 2.1(d). The Owner may, in their sole discretion, acting reasonably, determine which tenants of Social Housing Units receive funds from the reserve, along with the amount, duration and frequency for which such subsidy is provided to an applicable tenant. The Owner will take into consideration the reason for such decrease in income and the duration considered reasonable for such subsidy to be provided.”;

(b) deleting Section 2.1(d) in its entirety and replacing it with the following:

“(d) not less than 30% of the Social Housing Units (the **“HILs Units”**) will be:

(i) throughout the Term, occupied by households with incomes below the then current applicable HIL; and

(ii) rented at rates that are subject to the following:

(A) for the first fifty (50) years of the Term:

I the annual rental rates for each such HILs Unit will not exceed 30% of the then current HIL applicable to such units; and

II for so long as there are funds available in the HILs Replacement Reserve, every three (3) years following the first (1<sup>st</sup>) year of the Term (for which the commencement date was October 25, 2021):

(1) the aggregate annual rental rates for the HILs Units divided by the aggregate annual household incomes for the occupants of the HILs Units must be approximately thirty percent (30%), unless such requirement cannot be fulfilled due to the changes in personal circumstances of one or more of the occupants of a HILs Units and whereby the Owner has made reasonable efforts to fill any vacancies; and

(2) if the aggregate annual rental rates for the

HILs Units divided by the aggregate annual household incomes for the HILs Units exceeds 30%, the Owner will use the funds available in the HILs Replacement Reserve to subsidize the rent for one or more tenants of the HILs Units that are paying rents that exceed the amount that is 30% of such tenant(s)' income, in order to remain in compliance with Section 2.1(d)(ii)(A)II(1), provided the Owner will only be required to subsidize rents, as aforesaid, up to the funds available in the HILs Replacement Reserve;

(B) for the balance of the Term, each of the HILs Units will be rented at a rate no higher than 30% of the aggregate income of the members of the household occupying such HILs Unit; and"; and

(c) inserting the following immediately following Section 2.1(d), as Section 2.1(d.1):

"(d.1) average rents across each unit type of the Social Housing Units (or Replacement Social Housing Units, as applicable) will not exceed 80% of the maximum rents for the respective unit type determined in accordance with Section 3.1A(e) of the DCL By-law, as may be amended from time to time;"

**3. Acknowledgement**

Catalyst acknowledges and agrees with the Owner and the City that it will comply with the terms of both the Housing Agreement, as modified herein, and the Lease.

**4. Housing Agreement Ratified and Confirmed**

Except as hereby expressly modified, the Housing Agreement is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the Housing Agreement and this Modification will be read and construed as one document.

**5. Amendment**

No alteration or amendment of the Housing Agreement or this Modification will have effect unless the same is in writing and duly executed by the parties to be charged.

**6. Binding Effect**

This Modification will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**7. Time**

Time shall be of the essence of this Modification.

**8. Conflict**

In the event of any conflict between the terms and conditions of the Housing Agreement and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification on the General Instrument - Part 1 which is attached hereto and forms part hereof.

**END OF DOCUMENT**

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 2158 – 2170 West 1st Avenue**

After public hearings on June 19 and 24, 2025, Council approved in principle the land owner's application to rezone the above noted property from RM-4 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
May 5, 2026



#1.



1. Application

**Gowling WLG Canada LLP**  
Suite 2300, 550 Burrard Street  
Bentall 5  
Vancouver BC V6C 2B5  
604.683.6498

G10071376 / JM  
219 Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
015-233-782	LOT 3 BLOCK 214 DISTRICT LOT 526 PLAN 590
015-233-791	LOT 4 BLOCK 214 DISTRICT LOT 526 PLAN 590
015-233-804	LOT 5 BLOCK 214 DISTRICT LOT 526 PLAN 590
015-233-812	LOT 6 BLOCK 214 DISTRICT LOT 526 PLAN 590
015-233-847	LOT 7 BLOCK 214 DISTRICT LOT 526 PLAN 590
016-421-191	THE WEST 1/2 OF LOT 8 BLOCK 214 DISTRICT LOT 526 PLAN 590
015-233-855	THE EAST 1/2 OF LOT 8 BLOCK 214 DISTRICT LOT 526 PLAN 590
015-233-863	LOT 9 BLOCK 214 DISTRICT LOT 526 PLAN 590

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Agreement</b> <b>Section 219 Land Title Act</b>
<b>PRIORITY AGREEMENT</b>		<b>granting Covenant herein priority over</b> <b>CB1771345, CB2065001, CB1771346, CB2065002</b>

4. Terms

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

5. Transferor(s)

**MILLENNIUM KITSILANO NOMINEE LTD., NO. BC1511830**  
**637083 BRITISH COLUMBIA LTD., NO. BC0637083, (AS TO PRIORITY AND CONSENT)**

6. Transferee(s)



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

7. Additional or Modified Terms



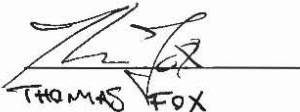

**8. Execution(s)**

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.

<p>Witnessing Officer Signature</p>  <p>(as to all signatures)</p> <p>JESSICA MA        GOWLING WLG (CANADA) LLP        BARRISTER &amp; SOLICITOR        550 BURRARD STREET - SUITE 2300        BENTALL 5 - VANCOUVER, B.C. V6C 2B5        TELEPHONE: (604) 443-7634</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">         YYYY-MM-DD           2026-04-01       </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p><b>Millennium Kitsilano Nominee Ltd.</b>        by its authorized signatory(ies):</p>  <p>Name: SHAHRAM MALEK YAZDI</p> <p>_____        Name:</p>
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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.

<p>Witnessing Officer Signature</p>  <p>THOMAS FOX        (as to all signatures)        Barrister &amp; Solicitor        McCarthy Tétrault LLP        Suite 2400        745 Thurlow Street        Vancouver BC V6E 0C5</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">         YYYY-MM-DD           2026-04-13       </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p><b>637083 British Columbia Ltd.</b>        by its authorized signatory(ies):</p>  <p>Name: Cameron Whyte</p> <p>_____        Name:</p>
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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.



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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**City of Vancouver**  
 by its authorized signatory(ies):

(as to all signatures)

\_\_\_\_\_

**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*, R.S.B.C. 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 HOUSING2158 - 2170 W 1<sup>ST</sup> AVENUE

## WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, MILLENNIUM KITSILANO NOMINEE LTD., is called the “Owner”, as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered Owner of the Lands;
- C. The Owner made an application to rezone the Lands (the “Rezoning Application”) from RM-4 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the “Rezoning By-law”), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the *Vancouver DCL Bylaw*, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the “Housing Condition”); and
- D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

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

- (b) **“Below-Market Rental Housing”** means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Broadway Plan;
- (c) **“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;
- (d) **“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;
- (e) **“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;
- (f) **“Broadway Plan”** means the area plan for the neighbourhoods surrounding the Broadway Subway line, approved by City Council on June 22, 2022, as may be amended from time to time hereafter;
- (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, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(p)(i), 1.1(p)(ii) or 1.1(p)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(p);

- (q) **“Existing Building”** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;
- (r) **“Existing Units”** means the Dwelling Units in the Existing Building and **“Existing Unit”** means any one of them;
- (s) **“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;
- (t) **“For-Profit Affordable Rental Housing”** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be **“Class A for-profit affordable rental housing”** (as defined therein);
- (u) **“For-Profit Affordable Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“For-Profit Affordable Rental Housing Unit”** means any one of such units;
- (v) **“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;
- (w) **“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;
- (x) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (y) **"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;
- (z) **"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;
- (aa) **"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;
- (bb) **"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;
- (cc) **"Occupants"** means persons for whom a For-Profit Affordable Rental Housing Unit serves as their Principal Residence and an **"Occupant"** means any one of them, as the context requires;
- (dd) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, Millennium Kitsilano Nominee Ltd., and its successors and assigns;
- (ee) **"Owner's Personnel"** means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (ff) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (gg) **"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;

