



COUNCIL REPORT

Report Date: April 23, 2026
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Meeting Date: May 19, 2026
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TO: Vancouver City Council

FROM: General Manager of Engineering Services in consultation with the Director of Real Estate Services

SUBJECT: Lease of a Portion of the Coal Harbour Seawalk, Adjacent to 333 Menchions Mews

Recommendations

- A. THAT Council close, stop-up, and lease to 562270 B.C. Ltd. the registered owner of the abutting lands at 333 Menchions Mews (“the Lessee”), that approximately 11.8 square metre portion of the Coal Harbour Seawalk shown in bold outline on the sketch plan attached as Appendix A (the “Lease Area”), and authorize the Director of Real Estate Services to execute a lease (the “Lease”), subject to the terms and conditions noted in Appendix B.
- B. THAT no legal rights or obligations shall arise or be created between the City and the Lessee unless and until a legally binding lease agreement is fully executed, to the satisfaction of the Director of Legal Services.

Purpose and Executive Summary

This report seeks Council approval to enter into a lease for a portion of the Coal Harbour Seawalk with the adjacent owner of 333 Menchions Mews for a ten (10) year term plus one (1) option to renew for an additional ten (10) years, to accommodate an enclosed lobby area for the existing restaurant, Lift Bar and Grill.

Council Authority/Previous Decisions

The authority for closing and disposing of streets and lanes is set out in the *Vancouver Charter*. Pursuant to Section 289A(a), Council may, by lease or licence, permit the use of stopped-up and closed surfaces of streets by the occupants of abutting property that is zoned for other than residential use.

On July 20, 2004 ([RTS04373](#)) Council authorized a twenty (20) year lease agreement with the

owner of 333 Menchion Mews as a condition of the approved development conditions at the time. The Lessee has been using and maintaining the entranceway lobby since the original lease was granted.

City Manager's Comments

The City Manager concurs with the foregoing recommendations.

Context and Background

On November 5, 1993 the Coal Harbour Seawalk was dedicated as road along with the creation of abutting Lot T through the registration of Plan LMP12980. On June 24, 2002 the Development Permit Board approved the construction of a two-storey Restaurant/Marine Pub on this parcel, which included the application to build an "enclosed lobby area" encroaching onto City road, as shown within heavy outlined in Appendix A.

The owner originally sought to validate the lobby encroachment by the City's standard encroachment agreement. As the lobby area will form a habitable and integral part of the restaurant, the City's standard encroachment agreement is not an acceptable method to secure the private use of the area. The Director of Real Estate Services entered negotiations for a lease over the afore-mentioned area and this original lease was registered on December 1, 2004 for a twenty (20) year term.

Discussion

The design of the Restaurant/Pub is such that it is on a platform connected by bridges to the seawall walkway forming Coal Harbour Seawalk. The area to be leased extends 3.05 metres (10 feet) onto Coal Harbour Seawalk and is well clear of pedestrian traffic along the Seawalk, as shown outlined yellow in Appendix C and is the same area as has been leased since 2004.

The proposed lease provides for the indemnification of the City and will require that the Lessee retain responsibility for the ongoing maintenance and oversight of the enclosed entrance lobby. Any potential future municipal use of the Lease Area will be assured through the cancellation provisions in the lease.

The existing decorative building façade, restaurant deck structure, access ramps and utility services encroaching onto City Street are all validated by Encroachment Agreements registered on the title of Lot T.

The annual rent, as recommended by the Director of Real Estate Services is to be \$1500.00 inclusive of property taxes as if levied plus GST and PST as applicable.

The Lease will be drawn to the satisfaction of the General Manager of Engineering Services, the Director of Legal Services and the Director of Real Estate Services.

The Restaurant is currently overholding the previous lease which expired on December 1, 2024. The lease renewal would be retro-active to December 1, 2024.

