EXPLANATION

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

At the Council meeting on April 14, 2026, Council gave conditional approval to the rezoning of the sites at 3803-3823 West 10th Avenue and 2553 Highbury 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
July 28, 2026

3803-3823 West 10th Avenue and
2553 Highbury Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (933).

Uses

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

(a) Cultural and Recreational Uses;

(b) Dwelling Uses, limited to Multiple Dwelling;

(c) Institutional Uses;

(d) Live-Work Use;

(e) Manufacturing Uses;

(f) Office Uses;

(g) Retail Uses;

(h) Service Uses;

(i) Utility and Communication Uses; and

(j) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

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

(a) be suitable for family housing; and

(b) have two or more bedrooms.

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

(a) display of flowers, plants, fruits and vegetables in combination with a permitted use;

(b) farmers' market;

(c) neighbourhood public house;

(d) public bike share; and

(e) restaurant,

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,722.9 m^2, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The maximum floor space ratio for all uses combined is 3.50.

5.3 The total floor area for commercial uses must be a minimum of 594.9 m^2.

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

5.5 Computation of floor area must exclude:

(a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:

(i) the total area of these exclusions must not exceed 12% of the permitted floor area, and

(ii) the balconies must not be enclosed for the life of the building;

(b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;

(c) floors or portions thereof that are used for:

(i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,

(ii) bicycle storage, and

(iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;

(d) entries, porches and verandahs if the Director of Planning first approves the design;

(e) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m^2 per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and

(f) all storage area below base surface for non-dwelling uses.

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

Building Height

6.1 Building height must not exceed 22 m.

6.2 Despite section 6.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, the Director of Planning, after considering the impact on building placement, massing, views, overlook, shadowing and noise, may permit architectural features, common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, or any other appurtenances that the Director of Planning considers similar to the foregoing, to exceed the maximum building height.

Access to Natural Light

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

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

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



The properties outlined in black (▬) are rezoned:
From **RR-3B** to **CD-1**

RZ- 3803-3823 West 10th Avenue & 2553 Highbury Street	map: 1 of 1 scale: NTS	↑

City of Vancouver

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 15, 2020, Council gave conditional approval to the rezoning of the site at 2336-2366 Charles 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
July 28, 2026

2336-2366 Charles Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-777 (b) 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 (934).

Uses

3. Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted within CD-1 (934) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

(a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;

(b) Cultural and Recreational Uses, limited to Arts and Culture Indoor Event, Artist Studio;

(c) Institutional Uses, limited to Child Care Facility;

(d) Office Uses, limited to Financial Institution, General Office, and Health Care Office;

(e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Neighbourhood Grocery Store, Public Bike Share, Retail Store, and Secondhand Store;

(f) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade;

(g) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

(a) farmers' market;

(b) public bike share;

(c) neighbourhood public house;

(d) restaurant; and

(e) display of flowers, plants, fruits and vegetables.

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

(a) be suitable for family housing;

(b) include two or more bedrooms; and

(c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 1,583.9 m^2, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 3.2.

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

5.4 Computation of floor area must exclude:

(a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:

(i) the total area of all such exclusions must not exceed 12% of the permitted floor area for dwelling units; and

(ii) the balconies must not be enclosed for the life of the building;

(b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;

(c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length; and

(d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m^2 for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted residential floor area.

5.6 The use of floor area excluded under section 5.4 or 5.5 must not include any use other than that which justified the exclusion.

Building Height

6. Building height, measured from base surface, must not exceed 22.0 m.

Horizontal Angle of Daylight

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

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

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

(b) the largest building permitted under the zoning on any site adjoining CD-1 (934).

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

(a) a bathroom; or

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

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

(ii) 9.3 m^2.

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (934).

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2026

_____

Mayor

_____

City Clerk

Schedule A



The properties outlined in black (■) are rezoned:
From **RT-5 & C-1** to **CD-1**

Z-777 (b)

RZ - 2336-2366 Charles Street	map: 1 of 1 scale: NTS
City of Vancouver	date: 2020-08-24

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 February 5, 2026, Council gave conditional approval to the rezoning of the site at 8080 Yukon Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached CD-1 by-law, as amended at the July 14, 2026 Council meeting for the increase of allowable height in sub-area A, will implement Council's resolution.

Director of Legal Services
July 28, 2026

8080 Yukon Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

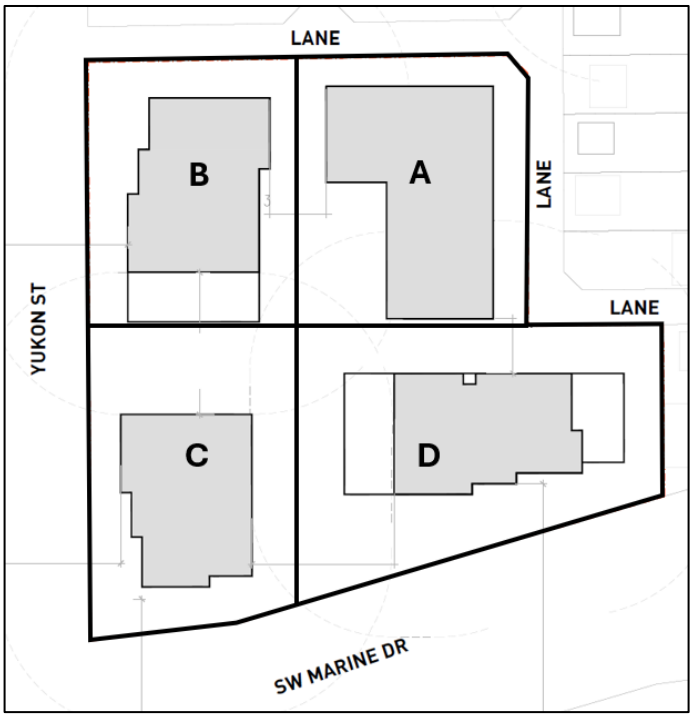
Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (935).

Sub-areas

3. The site is to consist of 4 sub-areas generally as illustrated in Figure 1, solely for the purposes of establishing maximum permitted floor area and building height for each sub-area.

Figure 1: Sub-areas



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) Dwelling Uses, limited to Apartment;

(b) Utility and Communication Uses; and

(c) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

5.1 All residential floor area must be used for social housing.

5.2 The design and layout of at least 30% of the total dwelling units must:

(a) be suitable for family housing; and

(b) have 2 or more bedrooms,

except that the Director of Planning may decrease the requirements of this section 5.2 to no less than 27% of the total number of dwelling units, having regard to the needs and priorities of the non-profit operator as demonstrated by the non-profit operator at the development permit application stage.

Floor Area and Density

6.1 The total floor area for all uses combined must not exceed 58,190 m^2.

6.2 The floor area for all permitted uses in each sub-area must not exceed the maximum permitted floor area for that sub-area, as set out in Table 1.

Table 1: Permitted Floor Area

Sub-area	Maximum Permitted Floor Area (m^2)
A	5,528 m^2
B	17,265 m^2
C	18,386 m^2
D	17,011 m^2

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

6.4 Computation of floor area 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^2 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.

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

Building Height

7.1 Building heights in each sub-area must not exceed the permitted height for that sub-area.

Table 2: Permitted Building Height

Sub-area	Building Height
A	25.3 m
B	78.8 m
C	97.0 m
D	84.6 m

7.2 Despite section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, the Director of Planning, after considering the impact on building placement, massing, views, overlook, shadowing and noise, may permit architectural features, common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, or any other appurtenances that the Director of Planning considers similar to the foregoing, to exceed the maximum building height.

Access to Natural Light

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

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

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



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

RZ- 8080 Yukon Street	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2026-02-05	

EXPLANATION

A By-law to Repeal CD-1 (88) By-law No. 4775

Following the Public Hearing on February 5, 2026, Council resolved to repeal CD-1 (88) By-law No. 4775 for 8080 Yukon Street. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 28, 2026

8080 Yukon Street

BY-LAW NO. _____

A By-law to Repeal CD-1 (88) By-law No. 4775

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

1. This by-law repeals CD-1 (88) By-law No. 4775.

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

Following the Public Hearing on May 20, 2025, Council gave conditional approval to the rezoning of the site at 2180 West 6th 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
July 28, 2026

2180 West 6th Avenue

BY-LAW NO.

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

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 (936).

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 6.6 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) Dwelling Uses, limited to Mixed-Use Residential Building;

(b) Institutional Uses, limited to Child Day Care Facility;

(c) Retail Uses;

(d) Service Uses; and

(e) 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 except for:

(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 1,672 m^2, 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 must not exceed 7.76.

6.3 A minimum of 164 m^2 must be provided for commercial uses at the ground level.

6.4 A minimum of 429 m^2 of floor area must be used for child day care facility use secured to the City's satisfaction for public use and benefit.

6.5 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.

6.6 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 15% 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^2 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.

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

6.8 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.