- (hh) **“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;
- (ii) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Independent Living Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (jj) **“Replacement For-Profit Affordable Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement For-Profit Affordable Rental Housing Unit”** means one such unit;
- (kk) **“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;
- (ll) **“Residential Tenancy Act”** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (mm) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (nn) **“Returning Tenants”** means the eligible tenants of the Existing Building who accept the Owner’s offer to relocate to the New Building after completion of its construction, pursuant to the Owner’s Tenant Relocation Plan and **“Returning Tenant”** means any one of them;
- (oo) **“Rezoning Application”** has the meaning ascribed to that term in Recital C;
- (pp) **“Rezoning By-law”** has the meaning ascribed to that term in Recital C;
- (qq) **“Seniors Supportive or Independent Living Housing”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;

- (rr) **“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;
- (ss) **“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;
- (tt) **“Tenant”** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;
- (uu) **“Tenant Relocation and Protection Policy”** means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter and the Tenant Relocation and Protection Policy Bulletin dated Jun 19, 2019, as amended on June 30, 2024 and as may be further amended from time to time hereafter;
- (vv) **“Tenant Relocation Plan”** means the Owner’s Tenant Relocation Plan submitted and approved by the General Manager of Planning, Urban Design and Sustainability, in accordance with the Tenant Relocation and Protection Policy;
- (ww) **“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;
- (xx) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii);

- (yy) **“Vancouver Charter”** means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (zz) **“Vancouver DCL By-law”** means the City’s Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:

- (a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "**For-Profit Affordable Rental Housing Units**"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing (the "**Below-Market Rental Housing Units**"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then the Owner will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement For-Profit Affordable Rental Housing Units**") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement Below-Market Rental Housing Units**") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Below-Market Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Below-Market Rental Housing Units are pursuant to this Agreement;
- (d) not less than:
  - (i) 25% of the For-Profit Affordable Rental Housing Units that are not Below-Market Rental Housing Units; and
  - (ii) 25% of the Below-Market Rental Housing Units;
 will have two or more bedrooms, and not less than:
  - (iii) 10% of the For-Profit Affordable Rental Housing Units that are not Below-Market Rental Housing Units; and
  - (iv) 10% of the Below-Market Rental Housing Units,

will have three or more bedrooms;

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

- III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;
  - IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
  - V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
  - VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:
    - a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and
    - b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and
  - VII. the Tenant acknowledges and agrees that each of the foregoing clauses described in subsections I. to VI. is a material term of the Tenancy Agreement;
- (E) a clause:
- I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
  - II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Below-Market Rental Housing Unit,
- unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

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

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

- (h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time, or such other minimum term as required for Tenancy Agreements under the Residential Tenancy Act from time to 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 For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal owner and beneficial owner (provided that such legal owner may be different from such beneficial owner), as applicable, and subject to Section 9.8;
- (j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;
- (n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (o) with respect to the Below-Market Rental Housing Units:
  - (i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey;

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

- (p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:
- (i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;
  - (ii) have a starting rent that will not exceed:
    - (A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:
      - I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and
      - II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the *Residential Tenancy Act* between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or
    - (B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and
  - (iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

**ARTICLE 3  
BUILDING RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the 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, save and 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;

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, save and 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 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 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 8  
NOTICES**

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given

by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

If to the City, addressed to:

City of Vancouver  
453 West 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:

Millennium Kitsilano Nominee Ltd.  
788 Richards Street  
Vancouver, BC V6B 3A4

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 9.8, 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) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant; and
- (b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.

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

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

9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies

provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.8 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(i) and 2.1(j), the Owner of the Lands and the New Building will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of such Owner under this Agreement. The provisions in this Section 9.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 9.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.10 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 9.11 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

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



## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CB1771345, extended by CB2065001 and the Assignment of Rents registered under number CB1771346, extended by CB2065002;
- (b) "Existing Chargeholder" means 637083 British Columbia Ltd.;
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

**EXPLANATION****A By-law to provide for tax relief from development potential for 2026**

The attached By-law will implement Council's resolution of May 5, 2026 regarding the extension of the pilot development potential tax relief program in 2026 tax year for eligible properties as authorized by section 374.6 of the Vancouver Charter.