Financial Implications

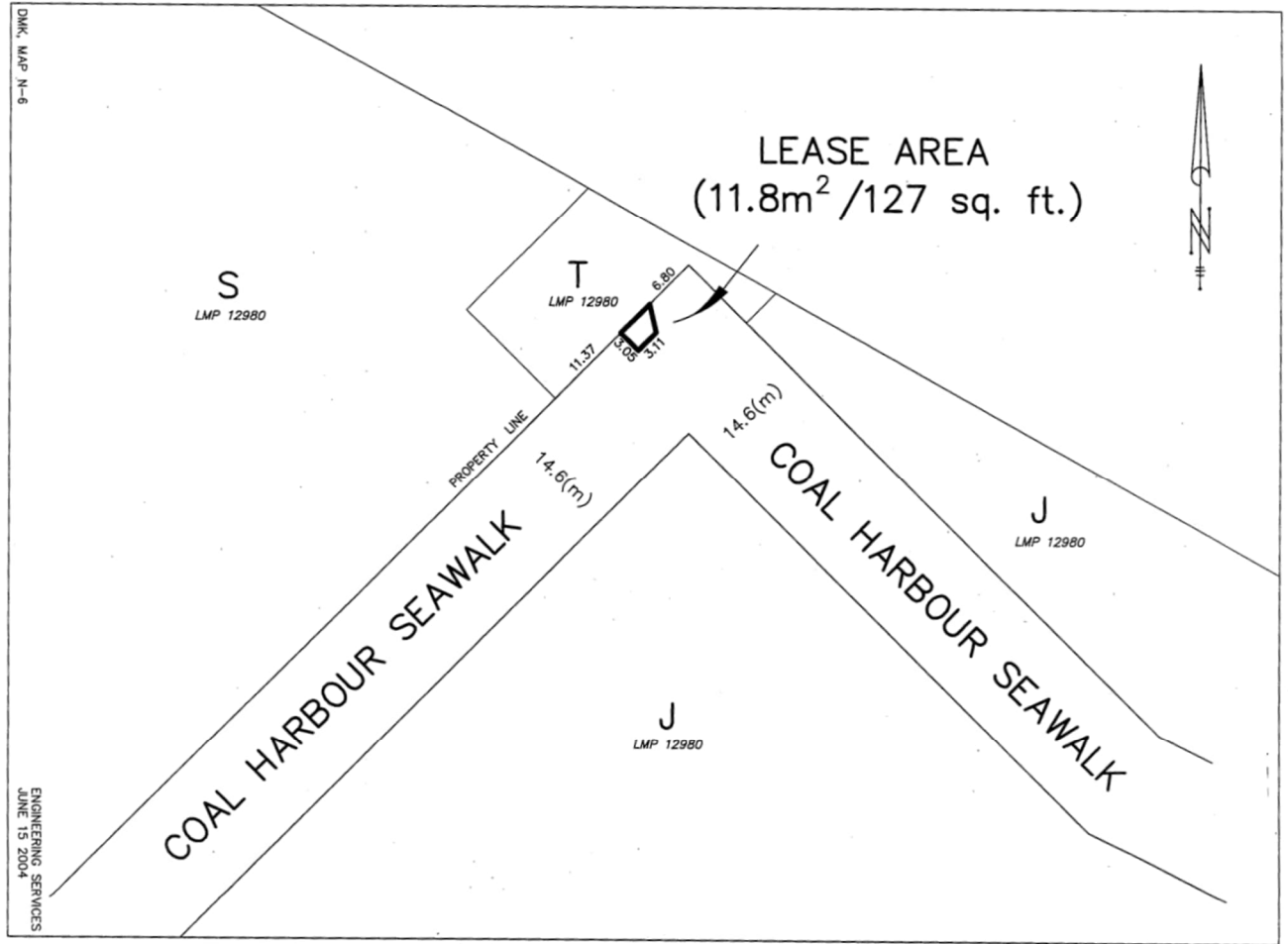
The annual rental amount, as recommended by Real Estate Services to be \$1500 inclusive of property taxes as levied plus GST and PST as applicable.

Legal Implications

There are no legal implications associated with this report's recommendations.

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APPENDIX A LEASE AREA SKETCH



APPENDIX B
TERMS AND CONDITIONS OF LEASE

1. The Lease Area is to be leased to the owner of 333 Menchions Mews ([PID: 018-567-347] Lot T of the Public Harbour of Burrard Inlet Plan LMP12980) for purposes related to the existence and use of an enclosed entrance / lobby structure adjoining a restaurant.
2. The lease shall be for a term of ten (10) years and shall include one (1) option to renew for an additional ten (10) years as well as a 12-month notice of cancellation should the Lease Area be required for any municipal purpose.
3. Annual rent to be \$1500.00 per year.
4. The Lessee shall be responsible for:
 - a. Maintenance and repairs of the Lease Area;
 - b. Insurance to the satisfaction of the Director of Risk Management;
 - c. Indemnities to the City for all liabilities to the satisfaction of the Director of Legal Services;
5. The Lessee is to be responsible for all necessary costs; and
6. Any agreements are to be drawn to the satisfaction of the Director of Legal Services, the Director of Real Estate Services and the General Manager of Engineering Services.

**APPENDIX C
LEASE AREA IMAGES**