Building Height

7.1 Building height must not exceed 79.6 m.

7.2 Despite section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed 85.0 m.

Access to Natural Light

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

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

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



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

RZ- 2180 West 6th Avenue	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2025-05-20	

#1830681v4

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 May 30, 2024, Council gave conditional approval to the rezoning of the site at 130-150 West Broadway and 2520 Columbia 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
July 28, 2026

130-150 West Broadway and
2520 Columbia Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

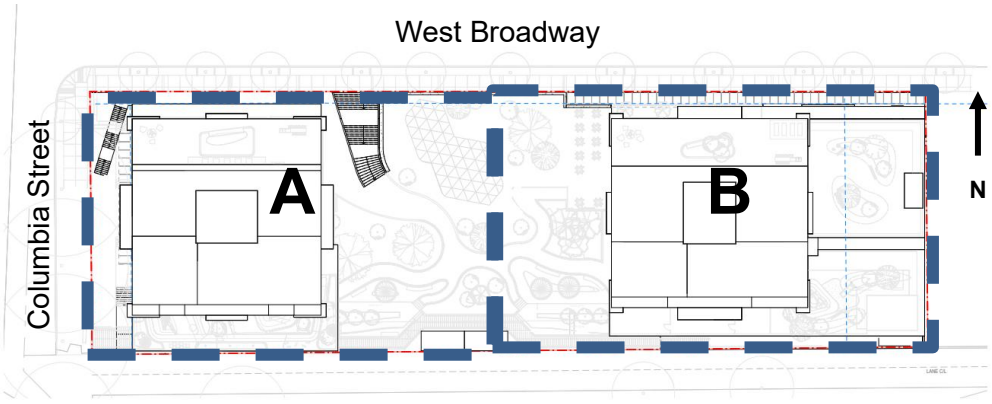
Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (937).

Sub-areas

3. The site is to consist of two sub-areas generally as illustrated in Figure 1, solely for the purposes of establishing the maximum permitted building height for each sub-area.

Figure 1: Sub-areas



Uses

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

(a) Cultural and Recreational Uses;

(b) Dwelling Uses, limited to Mixed-Use Residential Building;

(c) Institutional Uses;

(d) Live-Work Uses;

(e) Office Uses;

(f) Retail Uses;

(g) Service Uses;

(h) Utility and Communication Uses; and

(i) Accessory Uses customarily ancillary to the above use.

Conditions of Use

5.1 The design and layout of at least 35% of the units must:

(a) be suitable for family housing; and

(b) have 2 or more bedrooms.

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

5.3 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building, 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 4,878.1 m^2, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

6.2 The maximum floor space ratio for all uses combined is 8.5.

6.3 The floor space ratio for non-dwelling uses must not be less than 0.93.

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^2 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 from the computation of floor area:

(a) common amenity areas, to a maximum of 10% of the total permitted floor area; and

(b) additional floor area as required to meet licensing requirements for the Child Day Care Facility,

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

Building Height

7.1 Building height in each sub-area must not exceed the permitted height for that sub-area, as set out in Table 1.

7.2 Despite section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits common rooftop amenity space or mechanical appurtenances including elevator overrun and rooftop access structures in a sub-area the height of the portions of the building with the permitted common rooftop amenity space or mechanical appurtenances must not exceed the permitted building height for the sub-area as set out in Table 1, except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver's View Protection Guidelines.

Table 1: Permitted Building Height

Sub-area	Building Height	Building height for portions of the building with permitted common rooftop amenity spaces or mechanical appurtenances
A	89.9 m	98.7 m
B	67.1 m	76.7 m

Horizontal Angle of Daylight

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

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

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

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

8.5 An obstruction referred to in section 8.3 above means:

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

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

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

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

(b) the minimum distance of unobstructed view is at least 3.7 m.

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



The property outlined in black (▬) is rezoned:
From **C-3A** to **CD-1**

RZ - 130-150 West Broadway & 2520 Columbia Street	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph: 2024-05-30	

EXPLANATION

A By-law to amend
Southeast False Creek Official Development Plan By-law No. 9073
regarding optimum heights

Enactment of the attached by-law will accomplish Council's resolution of February 26, 2026 to amend the Southeast False Creek Official Development Plan By-law to increase the maximum permitted and optimum heights in Area 2A, consequential to the rezoning of site at 215 West 1st Avenue.

Director of Legal Services
July 28, 2026

215 West 1st Avenue

BY-LAW NO. _____

A By-law to amend
Southeast False Creek Official Development Plan By-law No. 9073
regarding optimum heights

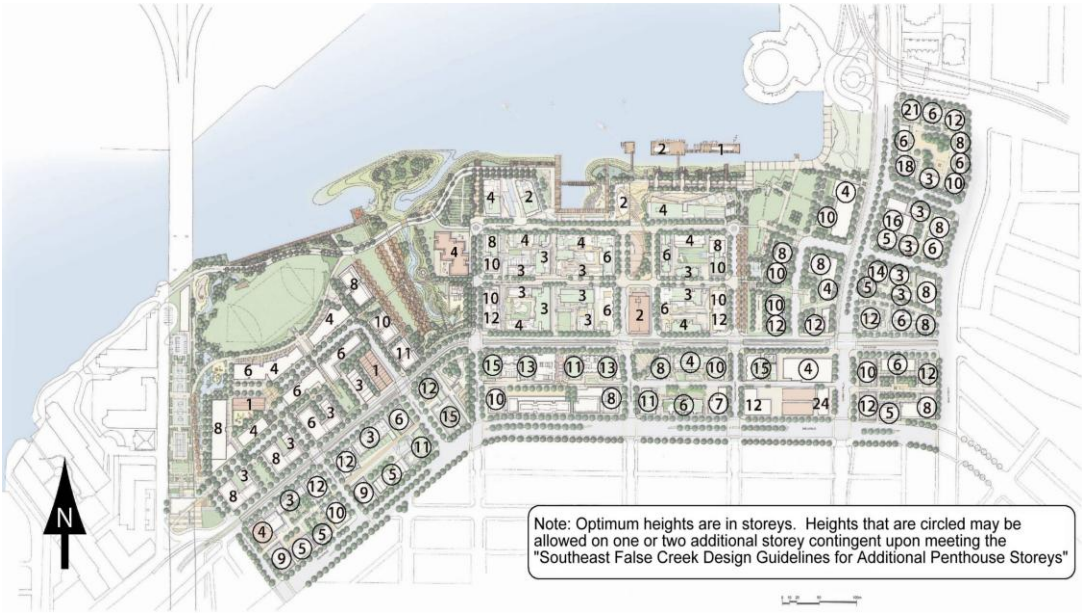
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This by-law amends Schedule A of the Southeast False Creek Official Development Plan By-law No. 9073.

2. In Figure 9, Council strikes out “13.5 m” and substitutes “18.8 m”.

3. Council strikes out Figure 10, titled “Optimum Heights”, and substitutes the following:

“**Figure 10: Optimum Heights**



”.

NACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
CD-1 (454) By-law No. 9454

Following the Public Hearings on February 12 and 26, 2026, Council resolved to amend CD-1 (454) for 215 West 1st Avenue to increase the maximum building height to permit a four-storey elementary school. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 28, 2026

215 West 1st Avenue

BY-LAW NO. ____

A By-law to amend
CD-1 (454) By-law No. 9454

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

1. This by-law amends the indicated provisions of By-law No. 9454.

2. Council strikes out section 7.1 and substitutes the following:

> "**7.1** In sub-area 1, the building height, measured above base surface, and to the top of the roof slab above the uppermost habitable floor excluding parapet wall must not exceed 18.8 m.".

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
CD-1 (519) By-law No. 10404

Following the Public Hearing on February 17, 2026, Council resolved to amend CD-1 (519) to increase the number of permitted slot machines for the site at 39-65 Smithe Street (Parq Casino). The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

39-65 Smithe Street

BY-LAW NO. ____

A By-law to amend
CD-1 (519) By-law No. 10404

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

1. This by-law amends the indicated provisions of By-law No. 10404.

2. In section 4, Council strikes out “600” and substitutes “900”.

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
CD-1 (843) By-law No. 13588

Following the Public Hearing on February 26, 2026, Council resolved to amend CD-1 (843) at 888 West Broadway (formerly 878-898 West Broadway) to change the use of the 11-storey (West) tower from hotel to residential. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

888 West Broadway

BY-LAW NO. ____

A By-law to amend CD-1 (843) By-law No. 13588

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

1. This by-law amends the indicated provisions of By-law No. 13588.

2. Council renumbers sections 3 through 8 as sections 4 through 9, respectively.

3. Council adds a new section 3 as follows:

"**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.".

4. In section 4, Council:

(a) renumbers subsections (b) through (f) as subsections (c) through (g), respectively;

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

"(b) Dwelling Uses, limited to Mixed-Use Residential Building;"; and

(c) strikes out subsection (f) and substitutes the following:

"(g) Accessory Uses customarily ancillary to the uses permitted in this section.".

5. Council strikes out section 5 and substitutes the following:

"**Conditions of Use**

5.1 A minimum of 10% 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) include 2 or more bedrooms, of which at least 5% of the total dwelling units must be 3-bedroom units.

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

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

(a) display of flowers, plants, fruits and vegetables in 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.".

6. Council strikes out section 6 and substitutes the following:

"**Floor Area and Density**

6.1 Computation of floor area must assume that the site area is 3,777.4 m^2, being the site area at the time of the application for the rezoning evidenced by this by-law prior to any dedications.

6.2 The maximum floor space ratio for all uses combined is 8.96.

6.3 The total floor area for dwelling uses must not exceed 7,564.7 m^2.

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^2 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 10% of excluded floor area above base surface must be located within the below-market rental units as storage area.".

7. 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

Authorization to enter into a Housing Agreement
Re: 701 Kingsway

After public hearings on November 12 and 14, 2024, Council approved in principle the land owner's application to rezone the above noted property from C-2 (Commercial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was approved by Council under By-law No. 14327 and registered on title to the development lands under land title registration numbers CB2087820 to CB2087821 (the "**Original Housing Agreement"**).

This new Housing Agreement is intended to replace the Original Housing Agreement in accordance with the amendments to the Housing Agreement Condition, approved by City Council on April 14, 2026, pursuant to the Rental Development Relief Program.