Director of Legal Services  
May 5, 2026



**Appendix A**  
**2026 Development Potential Tax Relief Program**  
**Eligible Properties and Percentage of Eligible Land**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
1	001-670-024-62-0000	4434 10TH AVE W	20.00000%
2	001-690-038-53-0004	3675 16TH AVE W	20.00000%
3	002-087-630-36-0001	1514 YEW ST	20.00000%
4	002-087-630-36-0002	1516 YEW ST	20.00000%
5	002-120-643-91-0081	304 2233 BURREARD ST	20.00000%
6	002-120-643-91-0082	303 2233 BURREARD ST	20.00000%
7	002-634-097-44-0001	1 1874 1ST AVE W	20.00000%
8	002-634-097-44-0003	2 1874 1ST AVE W	20.00000%
9	002-640-058-86-0000	2954 4TH AVE W	20.00000%
10	002-650-073-82-0000	2560 BROADWAY W	20.00000%
11	002-650-073-94-0000	2518 BROADWAY W	20.00000%
12	002-650-095-65-0000	1933 BROADWAY W	20.00000%
13	002-650-097-50-0000	1852 BROADWAY W	20.00000%
14	002-650-097-76-0000	1826 BROADWAY W	20.00000%
15	002-650-097-86-0000	1818 BROADWAY W	20.00000%
16	002-654-087-87-0000	2125 10TH AVE W	20.00000%
17	002-688-090-06-0000	3130 ARBUTUS ST	20.00000%
18	004-090-722-47-0000	4635 ARBUTUS ST	20.00000%
19	005-739-091-15-0000	2075 37TH AVE W	20.00000%
20	005-750-056-15-0000	2987 41ST AVE W	20.00000%
21	007-130-686-30-0000	3010 GRANVILLE ST	20.00000%
22	007-130-688-27-0000	3121 GRANVILLE ST	20.00000%
23	007-130-688-47-0000	3149 GRANVILLE ST	20.00000%
24	007-165-646-46-0000	2320 ASH ST	20.00000%
25	007-638-120-58-0000	1738 3RD AVE W	20.00000%
26	007-638-120-74-0000	1728 3RD AVE W	20.00000%
27	007-638-124-31-0000	1545 3RD AVE W	20.00000%
28	007-640-120-50-0000	1758 4TH AVE W	20.00000%
29	007-642-122-95-0000	1605 5TH AVE W	20.00000%
30	007-646-146-62-0000	1140 7TH AVE W	20.00000%
31	007-646-163-05-0000	2250 HEATHER ST	20.00000%
32	007-648-122-30-0000	1666 8TH AVE W	20.00000%
33	007-650-122-48-0000	1668 BROADWAY W	20.00000%
34	007-650-134-96-0000	1316 BROADWAY W	20.00000%
35	007-650-149-96-0000	1004 BROADWAY W	20.00000%
36	007-650-150-54-0000	950 BROADWAY W	20.00000%
37	007-650-150-63-0003	140 943 BROADWAY W	20.00000%
38	007-650-150-63-0006	110 943 BROADWAY W	20.00000%
39	007-650-153-07-0000	2480 LAUREL ST	20.00000%
40	007-650-153-67-0000	833 BROADWAY W	20.00000%
41	007-650-153-76-0000	820 BROADWAY W	20.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
42	007-650-163-46-0000	656 BROADWAY W	20.00000%
43	007-650-165-04-0000	2508 ASH ST	20.00000%
44	009-693-179-04-0000	196 18TH AVE W	20.00000%
45	009-710-150-92-0000	900 KING EDWARD AVE W	14.15814%*
46	010-810-097-08-0002	1880 57TH AVE W	20.00000%
47	012-145-833-28-0000	8828 SELKIRK ST	20.00000%
48	012-145-833-97-0000	1225 73RD AVE W	20.00000%
49	012-148-833-59-0000	8865 OSLER ST	20.00000%
50	012-840-138-40-0000	1336 MARINE DR SW	20.00000%
51	013-190-640-96-0000	1888 MAIN ST	30.00000%
52	013-190-641-45-0000	1925 MAIN ST	30.00000%
53	013-190-641-75-0000	1965 MAIN ST	30.00000%
54	013-219-606-02-0000	1200 RAYMUR AVE	20.00000%
55	013-226-596-04-0000	700 VERNON DR	20.00000%
56	013-580-192-85-0000	393 POWELL ST	20.00000%
57	013-580-205-38-0000	738 POWELL ST	20.00000%
58	013-580-205-46-0000	746 POWELL ST	20.00000%
59	013-580-205-50-0000	750 POWELL ST	20.00000%
60	013-589-205-93-0000	795 CORDOVA ST E	20.00000%
61	013-590-192-36-0000	334 HASTINGS ST E	20.00000%
62	013-590-194-55-0000	449 HASTINGS ST E	20.00000%
63	013-590-194-63-0000	459 HASTINGS ST E	20.00000%
64	013-590-196-71-0000	567 HASTINGS ST E	20.00000%
65	013-590-198-06-0000	600 HASTINGS ST E	20.00000%
66	013-590-198-43-0000	645 HASTINGS ST E	20.00000%
67	013-590-198-59-0000	659 HASTINGS ST E	20.00000%
68	013-590-205-02-0000	702 HASTINGS ST E	20.00000%
69	013-590-205-13-0000	709 HASTINGS ST E	20.00000%
70	013-590-205-50-0000	748 HASTINGS ST E	20.00000%
71	013-590-212-16-0000	814 HASTINGS ST E	20.00000%
72	013-590-212-80-0000	874 HASTINGS ST E	20.00000%
73	013-590-217-03-0000	901 HASTINGS ST E	20.00000%
74	013-590-222-36-0000	1132 HASTINGS ST E	20.00000%
75	013-590-222-37-0000	1135 HASTINGS ST E	20.00000%
76	013-596-212-84-0000	884 GEORGIA ST E	20.00000%
77	013-615-218-94-0000	960 EVANS AVE	20.00000%
78	013-630-198-07-0000	601 TERMINAL AVE	20.00000%
79	013-630-216-25-0000	703 TERMINAL AVE	20.00000%
80	013-630-216-95-0000	753 TERMINAL AVE	20.00000%
81	013-635-193-56-0000	520 INDUSTRIAL AVE	30.00000%
82	013-635-193-66-0000	580 INDUSTRIAL AVE	30.00000%
83	013-635-193-80-0000	670 INDUSTRIAL AVE	30.00000%
84	013-635-194-03-0000	401 INDUSTRIAL AVE	30.00000%
85	013-638-193-03-0000	235 1ST AVE E	30.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
86	013-638-193-04-0000	252 1ST AVE E	30.00000%
87	013-638-193-54-0000	258 1ST AVE E	30.00000%
88	013-640-172-07-0000	231 2ND AVE W	20.00000%
89	013-640-184-41-0000	33 2ND AVE E	20.00000%
90	013-640-190-15-0000	215 2ND AVE E	30.00000%
91	013-640-190-45-0000	225 2ND AVE E	30.00000%
92	013-640-190-95-0000	245 2ND AVE E	30.00000%
93	013-640-193-07-0000	251 2ND AVE E	30.00000%
94	013-640-193-55-0000	255 2ND AVE E	30.00000%
95	013-640-193-69-0000	271 2ND AVE E	30.00000%
96	013-641-182-07-0000	75 3RD AVE W	20.00000%
97	013-641-182-85-0000	31 3RD AVE W	20.00000%
98	013-642-179-87-0000	115 4TH AVE W	20.00000%
99	013-642-179-95-0000	1943 MANITOBA ST	20.00000%
100	013-642-184-95-0000	1975 QUEBEC ST	20.00000%
101	013-644-190-07-0000	207 5TH AVE E	30.00000%
102	013-644-190-96-0000	290 5TH AVE E	30.00000%
103	013-645-184-85-0000	65 6TH AVE E	20.00000%
104	013-650-198-05-0000	425 BROADWAY E	20.00000%
105	013-650-201-20-0000	510 BROADWAY E	20.00000%
106	013-650-201-30-0000	530 BROADWAY E	20.00000%
107	013-650-201-32-0000	532 BROADWAY E	20.00000%
108	013-650-210-74-0000	794 BROADWAY E	20.00000%
109	013-650-210-94-0000	794 BROADWAY E	20.00000%
110	013-654-191-70-0000	268 10TH AVE E	20.00000%
111	013-654-191-78-0000	278 10TH AVE E	20.00000%
112	013-664-186-87-0000	185 11TH AVE E	20.00000%
113	013-770-207-60-0000	654 KINGSWAY	20.00000%
114	014-230-594-36-0000	636 CLARK DR	20.00000%
115	014-230-594-42-0000	642 CLARK DR	20.00000%
116	014-230-601-14-0000	1010 CLARK DR	20.00000%
117	014-230-601-94-0000	1042 CLARK DR	20.00000%
118	014-230-607-56-0000	1406 CLARK DR	20.00000%
119	014-230-630-94-0000	1750 CLARK DR	20.00000%
120	014-250-641-19-0000	2211 COMMERCIAL DR	20.00000%
121	014-253-580-95-0000	99 VICTORIA DR	20.00000%
122	014-253-588-05-0000	323 VICTORIA DR	20.00000%
123	014-253-607-02-0000	1302 VICTORIA DR	20.00000%
124	014-253-631-94-0000	1894 VICTORIA DR	20.00000%
125	014-270-616-95-0000	1657 NANAIMO ST	20.00000%
126	014-270-648-05-0000	2411 NANAIMO ST	20.00000%
127	014-270-650-25-0000	2523 NANAIMO ST	20.00000%
128	014-580-230-12-0000	1308 POWELL ST	20.00000%
129	014-580-250-06-0000	1712 POWELL ST	20.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
130	014-580-250-35-0000	1725 POWELL ST	20.00000%
131	014-580-250-46-0000	1740 POWELL ST	20.00000%
132	014-580-250-95-0000	1795 POWELL ST	20.00000%
133	014-580-251-86-0000	1856 POWELL ST	20.00000%
134	014-586-251-43-0000	1847 TRIUMPH ST	20.00000%
135	014-587-235-24-0000	1628 PANDORA ST	20.00000%
136	014-587-251-05-0000	1811 PANDORA ST	20.00000%
137	014-588-230-44-0000	1344 FRANKLIN ST	20.00000%
138	014-588-235-03-0000	1603 FRANKLIN ST	20.00000%
139	014-588-235-51-0000	1651 FRANKLIN ST	20.00000%
140	014-590-230-34-0000	1340 HASTINGS ST E	20.00000%
141	014-590-235-04-0000	1606 HASTINGS ST E	20.00000%
142	014-590-235-61-0000	1661 HASTINGS ST E	20.00000%
143	014-590-235-81-0000	1671 HASTINGS ST E	20.00000%
144	014-590-235-97-0000	1691 HASTINGS ST E	20.00000%
145	014-590-251-95-0000	1895 HASTINGS ST E	20.00000%
146	014-594-230-38-0000	1356 FRANCES ST	20.00000%
147	014-600-230-27-0000	1327 VENABLES ST	20.00000%
148	014-600-233-96-0000	1480 VENABLES ST	20.00000%
149	014-600-234-70-0000	1528 VENABLES ST	20.00000%
150	014-600-235-01-0000	1601 VENABLES ST	20.00000%
151	014-600-236-02-0000	1602 VENABLES ST	20.00000%
152	014-600-236-74-0000	1638 VENABLES ST	20.00000%
153	014-650-234-86-0000	1660 BROADWAY E	20.00000%
154	015-190-696-83-0000	3683 MAIN ST	20.00000%
155	015-190-703-06-0000	3810 MAIN ST	20.00000%
156	015-770-211-05-0000	715 KINGSWAY	20.00000%
157	015-770-211-79-0000	773 KINGSWAY	20.00000%
158	015-770-212-37-0000	841 KINGSWAY	20.00000%
159	015-770-222-45-0000	1143 KINGSWAY	20.00000%
160	015-770-222-52-0000	1146 KINGSWAY	20.00000%
161	015-770-222-74-0000	1174 KINGSWAY	20.00000%
162	015-770-222-75-0000	1175 KINGSWAY	20.00000%
163	015-770-222-98-0000	1188 KINGSWAY	20.00000%
164	015-770-225-02-0000	1202 KINGSWAY	20.00000%
165	015-770-228-82-0000	1382 KINGSWAY	20.00000%
166	015-770-230-39-0000	1439 KINGSWAY	20.00000%
167	015-770-230-76-0000	1476 KINGSWAY	20.00000%
168	015-770-235-41-0000	1541 KINGSWAY	20.00000%
169	016-190-717-11-0000	4407 MAIN ST	20.00000%
170	016-190-722-62-0000	4562 MAIN ST	20.00000%
171	016-190-769-07-0000	190 48TH AVE E	20.00000%
172	016-199-714-97-0000	4393 ST. GEORGE ST	20.00000%
173	016-210-710-81-0000	4179 FRASER ST	20.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
174	016-210-710-97-0000	4197 FRASER ST	20.00000%
175	016-210-712-27-0000	4221 FRASER ST	20.00000%
176	016-210-712-79-0000	4273 FRASER ST	20.00000%
177	016-210-712-94-0001	4286 FRASER ST	20.00000%
178	016-210-712-94-0002	4288 FRASER ST	20.00000%
179	016-210-712-94-0003	4292 FRASER ST	20.00000%
180	016-210-712-94-0004	4298 FRASER ST	20.00000%
181	017-190-807-75-0000	7271 MAIN ST	20.00000%
182	017-210-823-91-0000	8061 FRASER ST	20.00000%
183	017-250-790-91-0000	6585 VICTORIA DR	20.00000%
184	018-090-842-06-0000	1700 75TH AVE W	18.13060%*
185	018-122-830-46-0000	8650 BARNARD ST	20.00000%
186	018-153-840-44-0000	8812 LAUREL ST	20.00000%
187	018-156-840-43-0000	8729 HEATHER ST	20.00000%
188	018-156-840-97-0000	8829 HEATHER ST	20.00000%
189	018-170-830-85-0000	8655 CAMBIE ST	20.00000%
190	018-184-832-99-0010	110 8475 ONTARIO ST	20.00000%
191	018-184-832-99-0026	302 8495 ONTARIO ST	20.00000%
192	018-201-830-36-0000	8236 ST. GEORGE ST	20.00000%
193	018-210-839-74-0000	8550 FRASER ST	20.00000%
194	018-830-203-50-0000	620 MARINE DR SE	20.00000%
195	018-830-210-92-0000	732 MARINE DR SE	20.00000%
196	018-830-236-08-0000	1618 MARINE DR SE	20.00000%
197	018-839-210-08-0000	728 KENT AVENUE SOUTH E	20.00000%
198	018-840-149-96-0000	970 MARINE DR SW	20.00000%
199	018-840-156-34-0000	774 MARINE DR SW	20.00000%
200	018-840-156-74-0000	762 MARINE DR SW	20.00000%
201	018-840-161-04-0000	750 MARINE DR SW	20.00000%
202	018-842-144-37-0000	1275 75TH AVE W	20.00000%
203	019-230-762-97-0000	6483 KNIGHT ST	20.00000%
204	019-250-733-05-0000	5037 VICTORIA DR	20.00000%
205	019-730-229-85-0000	1385 33RD AVE E	20.00000%
206	020-280-598-08-0000	804 RENFREW ST	20.00000%
207	020-280-598-70-0000	862 RENFREW ST	20.00000%
208	020-280-598-96-0000	880 RENFREW ST	20.00000%
209	020-296-600-95-0000	983 WINDERMERE ST	20.00000%
210	020-580-275-17-0000	2715 DUNDAS ST	20.00000%
211	020-588-305-06-0000	328 SKEENA ST	20.00000%
212	021-270-616-92-0000	1648 NANAIMO ST	20.00000%
213	021-280-616-05-0000	1605 RENFREW ST	20.00000%
214	021-280-630-72-0000	1786 RENFREW ST	20.00000%
215	021-305-638-06-0000	2110 SKEENA ST	20.00000%
216	021-650-305-07-0000	3525 LOUGHEED HWY	20.00000%
217	021-664-303-02-0000	2772 NATAL ST	20.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
218	022-270-694-96-0000	3690 NANAIMO ST	20.00000%
219	022-275-706-02-0000	4310 SLOCAN ST	20.00000%
220	022-275-706-89-0000	4293 SLOCAN ST	20.00000%
221	022-300-700-55-0000	3855 RUPERT ST	20.00000%
222	022-300-700-65-0000	3869 RUPERT ST	20.00000%
223	022-320-708-07-0000	4409 BOUNDARY RD	20.00000%
224	022-700-280-82-0000	2978 22ND AVE E	20.00000%
225	023-250-730-68-0000	4962 VICTORIA DR	20.00000%
226	023-250-733-26-0000	5022 VICTORIA DR	20.00000%
227	023-250-747-18-0000	5616 VICTORIA DR	20.00000%
228	023-250-747-36-0000	5632 VICTORIA DR	20.00000%
229	023-770-250-76-0000	2070 KINGSWAY	20.00000%
230	023-770-266-19-0000	2211 KINGSWAY	20.00000%
231	023-770-275-08-0000	2516 KINGSWAY	20.00000%
232	023-770-275-34-0000	2536 KINGSWAY	20.00000%
233	023-770-301-05-0000	3055 KINGSWAY	20.00000%
234	023-770-308-67-0000	201 3375 KINGSWAY	20.00000%
235	023-770-313-11-0000	3471 KINGSWAY	20.00000%
236	023-770-314-95-0000	3523 KINGSWAY	20.00000%
237	024-250-802-42-0000	6940 VICTORIA DR	20.00000%
238	024-758-302-05-0000	3103 45TH AVE E	20.00000%
239	026-120-605-98-0402	995 HORNBY ST	20.00000%
240	026-120-605-98-0405	989 HORNBY ST	20.00000%
241	026-120-605-98-0406	985 HORNBY ST	20.00000%
242	026-120-605-98-0407	981 HORNBY ST	20.00000%
243	026-120-605-98-0410	973 HORNBY ST	20.00000%
244	026-120-605-98-0413	965 HORNBY ST	20.00000%
245	026-120-605-98-0414	957 HORNBY ST	20.00000%
246	026-126-592-35-0000	541 HOWE ST	20.00000%
247	026-126-592-63-0000	555 HOWE ST	20.00000%
248	026-134-595-32-0000	626 SEYMOUR ST	20.00000%
249	026-134-595-42-0000	644 SEYMOUR ST	20.00000%
250	026-172-580-66-0000	228 ABBOTT ST	20.00000%
251	026-178-580-04-0000	2 POWELL ST	20.00000%
252	026-178-592-93-0000	555 CARRALL ST	20.00000%
253	026-580-186-05-0000	101 POWELL ST	20.00000%
254	026-590-138-56-0000	426 HASTINGS ST W	20.00000%
255	026-590-148-35-0000	327 HASTINGS ST W	20.00000%
256	026-590-190-38-0000	232 HASTINGS ST E	20.00000%
257	026-590-190-55-0000	253 HASTINGS ST E	20.00000%
258	026-590-190-56-0000	254 HASTINGS ST E	20.00000%
259	026-592-138-70-0000	414 PENDER ST W	20.00000%
260	026-592-186-46-0000	148 PENDER ST E	20.00000%
261	026-592-190-66-0000	266 PENDER ST E	20.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Roll #</b>	<b>Address</b>	<b>% of Eligible Land</b>
262	026-594-190-53-0000	253 KEEFER ST	20.00000%
263	026-596-190-20-0000	218 GEORGIA ST E	20.00000%
264	026-596-190-40-0000	238 GEORGIA ST E	20.00000%
265	026-596-190-60-0000	252 GEORGIA ST E	20.00000%
266	027-110-601-66-0000	774 DENMAN ST	20.00000%
267	027-601-113-50-0000	1640 ALBERNI ST	20.00000%
268	027-601-113-84-0000	1614 ALBERNI ST	20.00000%
269	027-602-110-27-0000	1769 ROBSON ST	20.00000%
270	027-602-110-57-0000	1739 ROBSON ST	20.00000%
271	027-602-113-56-0000	1648 ROBSON ST	20.00000%
272	027-602-113-66-0000	1642 ROBSON ST	20.00000%
273	027-602-113-94-0000	1610 ROBSON ST	16.93899%*
274	027-602-114-50-0000	1536 ROBSON ST	20.00000%
275	027-602-115-09-0001	1487 ROBSON ST	20.00000%
276	027-602-117-02-0080	1280 ROBSON ST	20.00000%
277	027-602-118-02-0001	1172 ROBSON ST	20.00000%
278	027-602-118-02-0002	1172 ROBSON ST	20.00000%
279	027-602-118-02-0006	1190 ROBSON ST	20.00000%
280	027-603-119-05-0000	1045 HARO ST	20.00000%
281	027-612-110-93-0000	1707 DAVIE ST	20.00000%
282	027-612-118-15-0001	1177 DAVIE ST	20.00000%
283	029-120-614-04-0004	1342 BURRARD ST	20.00000%
284	029-120-614-04-0008	1352 BURRARD ST	20.00000%
285	029-120-614-04-0009	1354 BURRARD ST	20.00000%
286	029-120-614-04-0012	1308 BURRARD ST	20.00000%
287	029-120-614-04-0013	1310 BURRARD ST	20.00000%
288	029-124-608-97-0144	903 DAVIE ST	20.00000%
289	029-124-608-97-0145	925 DAVIE ST	20.00000%
290	029-124-608-97-0146	921 DAVIE ST	20.00000%
291	029-130-604-17-0000	911 GRANVILLE ST	20.00000%
292	029-130-604-18-0000	906 GRANVILLE ST	20.00000%
293	029-130-604-30-0000	918 GRANVILLE ST	20.00000%
294	029-130-604-59-0000	957 GRANVILLE ST	20.00000%
295	029-130-604-93-0000	987 GRANVILLE ST	20.00000%
296	029-130-606-68-0000	1068 GRANVILLE ST	20.00000%
297	029-130-606-97-0000	1081 GRANVILLE ST	20.00000%
298	029-130-608-43-0000	1143 GRANVILLE ST	20.00000%
299	029-148-608-02-0022	1122 HOMER ST	20.00000%
300	029-148-608-02-0023	1122 HOMER ST	20.00000%
301	029-148-612-59-0000	1251 HOMER ST	20.00000%
302	029-148-612-67-0000	1271 HOMER ST	20.00000%
303	029-157-606-07-0000	1003 CAMBIE ST	20.00000%