The new Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner. Upon registration of this new Housing Agreement on title to the development lands, the City will seek a repeal of By-law No. 14327 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement
For 701 Kingsway

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

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

032-553-374	Lot A Block 102 District Lot 301 Group 1 New Westminster District Plan EPP144753

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Lawson Lundell LLP (Lovneet Aujla/Nikka Borja)
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
604.631.9190

File no. 40201-169497
701 Kingsway - RDRP Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
032-553-374	**LOT A BLOCK 102 DISTRICT LOT 301 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP144753**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**
PRIORITY AGREEMENT		**Granting the Covenant with one registration number less than this priority agreement priority over Mortgage CB2622189 and Assignment of Rents CB2622190**
PRIORITY AGREEMENT		**Granting the Covenant with two registration number less than this priority agreement priority over Mortgage CB2767602 and Assignment of Rents CB2767603**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

QUALEX-LANDMARK FRASER HOLDINGS INC., NO.BC1349504

BANK OF MONTREAL, AS TO PRIORITY

6. Transferee(s)

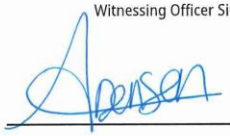
CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms

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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 2026-07-03	**QUALEX-LANDMARK FRASER HOLDINGS INC.** By their Authorized Signatory  **Name:** Cyrus Navabi **Name:**

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

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	**BANK OF MONTREAL** By their Authorized Signatory **Name:** **Name:**

Officer Certification

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

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LTSA

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.

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TERMS OF INSTRUMENT - PART 2

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

701 KINGSWAY

WHEREAS:

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

(i) the Transferor, **QUALEX-LANDMARK FRASER HOLDINGS 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 C-2 (Commercial) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 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, which condition was amended by City Council on April 14, 2026 as the development on the Lands contemplated by the Rezoning By-law is eligible for the Rental Development Relief Program (collectively, the "**Housing Condition**"); and

D. a Stage One Building Permit was issued to the Owner on February 20, 2026 under no. BP-2025-00077 (the "**Issued Stage One Building Permit**); and

E. 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) "**Approved Housing Operator**" means a "public housing body" as such term is defined in the *Residential Tenancy Regulation* (British Columbia);

(c) "**Approved Operator Lease**" means a lease of all of the Below-Market Rental Housing Units to an Approved Housing Operator, in a form acceptable to the General Manager of Planning, Urban Design and Sustainability (provided, however, that the Owner has no obligation to request or implement such a lease);

(d) "**Below-Market Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with rents per unit type that meet the requirements of Section 2.1(o) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and in compliance with the Broadway Plan;

(e) "**Below-Market Rental Housing Rent Roll**" means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;

(f) "**Below-Market Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;

(g) "**Below-Market Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(c) and "**Below-Market Rental Housing Unit**" means any one of such units;

(h) "**Broadway Plan**" means the community plan approved by City Council in 2022, as amended from time to time thereafter and as may be further amended from time to time hereafter, which provides for, *inter alia*, the 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, provided, however, that any amendment to such community plan increasing the minimum residential floor area required to be made available to Below-Market households shall not apply under this Agreement;

(i) "**Building Permit**" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the

Development Permit;

(j) "**City**" and "**City of Vancouver**" have the meaning ascribed to those terms in Recital A(ii);

(k) **"City Council"** means the elected council of the City of Vancouver;

(l) "**City Manager**" means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;

(m) "**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;

(n) **"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;

(o) "**Development Permit**" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;

(p) "**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;

(q) **"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;

(r) "**Effective Date**" means the date as of which this Agreement has been executed by all parties to it;

(s) **"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;

(t) **"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;

(u) **"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);

(v) **"For-Profit Affordable Rental Housing Parcel"** means, if the Lands are subdivided by way of the Subdivision, the air space parcel containing, *inter alia*, all of the For-Profit Affordable Rental Housing Units, which for clarity shall include all Below-Market Rental Housing Units;

(w) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;

(x) "**General Manager of Planning, Urban Design and Sustainability**" means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegatees and their respective nominees;

(y) "**Income**" of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:

(i) income assistance;

(ii) employment, including regular overtime, vacation pay and gratuities;

(iii) self-employment, including commission sales;

(iv) seasonal employment;

(v) Employment Insurance and WorkSafe BC insurance;

(vi) training allowances;

(vii) income from the Resettlement Assistance Program;

(viii) child support, maintenance payments or support from family/ friends/community;

(ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and

(x) pension incomes including:

(A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);

(B) senior's supplement;

(C) private pension plans including Registered Retirement Income Funds;

(D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.

(E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada; and

(F) foreign pensions,

but does not include:

(xi) earnings of dependent children aged 18 and under (regardless of student status);

(xii) student loans, equalization payments, student grants and scholarships;

(xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;

(xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;

(xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;

(xvi) Universal Child Care Benefits;

(xvii) BC Childcare Subsidy;

(xviii) income from foster parenting;

(xix) Child in Home of Relative and Extended Family Program;

(xx) income from approved live-in care givers; and

(xxi) GST and Income Tax rebates;

(z) "**Issued Stage One Building Permit**" has the meaning ascribed to that term in Recital D;

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

(bb) "**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;

(cc) "**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;

(dd) "**Modification Agreement**" has the meaning ascribed to that term in Section 2.1(o)(v);

(ee) "**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;

(ff) "**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;

(gg) "**Occupants**" means persons for whom a Rental Housing Unit serves as their Principal Residence and an "**Occupant**" means any one of them, as the context requires;

(hh) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, QUALEX-LANDMARK FRASER HOLDINGS INC., and its successors and assigns;

(ii) "**Owner's Personnel**" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;

(jj) "***Personal Information Protection Act***" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;

(kk) "**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;

(ll) "**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;

(mm) **Rental Development Relief Program**" means the Rental Development Relief Program approved by City Council on December 10, 2025;

(nn) "**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;

(oo) **"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;

(pp) "**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;

(qq) "***Residential Tenancy Act***" means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;

(rr) ***"Residential Tenancy Regulation"*** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;

(ss) "**Rezoning Application**" has the meaning ascribed to that term in Recital C;

(tt) "**Rezoning By-law**" has the meaning ascribed to that term in Recital C;

(uu) **"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;

(vv) **"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;

(ww) "**Subdivision**" means a subdivision of the Lands by the deposit of an air space subdivision plan to enable, *inter alia*, all of the For-Profit Affordable Rental Housing Units to be contained within the For-Profit Affordable Rental Housing Parcel;

(xx) **"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;

(yy) **"Tenant"** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;

(zz) "**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;

(aaa) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);

(bbb) "***Vancouver Charter***" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and

(ccc) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

(a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

1. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

(e) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto in force on the Effective Date, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

(a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;

(b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

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

(d) not less than:

(i) 35% of the For-Profit Affordable Rental Housing Units; and

(ii) 35% of the Below-Market Rental Housing Units;

will have two or more bedrooms;

(e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:

(i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;

(ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Below-Market Rental Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;

(iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;

(iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;

(v) each Tenancy Agreement shall include:

(A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;

(B) the names of all Occupants of the respective Below-Market Rental Housing Unit;

(C) a term that is not less than 30 consecutive days;

(D) clauses providing that:

I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;

II. any person not identified in the Tenancy Agreement shall not reside at the Below-Market Rental Housing Unit for more than

60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;

III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;

IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;

V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and

VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in part, except to an Eligible Person and with the consent of the Owner, provided that:

a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and

b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and

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

(E) a clause:

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

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

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

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

(A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;

(B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;

(C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and

(D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;

(f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;

(g) in connection with Section 2.1(e), throughout the Term, the Owner shall:

(i) prior to renting a Below-Market Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Below-Market Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Below-Market Rental Housing Unit upon occupancy; and

(ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of

Planning, Urban Design and Sustainability may deem necessary, that such Tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 30 consecutive days at a time;

(i) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies or by way of an Approved Operator Lease (provided that the Owner and Approved Housing Operator will deliver a written covenant to the City, in a form acceptable to the General Manager of Planning, Urban Design and Sustainability wherein, *inter alia*, the Approved Housing Operator agrees to be comply with the obligations of the Owner herein with respect to the lease or sublease of Below-Market Housing Units), it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;

(j) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;

(k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(j), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

(l) the Owner will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;

(m) if the New Building or any part thereof, is damaged, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred reasonable wear and tear excepted;

(n) the Owner will insure, or cause to be insured the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

(o) with respect to the Below-Market Rental Housing Units:

(i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is equal to the average rents for private

apartments 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);

(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 R*esidential 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

(v) notwithstanding Section 2.1(o)(i), if the Issued Stage One Building Permit is revoked or expires, the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 10% below the average rents for private apartments 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, and

subject to approval by City Council, in accordance with Section 565.2(4) of the *Vancouver Charter*, the parties agree to execute, in registrable form, a modification or replacement of this Agreement (the "**Modification Agreement**") in a form acceptable to the Director of Legal Services which, *inter alia*, replaces the maximum rental rates for the Below-Market Rental Housing Units in Section 2.1(o)(i) of this Agreement with the maximum rental rates in this Section 2.1(o)(v). The Owner will deliver the Modification Agreement to the Director of Legal Services for execution by the City, following approval by City Council, and once fully executed the Owner will take all necessary steps, at its sole cost and expense, to register the Modification Agreement against title to the Lands at the LTO together with a Housing By-law Notice to the satisfaction of and in priority acceptable to the Director of Legal Services prior to issuance of any Occupancy Permit for any New Building on the Lands.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

(a) the Lands and the New Building will not be used or occupied except as follows:

(i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the initial rent amounts proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

(ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i);

(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; and

(c) for certainty, the Owner is deemed to have satisfied the requirements of this Section 3.1 in respect of the Issued Stage One Building Permit.

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:

(A) 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

(B) if a Modification Agreement is required under Section 2.1(o)(v), the Modification Agreement and the Housing By-law Notice are fully registered at the LTO to the satisfaction of and in priority acceptable to the Director of Legal Services; 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. Except in each case to the extent attributable to the wrongful intentional acts or gross negligence of the City or the City Personnel and 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); and

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

7.3 Survival of Release and Indemnities. The release and indemnities in this Article 8 will remain effective, and survive any modification of, or partial release or release of the

covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 8
SUBDIVISION OF THE LANDS

8.1 Subdivision of the Lands: Notwithstanding Section 2.1(j):

(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 For-Profit Affordable Rental Housing Units to be contained within the For-Profit Affordable Rental Housing Parcel; and

(b) following the Subdivision and the issuance of an occupancy permit for the For-Profit Affordable Rental Housing Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the For-Profit Affordable Rental Housing Parcel, and the City will on request of the Owner execute and deliver a registrable partial discharge of this Agreement in respect of such other parcel(s), provided that:

(i) the Director of Legal Services is satisfied that such partial discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units or in respect of the For-Profit Affordable Rental Housing Parcel pursuant to this Agreement;

(ii) any such partial 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 partial discharge; and

(iv) the preparation and registration of the any such partial discharge will be without cost to the City.

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 12th Avenue
Vancouver, British Columbia
V5Y 1V4

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

If to the Owner, addressed to:

Qualex-Landmark Fraser Holdings Inc.
670 - 999 Canada Place
Vancouver, British Columbia
V6C 3E1

Attention: President

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

ARTICLE 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 10.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.

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; 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.

10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner or Approved Housing Operator delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner or Approved Housing Operator, including any error by the Owner or Approved Housing Operator in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act or Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

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

(b) the Below-Market Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Below-Market Rental Housing Unit is rented to the applicable Tenant.

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

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

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

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

addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

10.8 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

10.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage and assignment of rents, where the mortgagee: (1) has first granted the Section 219 Covenants contained herein priority, in form and substance satisfactory to the City, over its mortgage and assignment of rents; or (2) registered its mortgage and assignment of rents subsequent in priority to the Section 219 Covenants contained herein), 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 10.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

For greater certainty, the requirements of this Section 10.9 will not apply to the sale or transfer of any parcel(s) for which the City grants a partial discharge in accordance with Section 8.1.

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

(a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

(b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

(c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

(d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

10.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability

arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

10.13 Paramountcy. Notwithstanding anything to the contrary herein, the Owner and City acknowledge and agree that, as it relates to the measurement standard used to determine the minimum portion of Below-Market Rental Housing Units in the New Building, in the event of any inconsistency between the provisions of this Agreement, and the provisions of the Rezoning By-law, the provisions of the Re-zoning By-law will control.

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

SCHEDULE A

BELOW-MARKET RENTAL HOUSING REPORT

Unit Number	Previous Unit Number (if substituted)	Unit Type	Unit Floor Area (sq. ft., area counted in FSR calculation)	Tenancy Start or Modified Date (Month, Day, Year)	Length of Occupancy of Current Tenant (Number of Months)	Initial Monthly Rental Rate	Current Monthly Rental Rate	Maximum Gross Aggregate Household Income (48x initial monthly rent for new tenancies, 60x current monthly rent for existing tenancies)	Aggregate Gross Household Income	Number of Occupants	Eligibility Re-Verification Date (Every 5 Years from Tenancy Start or Modification Date)

#4972156v1

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Chargeholder**" means BANK OF MONTREAL;

(b) "**Existing Charges**" means the Mortgage registered under number CB2622189 and the Assignment of Rents registered under number CB2622190;

(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:

(i) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 6428-6438 Cambie Street and 480-488 West 48th Avenue

After a public hearing on January 13, 2026, Council resolved to amend CD-1 (730) (Comprehensive Development) District By-law No. 12464, 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
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 6428-6438 Cambie Street and 480-488 West 48th Avenue

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

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

PID: 030-794-382	Lot A Block 999 District Lot 526 Group 1 New Westminster District Plan EPP88089

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Synergy Business Lawyers LLP
2300 - 925 West Georgia Street
Vancouver BC V6C 3L2
604-685-8186

12508-04
Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
030-794-382	**LOT A BLOCK 999 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88089**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**
PRIORITY AGREEMENT		**Granting the Section 219 Covenant priority over Mortgage CB2425709 and Assignment of Rents CB2425710**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1041782 B.C. LTD., NO.BC1041782

LAURENTIAN BANK OF CANADA, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Quinn Marceil *Barrister & Solicitor* 2300 - 925 West Georgia St. Vancouver, B.C. V6C 3L2 Tel: 604.685.8186	YYYY-MM-DD 2026-06-29	**1041782 B.C. LTD.** By their Authorized Signatory **Name:** Toby Chu

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	**LAURENTIAN 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.

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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	**1041782 B.C. LTD.** By their Authorized Signatory **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)
MARK W. J. FERBERS GOWLING WLG (CANADA) LLP BARRISTER & SOLICITOR 550 BURRARD STREET - SUITE 2300 BENTALL 5 - VANCOUVER, B.C. V6C 2B5 TELEPHONE: (604) 801-7366	YYYY-MM-DD 2026-07-08	**LAURENTIAN BANK OF CANADA** By their Authorized Signatory **Name:** Hellen Liang **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.

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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.

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TERMS OF INSTRUMENT - PART 2

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

6428-6438 CAMBIE STREET AND 480-488 WEST 48TH AVENUE

WHEREAS:

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

(i) the Transferor, 1041782 B.C. 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 amend CD-1 (730) (Comprehensive Development) District By-law No. 12464 to increase the maximum floor space ratio (FSR) from 3.91 to 10.30 and the maximum building height from 33.0 m (108 ft.) to 77.0 m (253 ft.) to permit the development of a 25-storey mixed-use building with commercial space on the ground floor and containing approximately 182 rental units, of which 20% of the residential floor area will be secured at below-market rents, 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 dwelling unit area to be 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 in accordance with the Transit-Oriented Areas Rezoning 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;

(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 delegatees 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

(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;

(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, 1041782 B.C. Ltd., 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) "**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;

(nn) "**Statement of Below-Market Rental Housing Unit Eligibility**" means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Below-Market Rental Housing Unit:

(i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(g), the Tenant of such Below-Market Rental Housing Unit is an Eligible Person;

(ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Below-Market Rental Housing Unit is an Eligible Person; and

(iii) such other information regarding such Below-Market Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

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

(oo) **"Tenancy Agreement"** means a residential tenancy agreement, lease, licence or other agreement prepared in accordance with the *Residential Tenancy Act*, granting rights to occupy a Below-Market Rental Housing Unit;

(pp) **"Tenant"** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;

(qq) "Tenant Relocation and Protection Policy" means the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as further amended from time to time thereafter;

(rr) **"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;

(ss) "**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;

(tt) **"Transit-Oriented Areas Rezoning Policy"** means the City's Transit-Oriented Areas Rezoning Policy approved by City Council on June 30, 2024, as amended on January 1, 2026 and as further amended from time to time thereafter;

(uu) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);

(vv) "***Vancouver Charter***" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and

(ww) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

(a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

1. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

(e) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto in force on the Effective Date, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

(a) the Lands, the New Building and the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;

(b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Below-Market Rental Housing Units) any amenities and parking spaces, in accordance with

this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

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

(d) not less than:

(i) 35% of the For-Profit Affordable Rental Housing Units that are not Below-Market Rental Housing Units; and

(ii) 35% of the Below-Market Rental Housing Units;

will have two or more bedrooms;

(e) each of the Below-Market Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used or occupied by an Eligible Person and except in accordance with the following conditions:

(i) each Below-Market Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;

(ii) each Below-Market Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted for that type of Below-Market Rental

Housing Unit, as described in Section 2.1(o) and the Owner will withhold its consent to any assignment or subletting of a Below-Market Rental Housing Unit in accordance with Section 2.1(e)(v)(D)VI.b;

(iii) each Below-Market Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Below-Market Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;

(iv) each Below-Market Rental Housing Unit shall have at least one Occupant per bedroom thereof;

(v) each Tenancy Agreement shall include:

(A) a clause requiring the Tenant and each permitted Occupant of the respective Below-Market Rental Housing Unit to comply with this Agreement;

(B) the names of all Occupants of the respective Below-Market Rental Housing Unit;

(C) a term that is not less than 90 consecutive days;

(D) clauses providing that:

I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;

II. any person not identified in the Tenancy Agreement shall not reside at the Below-Market Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;

III. the Below-Market Rental Housing Unit will have at least one Occupant per bedroom thereof;

IV. the Below-Market Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;

V. the Below-Market Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and

VI. the Tenant will not assign or sublet the Below-Market Rental Housing Unit or assign the Tenancy Agreement in whole or in

part, except to an Eligible Person and with the consent of the Owner, provided that:

a. the Tenant does not receive a fee for such assignment or subletting and the rent paid by the assignee or sublessee does not exceed the rent payable in the Tenancy Agreement; and

b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Tenant receives a fee for such assignment or subletting or the rent paid by the assignee or sublessee exceeds the rent payable in the Tenancy Agreement; and

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

(E) a clause:

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

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

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

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

(A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;

(B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;

(C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two

(2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and

(D) causing all Occupants of the respective Below-Market Rental Housing Unit to vacate the Below-Market Rental Housing Unit upon the effective date of termination;

(f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Below-Market Rental Housing Units;

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

(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 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.

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; 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); and

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

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

ARTICLE 8
NOTICES

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

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

(b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

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

If to the Owner, addressed to:

1041782 B.C. Ltd.
1200 - 777 West Broadway
Vancouver, British Columbia
V5Z 1J5

Attention: President

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

ARTICLE 9
MISCELLANEOUS

9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.8, 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.