\* % of land value eligible for the DPRP tax rate reflects the \$6.5 million cap.

## EXPLANATION

### **2026 Rating By-law General Purpose Taxes**

Enactment of the attached By-law will levy the 2026 general purpose taxes, and implement Council's resolution of May 5, 2026.

Director of Legal Services  
May 5, 2026

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

**A By-law to levy rates on all taxable real property in the City of Vancouver, to raise a sum which added to the estimated revenue of the City of Vancouver from other sources, will be sufficient to pay all debts and obligations of the City of Vancouver falling due within the year 2026 and not otherwise provided for**

PREAMBLE

For the year 2026, the following sums will have to be provided for the purposes hereafter named, by levying a rate or rates on all the taxable real property on the assessment roll prepared pursuant to the *Assessment Act* for general municipal purposes for the City of Vancouver:

<u>PURPOSES</u>	<u>AMOUNT</u>
Payment of interest on Debentures and Debt outstanding, payments to Sinking Fund in respect of Sinking Fund debenture debts incurred, and payment of principal on other debt falling due in 2026	\$ 132,000,000
All other necessary expenses of the City not otherwise provided for	<u>\$ 1,092,250,000</u>
Total General Purpose Tax Levy	<u>\$ 1,224,250,000</u>

The taxable value of land and improvements, as shown on the real property assessment roll prepared by the British Columbia Assessment Authority, for general municipal purposes for the City of Vancouver for all classes other than Class 1 – residential, Class 5 – light industry, and Class 6 – business and other is \$1,777,463,970.

Pursuant to the 2026 Land Assessment Averaging By-law, the taxable value of land and improvements for general municipal purposes based on the averaged assessment is \$363,644,045,691 for class 1 – residential, \$1,874,379,995 for class 5 – light industry, and \$68,592,464,961 for class 6 – business and other.

Pursuant to the 2026 Development Potential Tax Relief By-law, the taxable value of eligible land in classes 5 and 6 subject to the Development Potential Relief Program tax rate that is set at fifty percent (50%) of the general purpose tax rate that would otherwise apply is \$4,059,800 for class 5 – light industry, and \$277,435,485 for class 6 – business and other.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$27.50 per \$1,000 of assessed value in respect of certain Class 4 – major industry properties (“ports properties”), bearing assessment roll numbers 561-192-30-2003, 561-226-34-4010, 561-226-34-4015, 561-226-34-4020, 561-230-30-4050, 561-250-76-4014, and 561-275-40-4050.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$22.50 per \$1,000 of assessed value, in respect of designated new investment in Class 4 – major industry properties (“ports properties, new investments”), bearing assessment roll number 561-192-30-2003, 561-226-34-4015 and 561-250-76-4014.

The rates of taxation for the Provincial classes necessary to raise the sum of \$1,224,250,000 are as follows:

<b>Class of property</b>		<b>Dollars of tax for each one thousand dollars of taxable value</b>
Residential	(1)	1.93406
Utilities	(2)	37.47987
Supportive Housing	(3)	0.00000
Major Industry	(4)	33.41020
Major Industry (ports properties)	(4)	27.50000
Major Industry (ports properties, new investment)	(4)	22.50000
Light Industry	(5)	7.09436
Light Industry (DPRP eligible land)	(5)	3.54718
Business and Other	(6)	7.09436
Business and Other (DPRP eligible land)	(6)	3.54718
Recreational Property / Non-profit Organization	(8)	1.93226
Farm	(9)	1.93226

such rates being dollars of general purposes tax for each thousand dollars of taxable value.

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

1. On each of the respective classes of property hereinafter set forth, which are more particularly defined in the *Assessment Act* and its regulations, there is hereby imposed per one thousand dollars of taxable value the several rates hereinafter set forth, namely:
  - (a) For the purpose of providing for the payment of \$132,000,000, being the amount required for interest on Debentures and other debt, Sinking Fund obligations on Sinking Fund debentures, and principal payments on other debt falling due in 2026, the rates of:

<b>Class of property</b>		<b>Dollars of tax for each one thousand dollars of taxable value</b>
Residential	(1)	0.20853
Utilities	(2)	4.04112
Supportive Housing	(3)	0.00000
Major Industry	(4)	3.60233
Major Industry (ports properties)	(4)	2.96508
Major Industry (ports properties, new investment)	(4)	2.42598
Light Industry	(5)	0.76492
Light Industry (DPRP eligible land)	(5)	0.38246
Business and Other	(6)	0.76492
Business and Other (DPRP eligible land)	(6)	0.38246
Recreational Property / Non-profit Organization	(8)	0.20834
Farm	(9)	0.20834



**EXPLANATION**

**2026 Rating By-law Metro Vancouver Regional District**

Enactment of the attached By-law will levy the rates necessary to raise funds requisitioned by the Metro Vancouver Regional District for 2026.