SCHEDULE A

BELOW-MARKET RENTAL HOUSING REPORT

Unit Number	Previous Unit Number (if substituted) or indicate if Returning Tenant for initial building occupancy	Unit Type	Unit Floor Area (sq. ft., area counted in FSR calculation)	Tenancy Start or Modified Date (Month, Day, Year)	Length of Occupancy of Current Tenant (Number of Months)	Initial Monthly Rental Rate	Current Monthly Rental Rate	Maximum Gross Aggregate Household Income (48x initial monthly rent for new tenancies, 60x current monthly rent for existing tenancies)	Aggregate Gross Household Income	Number of Occupants	Eligibility Re-Verification Date (Every 5 Years from Tenancy Start or Modification Date)

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Charges**" means the Mortgage registered under number CB2425709 and the Assignment of Rents registered under number CB2425710;

(b) "**Existing Chargeholder**" means Laurentian Bank of Canada;

(c) "**New Charges**" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and

(d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

(e) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 387 West Pender Street

On October 6, 2025, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement and Section 219 Covenant securing all residential units as social housing units for 60 years or the life of the building, whichever is the longer, being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 387 West Pender Street

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

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

032-806-108	LOT 1 DISTRICT LOT 541 BLOCK 26 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP150353

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Samantha Haddow, TERRA LAW CORPORATION **2800 - 650 West Georgia Street** **Vancouver BC V6B 4N7** **604-628-8969**	505917 - Housing Agreement - Social Housing (387 West Pender Street, Vancouver)

2. Description of Land

PID/Plan Number	Legal Description
032-806-108	**LOT 1 DISTRICT LOT 541 BLOCK 26 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP150353**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Instrument**
PRIORITY AGREEMENT		**Page 17**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PROVINCIAL RENTAL HOUSING CORPORATION, NO.BC0052129

THE 625 POWELL STREET FOUNDATION, NO.S0052906

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Licia Li *A Commissioner for Taking Affidavits for British Columbia* **BC Housing Management Commission** 1701 – 4555 Kingsway Burnaby, BC V5H 4V8 Tel: (604) 433-1711 Exp date: Sept 30/27 **(AS TO BOTH SIGNATURES)**	YYYY-MM-DD 2026-07-28	**PROVINCIAL RENTAL HOUSING CORPORATION** By their Authorized Signatory **Name:** Vincent Tong **Name:** Ismail Ibrahim

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 625 POWELL STREET FOUNDATION** 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.

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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.

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

387 WEST PENDER STREET

WHEREAS:

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

(i) the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, 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 of the Lands;

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2025-00137 (the "**Development Application**") for the development of an 8-storey supportive housing building for individuals who are at risk of or experiencing homelessness, together with ancillary uses reasonably necessary to operate and support such housing, with a focus on seniors (age 55 and over), with 94 dwelling units and surface parking at basement level accessed via the rear lane, including the retention, rehabilitation and restoration of the existing heritage facades (the "**Heritage Features**") of the Hartney Chambers building that are designated as protected heritage property, which Development Application was approved in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of the Development Permit:

"arrangements shall be made to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all residential units as social housing units for 60 years or the life of the building, whichever is the longer, subject to the following conditions and requirements:

i. at least 33% (one-third or 32) of the units be occupied by persons eligible for either income assistance or a combination of basic old age security pension and guaranteed income supplement and must be rented at rates no higher than the shelter component of income assistance;

ii. the target rents and affordability for the remaining Social Housing Units will be for: one-third to be occupied only by households with incomes below the then 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; and

iii. the remaining one-third to be rented at Affordable Market Rents, meaning the average market rents posted by CMHC."

(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) **"Affordable Market Rents"** the market rent as set out in CMHC's Annual Rental Survey for Vancouver or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);

(b) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;

(c) **"Approving Officer"** means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;

(d) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);

(e) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

(f) "**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;

(g) **"CMHC"** means Canada Mortgage and Housing Corporation or its successors in function;

(h) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;

(i) **"Development Application"** has the meaning set out in Recital C;

(j) "**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 Development Application at any time following the date this Agreement is fully executed by the parties;

(k) "**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;

(l) "**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;

(m) "**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;

(n) "**Guaranteed Income Supplement**" means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;

(o) "**Heritage Features**" has the meaning set out in Recital A;

(p) "**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 CMHC's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);

(q) "**Income Assistance**" means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;

(r) "***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;

(s) "**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;

(t) "**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;

(u) "**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;

(v) "**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;

(w) **"Old Age Security"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;

(x) **"Owner"** means the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION., and any successors in title to the Lands or a portion of the Lands;

(y) **"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;

(z) **"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;

(aa) ***"Residential Tenancy Act"*** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

(bb) **"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, or which dwelling units;

(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;

(cc) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;

(dd) **"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;

(ee) "**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

(ff) **"*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:

(i) not less than one-third of the Social Housing Units, will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and

(ii) the target rents and affordability for the remaining Social Housing Units will be for:

A. not less than one-third of the Social Housing Units to be occupied only by households with incomes below the then current applicable HIL 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; and

B. the remaining Social Housing Units to be rented at Affordable Market Rents;

(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, and subject to Section 8.3, 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 one month at a time;

(j) after the issuance of the initial Occupancy Permit and thereafter throughout the remainder of the Term, all of the Social Housing Units will be owned by Provincial Rental Housing Corporation, 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, except for the Heritage Features, to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

(l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof, except the Heritage Features, 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; and

(m) throughout the Term, it will keep, maintain, insure, or cause to be insured, the Heritage Features in accordance with terms of the Heritage Restoration Covenant registered against title to the Lands under numbers CB320467-CB320472, as may be modified from time to time.

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 Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:

(i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;

(ii) a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit that satisfy the requirements of Section 2.1(d); and

(iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and

(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, save and except to the extent that any such Losses were caused by the gross negligence or wrongful intentional acts or omissions on the part of the City or any 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,

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

the extent that any such Losses were caused by the gross negligence or wrongful intentional acts or omissions on the part of the City or any City Personnel.

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
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 IV4

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:

Provincial Rental Housing Corporation
1701-4555 Kingsway
Burnaby, BC V5H 4V8

Attention: Colin Garratt, Development Manager
LMB Regional Development Services

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 grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands;

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

8.5 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.

8.6 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.

8.7 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*.

8.8 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.

8.9 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 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.

8.10 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 which is a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) **"Existing Chargeholder"** means **THE 625 POWELL STREET FOUNDATION;**

(b) **"Existing Charge"** means the Rent Charge registered under number CB2558921;

(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 $10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

(i) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 956 Main Street

On March 19, 2026, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 956 Main 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:

PID: 004-284-968 LOT 12 BLOCK 24 DISTRICT LOT 196 PLAN 184

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Ryan Klassen
700 - 401 West Georgia Street
Vancouver BC V6B 5A1
6046823664

32734-0858

2. Description of Land

PID/Plan Number	Legal Description
004-284-968	**LOT 12 BLOCK 24 DISTRICT LOT 196 PLAN 184**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Agreement**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PROVINCIAL RENTAL HOUSING CORPORATION, NO.BC0052129

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y1V4

7. Additional or Modified Terms

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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)
Amy Kou *A Commissioner for Taking Affidavits for British Columbia* **BC Housing Management Commission** 1701 – 4555 Kingsway Burnaby, BC V5H 4V8 Tel: (604) 433-1711 Exp date: Aug 31, 2027 **(AS TO BOTH SIGNATURES)**	YYYY-MM-DD 2026-07-15	**PROVINCIAL RENTAL HOUSING CORPORATION** By their Authorized Signatory NAME: Michael Pistrin NAME: Stacey Lee

Officer Certification

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

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.

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LTSA

Land Title Act

Charge

General Instrument – Part 1

Electronic Signature

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

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

956 MAIN STREET

WHEREAS:

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

(i) the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, 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 develop the Lands pursuant to Development Application number DP-2025-00990 (the "**Development Application**") to alter the existing mixed use commercial and Single Room Occupancy building by converting the rooms to self contained dwelling units (the "**Development**"), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will ensure that:

"2.2 *Arrangements shall be made to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement and/or Section 219 Covenant to secure all residential units as social housing units for the longer of 60 years or the life of the building, subject to the following conditions and requirements:*

i. A no separate-sales covenant is required;

ii. A no stratification covenant is required;

iii. A provision that none of such units will be rented for less than one month at a time;

iv. A requirement that all units comply with the definition of "social housing" in the applicable City Development Cost Levy By-law;

v. All dwelling units will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and

vi. Such other terms and conditions as the General Manager of Arts, Culture and Community Services and the Director of Legal Services may in their sole discretion require."

(the **"Social Housing Condition"**); and

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

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the 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) "**Building**" means the building on the Lands having a civic address of 956 Main Street, and includes any portion of any such building or structure;

(c) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);

(d) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

(e) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

(f) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;

(g) **"Development"** means the development on the Lands described in Recital C;

(h) **"Development Application"** has the meaning set out in Recital C;

(i) "**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 Development Application at any time following the date this Agreement is fully executed by the parties;

(j) **"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;

(k) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

(l) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;

(m) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;

(n) **"Income Assistance"** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;

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

(p) "**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;

(q) "**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;

(r) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;

(s) **"Old Age Security"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;

(t) **"Owner"** means the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, and any successors in title to the Lands or a portion of the Lands;

(u) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month to month basis or longer in accordance with this Agreement, reasonably prudent landlord tenant practices for rental residential accommodation and any and all laws applicable thereto, including,

without limitation, residential tenancy and human rights legislation in British Columbia;

(v) **"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;

(w) ***"Residential Tenancy Act"*** means the Residential Tenancy Act S.B.C. 2002, c. 78, and amendments thereto and re-enactments thereof;

(x) **"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 one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;

(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;

(y) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;

(z) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;

(aa) **"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 Building is demolished or substantially destroyed; and

(ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and

(bb) ***"Vancouver Charter"*** means the Vancouver Charter S.B.C. 1953, c. 55, and amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

(a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents,

officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the 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 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 Building not less than 12 Dwelling Units, 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 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 Building or build a replacement building or buildings on the Lands, which repaired Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the 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 Building are pursuant to this Agreement;

(c) throughout the Term the Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;

(d) throughout the Term, all of the Social Housing Units will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance;

(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 for not less than 90 consecutive days at a time;

(j) throughout the Term, it will insure, or cause to be insured, or self-insure in the event the Owner remains the Provincial Rental Housing Corporation, the Lands and the 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

(k) throughout the Term, it will keep and maintain the Lands and the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the 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 Building, that:

(a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services, a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit, the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and

(b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the 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 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 6.2, 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 Building or any part thereof;

B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;

C. withholding any permit pursuant to this Agreement; or

D. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

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

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

INDEMNITY CLAUSE REVISED BY LEGAL SERVICES

(ii) the release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;

(iii) the City or City Personnel:

A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the 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 or other right granted to the City pursuant to this Agreement;

(iv) 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

(v) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner 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 IV4

Attention: City Clerk, with concurrent copies to the General Manager of Arts, Culture and Community Services and the Director of Legal Services

(b) If to the Owner:

Provincial Rental Housing Corporation
#1701 - 4555 Kingsway

Burnaby, British Columbia
V5H 4V8

Attention: Manager, Real Estate Services

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

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 1535 Haro Street

On December 14, 2023, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement and Section 219 Covenant securing all residential units, as secured market rental housing, excluding Seniors Supportive or Assisted Housing, for a term equal to the longer of 60 years and the life of the building, being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 1535 Haro 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:

015-775-712	LOT E (REFERENCE PLAN 10645) BLOCK 44 DISTRICT LOT 185 PLAN 92

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Sampson Davie Fane Volpiana LLP
Barristers and Solicitors
1100 - 355 Burrard Street
Vancouver BC V6C 2G8
604-343-1930

File: 1700-23-1172
Attention: Ryan Griffin / Laura Castaldo
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
015-775-712	**LOT E (REFERENCE PLAN 10645) BLOCK 44 DISTRICT LOT 185 PLAN 92**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**
PRIORITY AGREEMENT		**Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CB1819983, Assignment of Rents CB1819984, Mortgage CB1820077 and Assignment of Rents CB1820078.**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

IMH 1501 HARO APARTMENTS LTD., NO.BC1156106

CANADIAN IMPERIAL BANK OF COMMERCE, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Barbara Lanys Barrister, Solicitor and Notary Public for the Province of Ontario Bloom Lanys Professional Corporation 2171 Avenue Road, Suite 200 Toronto ON M5M 4B4 Tel: 416-486-9913	YYYY-MM-DD 2026-07-14	**IMH 1501 HARO APARTMENTS LTD.** By their Authorized Signatory Print Name: DANIEL DRIMMER A.S.O.

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	**CANADIAN IMPERIAL BANK OF COMMERCE** As to Priority By their Authorized Signatory Name: Name:

Officer Certification

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

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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	**IMH 1501 HARO APARTMENTS LTD.** By their Authorized Signatory **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)
Alexei Kovalev Osler, Hoskin & Harcourt LLP 1 First Canadian Place 100 King St. West Suite 6200, P.O. Box 50 Toronto, ON M5X 1B8	YYYY-MM-DD 2026-07-15	**CANADIAN IMPERIAL BANK OF COMMERCE** As to Priority By their Authorized Signatory **Name:** Hamzah Khan **Name:** Jordan VanMeijeren

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.

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LTSA

Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** As Transferee 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.

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING

1535 HARO STREET

WHEREAS:

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

I. the Transferor, IMH 1501 HARO APARTMENTS LTD., is called the "Owner", as more particularly defined in Section 1.1(r); and

II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2023-00602 (the "Development Application") to retain the existing principal multiple dwelling tower, and develop a new infill multiple dwelling apartment building on the Lands, providing approximately sixty (60) new secured market dwelling units, in a new six (6)-storey apartment on the West side of the Lands, over three (3) levels of retained underground parking having vehicular access from the rear lane (the "Development"), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that prior to issuance of a Development Permit, the Owner will:

"2.2 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing all residential units, as secured market rental housing, excluding Seniors Supportive or Independent Living Housing, for a term equal to the longer of 60 years and the life of the building, subject to the following additional conditions:*

a. A no separate-sales covenant.

b. A no stratification covenant.

c. That none of such units will be rented for less than one month at a time.

Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require"; and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

(a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

(b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;

(c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);

(d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;

(e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

(f) "Development" has the meaning ascribed to it in Recital C;

(g) "Development Application" has the meaning ascribed to it in Recital C;

(h) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;

(i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;

(j) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;

(k) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;

(l) "General Manager of Planning, Urban Design and Sustainability" means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;

(m) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

(n) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

(o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

(p) "New Building" means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

(q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;

(r) "Owner" means the registered owner of the Lands as of the Effective Date, namely IMH 1501 HARO APARTMENTS LTD., and its successors and permitted assigns;

(s) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:

(i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:

(A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or

(B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and

(ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

(t) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, excluding Seniors Supportive or Independent Living Housing (as defined in the City's Zoning and Development By-law No. 3575), on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(u) "Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Rental Housing Unit" means any one of them;

(v) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Rental Housing Units" means all of such units;

(w) "Residential Tenancy Act" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

(x) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:

(i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and

(ii) the date as of which the New Building is demolished or substantially destroyed;

(y) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and

(z) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

(a) *Party.* Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) *Singular; Gender.* Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

(e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.

(f) *Legislation*. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

(a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;

(b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than the number of Rental Housing Units approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

(c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the "**Rental Housing Units**") in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Rental Housing Units as the New Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

(d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than 90 consecutive days at a time;

(e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or

registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable;

(f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively. Following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the Rental Housing Units (whereupon the term "Lands" as used in this Agreement will be read as not including such other parcel(s)), and the City will on request of the Owner execute and deliver such partial discharge, provided that: :

(i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of the parcel encompassing the Rental Housing Units pursuant to this Agreement;

(ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;

(iii) the City will have a reasonable amount of time to execute and return any such discharge; and

(iv) the preparation and registration of any such discharge will be without cost to the City;

(g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

(h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;

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

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

ARTICLE 3
ENFORCEMENT

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

ARTICLE 4
RELEASE AND INDEMNITY

4.1 **Release and Indemnity.** Subject to Section 4.2, the Owner hereby:

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

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

(A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

(B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;

(C) withholding any permit pursuant to this Agreement; or

(D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

(A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

(B) withholding any permit pursuant to this Agreement;

(C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

(D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

The indemnities in this ARTICLE 4 will be both personal covenants of the Owner and integral parts of the Section 219 Covenant granted in this Agreement.

4.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 4.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

(iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 4.2(b).

(c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

4.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 4 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 5
NOTICES

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

(a) If to the City, addressed to:

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

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

(b) If to the Owner, addressed to:

IMH 1501 HARO APARTMENTS LTD.
3280 Bloor Street West, Suite 1400
Toronto, Ontario M8X 2X3

Attention: Chris Bell

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 6
MISCELLANEOUS

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

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

(a) contained in any Crown grant respecting the Lands;

(b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and

(c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

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

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

(a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal interests in the title to the Lands with the interests in land created hereby;

(b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal interests in the title to the Lands;

(c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

(d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

6.7 **Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 6.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

6.8 **No Liability.** The parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

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

6.10 *Vancouver Charter.* Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions

pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "Existing Charges" means the Mortgages registered under numbers CB1819983 and CB1820077, and the Assignment of Rents registered under numbers CB1819984 and CB1820078;

(b) "Existing Chargeholder" means Canadian Imperial Bank of Commerce;

(c) "New Charges" collectively 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:

(e) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 1328 Nelson Street

On February 1, 2024, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 1328 Nelson 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:

007-998-571	Lot B Block 35 District Lot 185 Plan 13883

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Sampson Davie Fane Volpiana LLP
Barristers and Solicitors
1100 - 355 Burrard Street
Vancouver BC V6C 2G8
604-343-1930

File: 1700-23-1172
Attention: Ryan Griffin / Laura Castaldo
1328 Nelson Street - Housing Agreement and Building Use Covenant - Rental Housing

2. Description of Land

PID/Plan Number	Legal Description
007-998-571	**LOT B BLOCK 35 DISTRICT LOT 185 PLAN 13883**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**
PRIORITY AGREEMENT		**Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CB1819981, Assignment of Rents CB1819982, Mortgage CB1820075 and Assignment of Rents CB1820076.**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

IMH 1005 JERVIS APARTMENTS LTD., NO.BC1156116

CANADIAN IMPERIAL BANK OF COMMERCE, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Barbara Lanys Barrister, Solicitor and Notary Public for the Province of Ontario Bloom Lanys Professional Corporation 2171 Avenue Road, Suite 200 Toronto, ON M5M 4B4 Tel: 416-486-9913	YYYY-MM-DD 2026-07-14	**IMH 1005 JERVIS APARTMENTS LTD.** By their Authorized Signatory **Print Name:** DANIEL DRIMMER A.S.O.