Director of Legal Services  
May 5, 2026

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

**A By-law to levy a rate on property to raise monies  
required to be paid to the Metro Vancouver Regional District**

**PREAMBLE**

Pursuant to the *Local Government Act*, the City of Vancouver is required to make due provision for the amount of money requisitioned from it by the Metro Vancouver Regional District.

The Metro Vancouver Regional District has requisitioned from the City the sum of \$28,503,046 for the year 2026.

The amount of money requisitioned by the Metro Vancouver Regional District may be raised by the City of Vancouver by levying a rate on property upon the basis provided in the *Local Government Act*.

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

1. For the purpose of providing for the payment of the amount requisitioned from the City by the Metro Vancouver Regional District in the year 2026, there is hereby imposed per one thousand dollars of taxable value of land and improvements, but excluding property that is taxable for school purposes only by a special act, the rates hereinafter set forth, namely:

<b>Class of property</b>		<b>Dollars of tax for each one thousand dollars of taxable value</b>
Residential	(1)	0.05260
Utilities	(2)	0.18412
Supportive Housing	(3)	0.05260
Major Industry	(4)	0.17886
Light Industry	(5)	0.17886
Business and Other	(6)	0.12888
Recreational Property / Non-profit Organization	(8)	0.05260
Farm	(9)	0.05260

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

## EXPLANATION

### **A By-law to amend Subdivision By-law No. 5208 Re: 6486 Chester Street**


Enactment of the attached by-law will delete 6486 Chester Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 13, 2025 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
May 5, 2026



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



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

6486 Chester Street

map: 1 of 1  
scale: NTS



## EXPLANATION

### **A By-law to amend the Sign By-law Re: 1710-1730 East Pender Street**

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

Director of Legal Services  
May 5, 2026



## EXPLANATION

**A By-law to amend  
Noise Control By-law No. 6555  
Re: 1710-1730 East Pender Street**

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

Director of Legal Services  
May 5, 2026



**EXPLANATION**  
**A By-law to amend the Sign By-law**  
**Re: 1302-1318 East 12th Avenue**

Following the Public Hearing on May 7, 2024, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 5, 2026



## EXPLANATION

**A By-law to amend  
Noise Control By-law No. 6555  
Re: 1302-1318 East 12th Avenue**

After the Public Hearing on May 7, 2024, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 5, 2026



## EXPLANATION

### **A By-law to amend Building By-law No. 14343 regarding housekeeping and miscellaneous amendments**

The attached By-law will implement Council's resolution of April 1, 2026 to amend the Building By-law regarding various housekeeping and miscellaneous amendments.

Director of Legal Services  
May 5, 2026

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

**A By-law to amend Building By-law No. 14343  
regarding housekeeping and miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Building By-law 14343.
2. In Division A of Book I (General), Sentence 1.1.1.1.(2), Council strikes out Clauses (j) and (k) and substitutes:

“

- j) a *noncombustible container* used only for storage of emergency supplies and required by the City's Emergency Social Services Program if
  - i) the *building area* of the *container* is no more than 15 m<sup>2</sup>,
  - ii) the *container* is located at least 3 m from any *building*, and
  - iii) the location of the *container* does not obstruct the *exit* path of an *existing building* and the firefighter's access path to an *existing building*,
- k) structures necessary for the operation of a *public bike share station* if the *public bike share station*
  - i) does not interfere with any public works, public facilities or public amenities,
  - ii) does not include any enclosed structures,
  - iii) is located at least 3 m from any *building*,
  - iv) does not obstruct the *exit* path of an *existing building* and the firefighter's access path to an *existing building*, and
- l) structures necessary for the operation of an *e-scooter station* if the *e-scooter station*
  - i) does not interfere with any public works, public facilities or public amenities,
  - ii) does not include any enclosed structures,
  - iii) does not obstruct the *exit* path of an *existing building* and the firefighter's access path to an *existing building*.”

3. In Division A of Book I (General), in Sentence 2.2.1.1.(1) after Objective Statement OS4.2., Council adds the following “OS4.3 – intruders being able to force their way through physical security feature”.

4. In Division A of Book I (General), in Sentence 3.2.1.1.(1), in Functional Statement F30, Council adds the words “assault, ” after the words “contact, ”.

5. In Division A of Book I (General), Sentence 1.4.1.2.(1), Council adds the following definitions in correct alphabetical order:

**“E-scooter station** means an e-scooter sharing facility where e-scooters are stored and from which the general public may rent and return e-scooters and other objects or equipment necessary for the operation of an e-scooter system.

**E-scooter system** means a service that provides the general public with an opportunity to rent e-scooters through an automated system, on a short-term basis for use within the city as part of a network comprised of no fewer than 50 e-scooter stations located on separate sites on streets, and public and private real property.”.

6. In Division A of Book I (General), Sentence 1.4.1.2.(1), Council strikes out the definition of “Public bike share” and substitutes:

**“Public bike share** means a service that provides the general public with an opportunity to rent bicycles through an automated system, on a short term basis for use within the City as part of a network comprised of no fewer than 50 public bike share stations located on separate sites on streets, and public and private real property.”.

7. In Division A of Book I (General), Sentence 1.4.1.2.(1), Council strikes out the following definitions:

(a)

**“Greenhouse agricultural occupancy** (Group G, Division 3) means an agricultural occupancy where plants are grown in a *building* or part thereof that is primarily constructed of roofs and walls designed to transmit natural light.”; and

(b)

**“Home-type care occupancy** (Group B, Division 4) means the *occupancy* or use of a *building* consisting of a single detached housekeeping unit where care is provided to residents and may include the living space of the caregiver and their family. (See Note A-1.4.1.2.(1).)”.

8. In Division B of Book I (General), Article 1.3.1.2., in Table 1.3.1.2., Council:

(a) strikes out the following row:

“

ASHRAE	ANSI/ASHRAE/IES 90.1-2019	Energy Standard for Buildings Except Low-Rise Residential Buildings	10.2.2.1.(1) A-10.2.2.2.
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”, and substitutes:

“

ASHRAE	ANSI/ASHRAE/IES 90.1-2019 <sup>(9)</sup>	Energy Standard for Buildings Except Low-Rise Residential Buildings	10.2.2.1.(1) A-10.2.2.2.
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”; and

(b) adds the following new table note in the correct numerical order:

“(9) The version of the standard as originally adopted.”.

9. In Division B of Book I (General), Article 1.3.1.2., in Table 1.3.1.2., Council strikes out the rows:

“

ASHRAE	ANSI/ASHRAE 62- 2001 (except addendum n)	Ventilation for Acceptable Indoor Air Quality (except Addendum n)	A-9.25.5.2.
ASHRAE	ANSI/ASHRAE 62.1- 2016	Ventilation for Acceptable Indoor Air Quality	6.3.1.1.(2) 6.3.1.1.(3) 6.3.2.2.(1)

”, and substitutes

“

ASHRAE	ANSI/ASHRAE 62- 2001 (except addendum n)	Ventilation for Acceptable Indoor Air Quality (except Addendum n)	6.3.1.1.(2) 6.3.1.1.(3) 10.2.2.3.(1) A-9.25.5.2.
ASHRAE	ANSI/ASHRAE 62.1- 2016	Ventilation for Acceptable Indoor Air Quality	6.3.2.2.(1)

”.

10. In Division B of Book I (General), Sentence 3.4.6.12.(1), Council strikes out “(2) and (3), and Article 3.4.5.14.” and substitutes “(2) and (3), and Articles 3.4.5.14. and 3.4.6.20.”.