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	**CANADIAN IMPERIAL BANK OF COMMERCE** As to Priority By their Authorized Signatory **Name:** **Name:**

Officer Certification

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

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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	**IMH 1005 JERVIS APARTMENTS LTD.** By their Authorized Signatory **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)
Alexei Kovalev Osler, Hoskin & Harcourt LLP 1 First Canadian Place 100 King St. West Suite 6200, P.O. Box 50 Toronto, ON M5X 1B8	YYYY-MM-DD 2026-07-15	**CANADIAN IMPERIAL BANK OF COMMERCE** As to Priority By their Authorized Signatory **Name:** Hamzah Khan **Name:** Jordan Vatamaniuk

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.

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LTSA Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** As Transferee 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.

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING

1328 NELSON STREET

WHEREAS:

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

I. the Transferor, IMH 1005 JERVIS APARTMENTS LTD., is called the "**Owner**", as more particularly defined in Section 1.1(r); and

II. the Transferee, CITY OF VANCOUVER, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;

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

C. The Owner made a development permit application for the Lands under number DP-2023-00603 (the "**Development Application**") to retain the existing principal multiple dwelling apartment building, and to develop a new infill apartment building providing 52 new secured market dwelling units in a six-storey building on the West side of the Lands, over three levels of underground parking having vehicular access from rear lane (the "**Development**"), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will:

> "2.2 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing all residential units, as secured market rental housing, excluding Seniors Supportive or Independent Living Housing, for a term equal to the longer of 60 years and the life of the building, subject to the following additional conditions:*
>
> *a. A no separate-sales covenant.*
>
> *b. A no stratification covenant.*
>
> *c. That none of such units will be rented for less than one month at a time.*
>
> *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require*"; and

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

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

City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the New Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

(a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

(b) "**Building Permit**" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;

(c) "**City**" and "**City of Vancouver**" have the meaning ascribed to those terms in Recital A(ii);

(d) "**City Manager**" means the chief administrator from time to time of the City and her successors in function and their respective nominees;

(e) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

(f) "**Development**" has the meaning ascribed to it in Recital C;

(g) "**Development Application**" has the meaning ascribed to it in Recital C;

(h) "**Development Permit**" means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;

(i) "**Director of Legal Services**" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;

(j) "**Dwelling Unit**" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;

(k) "**Effective Date**" means the date as of which this Agreement has been executed by all parties to it;

(l) "**General Manager of Planning, Urban Design and Sustainability**" means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;

(m) "***Land Title Act***" means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

(n) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

(o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

(p) **"New Building"** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

(q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;

(r) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely IMH 1005 JERVIS APARTMENTS LTD., and its successors and permitted assigns;

(s) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:

(i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:

(A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or

(B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and

(ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

(t) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, excluding Seniors Supportive or Independent Living Housing (as defined in the City's Zoning and Development By-law No. 3575), on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(u) **"Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Rental Housing Unit"** means any one of them;

(v) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Rental Housing Units"** means all of such units;

(w) ***"Residential Tenancy Act"*** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

(x) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:

(i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and

(ii) the date as of which the New Building is demolished or substantially destroyed;

(y) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and

(z) ***"Vancouver Charter"*** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 **Interpretation.** In this Agreement:

(a) *Party*. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) *Singular; Gender*. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) *Captions and Headings*. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) *References*. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

(e) *Governing Law*. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.

(f) *Legislation*. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute,

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

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

(a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;

(b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than the number of Rental Housing Units approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

(c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the "**Rental Housing Units**") in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 52 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

(d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than 90 consecutive days at a time;

(e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold

or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable;

(f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively. Following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the Rental Housing Units (whereupon the term "Lands" as used in this Agreement will be read as not including such other parcel(s)), and the City will on request of the Owner execute and deliver such partial discharge, provided that:

(i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of the parcel encompassing the Rental Housing Units pursuant to this Agreement;

(ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;

(iii) the City will have a reasonable amount of time to execute and return any such discharge; and

(iv) the preparation and registration of any such discharge will be without cost to the City;

(g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

(h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;

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

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

ARTICLE 3
ENFORCEMENT

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

ARTICLE 4
RELEASE AND INDEMNITY

4.1 **Release and Indemnity.** Subject to Section 4.2, the Owner hereby:

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

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

(A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

(B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;

(C) withholding any permit pursuant to this Agreement; or

(D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

(A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

(B) withholding any permit pursuant to this Agreement;

(C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

(D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

The indemnities in this ARTICLE 4 will be both personal covenants of the Owner and integral parts of the Section 219 Covenant granted in this Agreement.

4.2 **Conduct of Proceedings.**

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 4.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

(iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 4.2(b).

(c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

4.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 4 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 5
NOTICES

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

(a) If to the City, addressed to:

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

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

(b) If to the Owner, addressed to:

IMH 1005 JERVIS APARTMENTS LTD.,
3280 Bloor Street West, Suite 1400
Toronto, Ontario M8X 2X3

Attention: Chris Bell

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 6
MISCELLANEOUS

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

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

(a) contained in any Crown grant respecting the Lands;

(b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and

(c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

6.5 **Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out

the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

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

(a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

(b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

(c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

(d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

6.7 **Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions of this Section 6.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

6.8 **No Liability.** The parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

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

6.10 ***Vancouver Charter.*** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City

so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Charges**" means the Mortgages registered under numbers CB1819981 and CB1820075 and the Assignments of Rents registered under numbers CB1819982 and CB1820076;

(b) "**Existing Chargeholder**" means CANADIAN IMPERIAL BANK OF COMMERCE;

(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:

(i) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 8366 – 8380 Beatrice Street

After the public hearing on February 25, 2025, Council approved in principle the land owner's application to rezone the above noted property from R1-1 (Residential inclusive) District to RR-2A (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
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 8366 – 8380 Beatrice 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:

013-330-012	Lot 8, Except Part in Explanatory Plan 4829, Block K District Lot 328 Plan 2917
013-330-021	Lot 9, Except the East 10 Feet Now Lane, Block K District Lot 328 Plan 2917

which lands will be subject to a consolidation yielding a parcel with an anticipated legal description of Lot A, Except the East 10 Feet Now Lane, Block K District Lot 328 Group 1 New Westminster District Plan EPP150067 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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

CGM Lawyers Barristers & Solicitors **8532 - 120th Street, Suite 213** **Surrey BC V3W 3N5** **604 590 4950**	41973-001/bm-HousingAg

2. Description of Land

PID/Plan Number	Legal Description
EPP150067	**LOT A, EXCEPT THE EAST 10 FEET NOW LANE, BLOCK K DISTRICT LOT 328 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP150067**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Instrument**
PRIORITY AGREEMENT		**granting the above Covenant Priority over Mortgage CB2756743**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1406429 B.C. LTD., NO.BC1406429

KHALSA DEVELOPMENT LTD., INC. NO. BC0423981, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms

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8. Execution(s)

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
B. S. Mangat BALKARAN SINGH MANGAT Barrister & Solicitor CGM LAWYERS 213 - 8532 - 120 Street Surrey, BC V3W 3N5 Tel: 604 590 4950	YYYY-MM-DD 2026-07-14	**1406429 B.C. Ltd.** By their Authorized Signatory DEEPAK CHADHA

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)
Puneet P.K. Sandhar Barrister & Solicitor Notary Public #201 - 12565 88 Avenue Surrey, B.C. V3W 3J7 Phone: (604) 543-8484	YYYY-MM-DD 26-07-14	**Khalsa Development Ltd.** By their Authorized Signatory SUKHRAM SINGH MALIK

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**City of Vancouver** By their Authorized Signatory

Officer Certification

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

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LTSA Land Title Act

Charge

General Instrument – Part 1

Electronic Signature

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

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING

8366 - 8380 BEATRICE STREET

WHEREAS:

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

   I. the Transferor, 1406429 B.C.Ltd., is called the "**Owner**", as more particularly defined in Section 1.1(r); and

   II. the Transferee, CITY OF VANCOUVER, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands from R1-1 (Residential inclusive) District to RR-2A (Residential Rental) District (the "**Rezoning**") to permit the development of a four storey rental building in accordance with the *Secured Rental Policy* (SRP) and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the "**Rezoning By-law**"):

   "2.3 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant to secure all residential units as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City's Secured Rental Policy, for a term equal to the longer of 60 years and the life of the building, subject to a no-separate-sales covenant and a no-stratification covenant, a provision that none of such units will be rented for less than one month at a time, and such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may require.*

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

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

(a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

(b) "**Building Permit**" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;

(c) "**City**" and "**City of Vancouver**" have the meaning ascribed to those terms in Recital A(ii);

(d) "**City Manager**" means the chief administrator from time to time of the City and her successors in function and their respective nominees;

(e) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

(f) "**Development**" means the development on the Lands described in Recital C and approved by a Development Permit;

(g) "**Development Permit**" means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;

(h) "**Director of Legal Services**" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;

(i) "**Dwelling Unit**" has the meaning set out in the City's Zoning and Development By-law No. 3575, as may be amended or replaced from time to time;

(j) "**Effective Date**" means the date as of which this Agreement has been executed by all parties to it;

(k) "**General Manager of Planning, Urban Design and Sustainability**" means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;

(l) "***Land Title Act***" means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

(m) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

(n) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

(o) "**New Building**" means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;

(p) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;

(q) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely 1406429 B.C.Ltd., and its successors and permitted assigns;

(r) "**Owner's Personnel**" means any and all of the contractors, subcontractors, employees, agents, licensees, invites and permittees of the Owner;

(s) "**Related Person**" means, where the registered or beneficial owner of the Rental Housing Units is:

(i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:

(A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or

(B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and

(ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

(t) "**Rental Housing**" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, excluding Seniors Supportive or Assisted Housing (as defined in the City's *Zoning and Development By-law*), on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(u) "**Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(c), and "**Rental Housing Unit**" means any one of them;

(v) "**Replacement Rental Housing Unit**" has the meaning ascribed to that term in Section 2.1(c) and "**Replacement Rental Housing Units**" means all of such units;

(w) "**Residential Tenancy Act**" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

(x) "**Rezoning**" means the rezoning of the Lands as described in Recital C;

(y) "**Rezoning By-law**" has the meaning ascribed to it in Recital C;

(z) "**Term**" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:

(i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and

(ii) the date as of which the New Building is demolished or substantially destroyed;

(aa) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);

(bb) "***Vancouver Charter***" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and

(cc) "***Zoning and Development By-law***" means the City's *Zoning and Development By-law* No. 3575, as amended or replaced from time to time.