11. In Division B of Book I (General), Sentence 3.4.6.16.(1), Council strikes out “(5) and (6) and Article 3.4.5.17.” and substitutes “(5) and (6), and Articles 3.4.6.17. and 3.4.6.20.”.

12. In Division B of Book I (General), after Article 3.4.6.19., Council adds:

**“3.4.6.20. Security Gates and Doors for Non-Residential Floor Areas**

**1)** This Article applies to buildings or parts of buildings classified as assembly occupancy, business and personal services occupancy, mercantile occupancy, medium hazard industrial occupancy, and low hazard industrial occupancy.

**2)** A security gate or security door is permitted to be installed in front of an exterior exit door of the building provided the installation and use conform to the Fire By-law.”.

13. In Division B of Book I (General), Sentence 3.1.3.2.(2), Council strikes out “Article 3.1.3.4. and Subsection 11.4.5.,” and substitutes “Articles 3.1.3.4. and 3.1.3.5., and Subsection 11.2.5.”.

14. In Division B of Book I (General), Sentence 3.2.5.12.(7), Council strikes out “for balconies and decks exceeding 610 mm in depth measured perpendicular to the exterior wall.” and substitutes “under exterior projections used to support balconies or decks that exceed 610 mm in depth measured perpendicular to the exterior wall.”

15. In Division B of Book I (General), Article 3.2.6.1., Council strikes out Sentences (1) and (2) and substitutes:

“**1)** Except as provided in Sentence (2) and (3), this Subsection applies to a *building*

- a) more than 18 m high, measured between *grade* and the floor level of the top *storey*, or
- b) containing a *floor area* or part of a *floor area* located above the third *storey* designed or intended as a Group B, Division 2 or 3 *occupancy*.

**2) Deleted.**

16. In Division B of Book I (General), Article 3.3.4.2., Council:

(a) strikes out Sentence (3) and substitutes:

“**3)** Floor assemblies within a *dwelling unit* need not be constructed as *fire separations* provided the dwelling unit complies with Sentence (6) or

a) the distance between the lowest floor level and the uppermost floor level within the *dwelling unit* is not more than 6 m, and

b) the *dwelling unit* is separated from the remainder of the *building* by a *fire separation* having a *fire-resistance rating* not less than

i) 1 h if the *building* is not *sprinklered* throughout,

ii) 45 min if the *building* is *sprinklered* throughout and it is not more than 3 *storeys* in *building height*, or

iii) 1 h if the *building* is *sprinklered* throughout and it is more than 3 *storeys* in *building height*.

”; and

(b) adds a new Sentence (6) in the correct numerical order:

**6)** Floor assemblies within a *dwelling unit* need not be constructed as *fire separations* provided

“a) the *dwelling unit* does not

- i) exceed 4 *storeys* in height, or
    - ii) include more than 1 *storey* of *basement*,
  - b) the *building* is *sprinklered*,
  - c) *means of egress* is provided directly to the exterior in accordance with Article 3.3.4.4.,
  - d) an unenclosed balcony or deck is provided directly accessed from the uppermost floor level, that
    - i) is not more than 10 m above adjacent ground,
    - ii) is not less than 1500 mm deep from the outside face of the exterior wall to the inside edge of the balcony with a clear width of not less than 1700 mm, and
    - iii) provides not less than 2 m<sup>2</sup> of balcony space for each bedroom, and
  - e) The balcony or deck required by Clause (d), shall be separated from the remainder of the *building* by a *fire separation* with not less than a 1 h *fire-resistance rating*, except
    - i) the *fire-resistance rating* may be not less than 45 min provided the *fire-resistance rating* required by Subsection 3.2.2. is permitted to be less than 1 h for the floor assembly below the *floor area*, and
    - ii) openings in the *fire separation* may be protected by a water curtain designed in conformance with Sentence 3.2.3.13.(5).
- (see Note A-3.3.4.2.(6)).

17. In Division B of Book I (General), Notes to Part 3, Council adds the following new Note in the correct alphanumerical order:

**“A-3.3.4.2.(6) Floor Fire Separations in Dwelling Units.** The provision of 3.3.4.2.(6) are intended to provide an alternative to the provisions of Clauses 3.3.4.2.(3)(a) and (b) that addresses complex residential building forms on sloped sites. Due to urban densification efforts, residential development is now occurring on denser and larger sites, the form of residential units are changing and they are frequently higher above adjacent ground surfaces due to stacked dwelling unit arrangements and sloped sites.

Because the establishment of a fire separation within a dwelling unit is generally impractical and unreliable, Sentence 3.3.4.2.(6) provides for the design of a protected balcony or deck to act as an area of refuge for occupants in the event they are cut-off from the means of egress by a rapidly developing fire.

The means of egress from a dwelling unit provided with a balcony or deck meeting Sentence 3.3.4.2.(6) is required to both be directly to the exterior and comply with Article 3.3.4.4., this may constrain the set of egress solution available under Article 3.3.4.4. In

most cases, this will be an exterior door directly at the adjacent ground level or may include a set of stairs discharging directly to the adjacent ground level. The adjacent ground level, as referred to in this Article and in 3.3.4.4. is not necessarily the same as grade, and may be an exterior hardscaped surface designed to be suitable for unimpeded occupant egress to a street, lane, or other public throughfare.”.

18. In Division B of Book I (General), Subsection 3.3.7., Council adds the following new Articles in the correct numerical order:

**“3.3.7.1. Scope**

**1)** This Subsection is intended to address issues of life safety through the security of buildings.

**3.3.7.2. Skylights**

**1)** All openable skylights shall be designed to prevent opening from the outside when in the closed and locked position.

**2)** All exterior skylight fasteners shall be tamperproof.

**3.3.7.3. Doors**

**1)** All entrance and exterior doors to dwelling units, doors between dwelling units and attached garages, and doors which provide direct or indirect access from storage garages to dwelling units shall conform to Subsections 9.6.1. and 9.7.3.

**3.3.7.4. Sidelights to Doors**

**1)** All sidelights to doors and all windows adjacent to doors located within 915 mm of the door locks shall conform to Sentence 9.6.1.4.(1).

**3.3.7.5. Exterior Sliding Windows**

**1)** In buildings of residential occupancy, all exterior windows with a sliding sash located within 5 m of finished grade, shall be provided with a positive, automatically locking mechanism and installed so that the sliding sash cannot be removed from its frame when in the locked position.

**3.3.7.6. Security Gates for Storage Garages**

**1)** Security gates installed at vehicle entrances or at secured areas in storage garages shall comply with the following provisions.

a) Except as required in Clause (1)(b), a security gate shall be designed and installed with clearance between the moving parts and adjacent surfaces which is sufficient to prevent injury or entrapment and is no greater than 100 mm.

b) If a horizontally sliding security gate opens by sliding into a pocket guard enclosure constructed against a wall,

- i) the clearance between the pocket guard enclosure and the wall surface shall be no greater than 25 mm; and
  - ii) the clearance between the pocket guard enclosure and the gate frame shall be no greater than 25 mm on each side of the gate frame.
- c) A security gate shall be designed and installed with
- i) a load sensitive device designed to reverse the gate on contact with an obstruction,
  - ii) a five second audible or visual warning device indicating the opening or closing of the gate, and
  - iii) a maximum clearance between the gate frame and wall surface of no more than 25 mm.”.

19. In Division B of Book I (General), Clause 3.3.7.7.(2)(b), Council strikes out the words “Subsection 3.2.6.”, and substitutes “Subsections 3.2.6. or 3.4.1.”

20. In Division B of Book I (General), Clause 3.3.7.7.(4)(b), Council adds “or above” after “*floor areas* at”.

21. In Division B of Book I(General), in Subclause 3.3.8.1.(1)(b)(ii), Council strikes out “steel mesh” and substitutes “steel mesh ceiling”.

22. In Division B of Book I (General), Council strikes out Subclause 3.3.8.1.(1)(c)(iii) and substitutes the following:

“iii) is equipped with a steel mesh ceiling not less than 460 mm below the sprinkler head, and”.

23. In Division B of Book I (General), in Article 3.8.5.4., at the end of the Article, Council adds the following new Sentences in the correct numerical order:

**4)** *Dwelling unit* entry doors shall conform with the requirements of Article 3.8.3.6.(11), except that they may have a clear space on the latch side on the in swing side of not more than 450 mm beyond the edge of the door opening, notwithstanding the requirements of Clause 3.8.3.6.(11)(a).

**5)** Doorways provided with power door operators, or provided with a special outlet box and cover plates that are designed, located and wired specifically to accommodate the future installation of a power door operator, may provide the clear floor space described in Sentence 3.8.3.6.(16).”.

24. In Division B, of Book I (General), in Sentence 8.2.1.3.(1), Council strikes out “located 2 m or more” and substitutes “located 2 m or less”.

25. In Division B, of Book I (General), in Clause 9.8.6.2.(4)(a), Council adds “house” after “single detached”.

26. In Division B, of Book I (General), in Sentence 9.9.9.1.(1), Council strikes out Clause (b) and substitutes the following:

“b) an *exit* doorway located not more than 2.0 m above adjacent ground level.”.

27. In Division B, of Book I (General), in Subsection 9.10.6., Council inserts the following new Article in the correct numerical order:

“9.10.6.3. Di-electric Liquid Filled Transformers

**1)** Where noncombustible surfaces are required by the “Electrical Safety Regulations” or its referenced standards, to prevent the exposure of combustible construction from di-electric liquid filled equipment, exterior wall assemblies and roof surfaces within the stipulated area may comply with the provision of Article 3.1.5.25.”.

28. In Division B, of Book I (General), in Article 9.10.9.16.(4)., Council:

(a) strikes out Sentence (4) and substitutes the following:

“**4)** Deleted.”; and

(b) strikes out Sentence (5) and substitutes the following:

“**5)** The *fire separation* required by Sentence (1), between the principal *dwelling unit* and a subordinate *ancillary residential unit*, in a *sprinklered building* may be constructed as

a) wall or partition assembly consisting of

i) not less than one layer of 1/2” Type C or 5/8” Type X wall board on wood or steel studs on each side,

ii) resilient channel installed on at least one side, and

iii) *noncombustible* insulation of at least 3-1/2” depth throughout, and

b) floor assemblies consisting of

i) not less than one layer of 1/2” Type C or 5/8” Type X wall board,

ii) with resilient channel, and

iii) at least 3-1/2” of *noncombustible* insulation.”.

29. In Division B, of Book I (General), in Article 9.10.15.4., Council:

(a) in Table 9.10.15.4., strikes out the header “**Maximum Area of Glazed Openings in Exterior Walls of Houses**” and substitutes “**Maximum Area of *Unprotected Openings* in Exterior Walls of Houses**”; and

(b) in Table 9.10.15.4., strikes out the column header “**Maximum Aggregate Area of Glazed Openings, % of Exposing Building Face Area**” and substitutes “**Maximum Aggregate Area of Unprotected Openings, % of Exposing Building Face Area**”.

30. In Division B of Book I (General), in Sentence 9.10.15.5.(14), Council strikes out “Sentence 9.10.15.4.(7)” and substitutes “Sentence 9.10.15.4.(8)”.

31. In Division B of Book I (General), in Article 10.2.2.21., in the header to Table 10.2.2.21.A, Council strikes out “**10.2.1.5.**”, and substitutes “**10.2.1.4.**”

32. In Division B of Book I (General), following Subsection 11.2.7.1., Council inserts the following new Article:

**“11.2.7.2. Alternative Compliance Measures for Energy Upgrades**

1) An existing residential *building* containing not more than two principal *dwelling units* may be converted into 2 or more strata lots, if the entire *building* is

- a) upgraded to comply with the domestic hot water heating requirements in Sentence 10.2.2.12.(1), and
- b) upgraded to comply with electric heating requirements in Sentences 10.2.2.13.(1) and 10.2.2.14.(1).”.

33. In Division B of Book I (General), Sentence 11.5.2.1.(1), Council strikes out “Flow Chart 11.5.2.1.-A, -B, and -C” and substitutes “Flow Chart No. 1, 2, and 3”.

34. In Division B of Book I (General), Article 11.5.2.1., in note (1) of Flow Chart No. 1 “RENOVATION PROJECT TYPE (Flow Chart No. 1)”, Council strikes out “11.5.1.1.(5)” and substitutes “11.5.2.1.(3)”.

35. In Division B of Book I (General), Article 11.5.2.1., in note (3) of Flow Chart No. 2 “CHANGE OF MAJOR OCCUPANCY CLASSIFICATION PROJECTS (Flow Chart No. 2)”, Council strikes out “11.5.1.1.(5)” and substitutes “11.5.2.1.(3)”.

36. In Division B of Book I (General), in Article 11.5.3.1.(2), in Table 11.5.3.1.(2) Council strikes out the row

“

\$0.00	to	N	N	N	N	N
\$142,999						

”; and substitutes

“

\$0.00	to	N	N	N	N	N
\$152,999						

”.



## EXPLANATION

### **A By-law to amend Electrical By-law No. 5563 Regarding BC Electrical Safety Regulation Changes and Miscellaneous Amendments**

The attached By-law will implement Council's resolution of April 1, 2026 to amend the Electrical By-law regarding BC Electrical Safety Regulation changes and miscellaneous amendments.

Director of Legal Services  
May 5, 2026

## BY-LAW NO.

### A By-law to amend Electrical By-law No. 5563 Regarding BC Electrical Safety Regulation Changes and Miscellaneous Amendments

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

1. This by-law amends the indicated provisions of Electrical By-law 5563.
2. In Section 1.3, Council inserts the following new definition in the correct alphabetical order:  
  
““energy management system” is a means used to control loads through the process of connecting, disconnecting, increasing, or reducing electric power to the loads and consisting of any of the following: a monitor(s), communications equipment, a controller(s), a timer(s), and other applicable device(s).”.
3. Council adds a new section 5.25A in the correct alphanumerical order as follows::  
  
“5.25A If errors or omissions in a permit application are identified by the City Electrician during the application intake and review process and an applicant resubmits the application, the resubmission shall be accompanied by the application resubmission review fee as set out in Schedule A of this By-law, and the City Electrician may extend the six month limitation set out in section 5.26.”.
4. In Section 5.27, after wording “If a permit application has expired as outlined in Section 5.26” Council inserts “, is void”.
5. Council strikes out Section 7.1 and substitutes the following:  
  
“7.1 Council adopts and makes part of this By-law the Canadian Electrical Code, Part I, 26th Edition, Safety Standard for Electrical Installations, Canadian Standards Association Standard C22.1:24, subject to any variations adopted pursuant to the Safety Standards Act.”.
6. Council adds a new section 7.3.8 in the correct numerical order as follows:  
  
“7.3.8 Energy Management Systems  
  
(a) Electrical installations for energy management systems, including the service capacity of the installation and the number and distribution of circuits and receptacles, shall conform to the Canadian Electrical Code, Part I.  
  
(b) The performance of the energy management system must be established to the satisfaction of the City Electrician.”.
7. In Schedule A, Council adds a new Section 14 in the correct numerical order as follows:  
  
“**14. The fee for a review of a resubmitted permit application where errors or omissions were identified during the application intake and review process pursuant to Section 5.25A shall be** **\$282.00**”



## EXPLANATION

### **A By-law to amend the Ticket Offences By-law No. 9360 regarding miscellaneous amendments**

This by-law authorizes the Chief Building to enforce the Noise By-law by ticket information and clarifies that the Chief Building Official includes all building inspectors. It is considered to be a minor housekeeping amendment.

Director of Legal Services  
May 5, 2026