1.2 **Interpretation.** In this Agreement:

(a) *Party.* Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) *Singular; Gender.* Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

(e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations

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

(f) *Legislation.* Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

(a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;

(b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than the number of Rental Housing Units approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

(c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the **"Rental Housing Units"**) in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Rental Housing Units as the New Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a **"Replacement Rental Housing Unit"**), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

(d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than 90 consecutive days at a time;

(e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable;

(f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;

(g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

(h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;

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

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

ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS

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

(a) the Lands and the New Building will not be used or occupied except as follows:

(i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and

Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and

(ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and

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

ARTICLE 4
ENFORCEMENT

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

ARTICLE 5
RELEASE AND INDEMNITY

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

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

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

(A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

(B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;

(C) withholding any permit pursuant to this Agreement; or

(D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or

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

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

(b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or

corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:

(i) this Agreement;

(ii) the City or City Personnel:

(A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

(B) withholding any permit pursuant to this Agreement;

(C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

(D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

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

5.2 **Conduct of Proceedings.**

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

(iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

ARTICLE 6
NOTICES

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

(a) If to the City, addressed to:

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

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

(b) If to the Owner, addressed to:

1406429 B.C.Ltd.
200 - 6170 Kingsway
Burnaby BC V5J 1H5

Attention: Punam Chodha

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 7
MISCELLANEOUS

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

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

(a) contained in any Crown grant respecting the Lands;

(b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and

(c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

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

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

(a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

(b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

(c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

(d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Chargeholder**" means Khalsa Developments Ltd.;

(b) "**Existing Charges**" means the Mortgage registered under number CB2756743;

(c) "**New Charges**" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and

(d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

(a) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

A By-law to authorize the amendment of a Housing Agreement Authorized by By-law No. 12510 Re: 58 West Hastings Street

This is an amendment to the Housing Agreement for 58 West Hastings Street, which was authorized by By-law 12510 on July 23, 2019 and was entered into as a condition of the rezoning by-law enactment. The Housing Agreement was subsequently registered at the Land Title Office on August 9, 2019 under registration number CA7675372.

On March 31, 2021 Owner entered into a ground lease with Vancouver Chinatown Foundation Revitalization wherein the Owner leased the Lands for a term of 99 years and which lease included, *inter* alia, the same rental requirements as the Housing Agreement. Vancouver Chinatown Foundation has requested and the Owner has agreed, to amend the rental requirements in the lease to ensure the development's financial sustainability, subject to a modification to the Housing Agreement. This amendment to the Housing Agreement modifies the Housing Agreement to align it with the lease amendments.

The change to the Housing Agreement that necessitated this by-law amendment has been consented to by the owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services
July 28, 2026

58 West Hastings Street

BY-LAW NO. _____

A By-law to authorize the amendment of a Housing Agreement Authorized by By-law No. 12510

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. 12510 enacted July 23, 2019, the City has entered into a Housing Agreement with the owners of certain properties bearing the civic address 58 West Hastings Street (the "**Housing Agreement**").

AND WHEREAS
The City and the owners now wish 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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

SAMPSON DAVIE FANE VOLPIANA LLP
Barristers and Solicitors
1100 - 355 Burrard Street
Vancouver, BC V6C 2G8
604.343.1930

File No.: 1037-21-0202
Modification of Housing Agreement and Building Use Covenant - 58 West Hastings Street

2. Description of Land

PID/Plan Number	Legal Description
027-736-032	**LOT 1 BLOCK 29 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP39144**

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	**CA7675372**	

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

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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)
WESLEY Y. L. CHAN 453 WEST 12TH AVENUE VANCOUVER, B.C. V5Y 1V4 BARRISTER & SOLICITOR	YYYY-MM-DD 2026-07-16	**CITY OF VANCOUVER** By its Authorized Signatory: **Name:** JEFFREY M. GREENBERG

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** as Transferee By its Authorized Signatory: **Name:**

Officer Certification

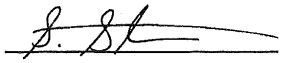
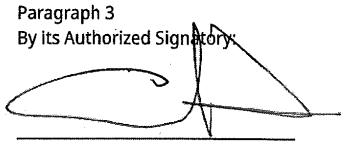
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

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LTSA Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD 2026-07-15	**VANCOUVER CHINATOWN FOUNDATION FOR COMMUNITY REVITALIZATION** (Inc. No. S0058622) as to Acknowledgement pursuant to Paragraph 3 By its Authorized Signatory:  Carole Lee

SARAH STRUKOFF
BARRISTER & SOLICITOR
SAMPSON DAVIE FANE VOLPIANA LLP
SUITE 1100 - 355 BURRARD STREET
VANCOUVER, B.C. V6C 2G8
(604) 343-1946

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.

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TERMS OF INSTRUMENT - PART 2
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT
SOCIAL HOUSING
(the "Modification")

58 WEST HASTINGS 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 beneficial and registered owner of the Lands;

D. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Social Housing (the **"Housing Condition"**) with the City which was registered at the Land Title Office on August 9, 2019 under registration number CA7675372 (the **"Housing Agreement"**);

E. The Owner entered into a ground lease (the **"Lease"**) with Vancouver Chinatown Foundation for Community Revitalization (**"VCF"**) dated March 31, 2021, wherein the owner leased the Lands to VCF for a term of 99 years and which lease included, *inter alia*, the same rental requirements as the Housing Agreement; and

F. VCF has requested and the Owner has agreed, subject to entering into this Modification, to amend such rental requirements in the Lease; and

G. The City and the Owner have agreed to enter into this Modification to make corresponding amendments to the Housing Agreement.

Consideration

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the 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) deleting Section 2.1(c)(ii) in its entirety and replacing it with the following:

"(ii) with respect to the rental of the Social Housing Units:

A. approximately 33% of the Social Housing Units are Shelter Rate Units; and

B. approximately 17% of the Social Housing Units are Seniors Units;

(the "**Affordability Requirement**").

For further clarity, by the word "approximately" in Sections 2.1(c)(ii)A and 2.1(c)(ii)B, above shall mean within 5% above or below the stated percentages of 33% and 17% respectively for Shelter Rate Units and Seniors Units. Notwithstanding the foregoing, the Owner acknowledges and agrees that at least 50% of the Social Housing Units must be Shelter Rate Units or Seniors Units with the final percentages of the foregoing Social Housing Units to be approved by the City, acting reasonably;"; and

(b) deleting Section 2.1(c)(iii)A in its entirety and replacing it with "Intentionally deleted.".

3. **Acknowledgement**

VCF 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 Agreement 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: 2202-2212 West 10th Avenue and 2221 Marstrand Avenue

After public hearings on February 17 and March 4, 2026, Council approved in principle the land owner's application to rezone the above-noted property from C-7 (Commercial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was 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
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 2202-2212 West 10th Avenue and 2221 Marstrand Avenue

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

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

PID: 032-509-774	Lot A Block 363 District Lot 526 Group 1 New Westminster District Plan EPP145045

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

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

2. Description of Land

PID/Plan Number	Legal Description
032-509-774	**LOT A BLOCK 363 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP145045**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Instrument**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

TL REGENT PROPERTY INC., NO.BC1450980

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
CHANTELLE deMONTMORENCY Barrister & Solicitor Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, BC V6C 0A3 604 631 4797	YYYY-MM-DD 2026-07-16	**TL Regent Property Inc.** By their Authorized Signatory **Name:** Ian Asselstine

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**City of Vancouver** By their Authorized Signatory **Name:** **Name:**

Officer Certification

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

Electronic Signature

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

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TERMS OF INSTRUMENT - PART 2

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

2202-2212 WEST 10TH AVENUE AND 2221 MARSTRAND AVENUE

WHEREAS:

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

(i) the Transferor, TL Regent Property Inc., is called the "**Owner**", as more particularly defined in Section 1.1; and

(ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from C-7 (Commercial) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 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) "**Approving Officer**" means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;

(c) "**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;

(d) "**Below-Market Rental Housing Rent Roll**" means a rent roll report providing information regarding each of the Below-Market Rental Housing Units, including the unit number, unit type, unit size and rent;

(e) "**Below-Market Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Below-Market Rental Housing Units to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, substantially in the form attached hereto as Schedule A, with such amendments or additions thereto as may be required by the General Manager of Planning, Urban Design and Sustainability from time to time;

(f) "**Below-Market Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(c) and "**Below-Market Rental Housing Unit**" means any one of such units;

(g) "**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;

(h) "**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;

(i) "**City**" and "**City of Vancouver**" have the meaning ascribed to those terms in Recital A(ii);

(j) "**City Manager**" means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;

(k) "**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;

(l) "**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;

(m) "**Development Permit**" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;

(n) "**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;

(o) **"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;

(p) "**Effective Date**" means the date as of which this Agreement has been executed by all parties to it;

(q) **"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;

(r) **"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;

(s) **"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);

(t) **"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;

(u) "**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 delegatees and their respective nominees;

(v) "**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;

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

(x) "**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;

(y) "**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;

(z) "**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, and for certainty, does not include the Utility Building;

(aa) "**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;

(bb) "**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;

(cc) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, TL Regent Property Inc., and its successors and assigns;

(dd) "**Owner's Personnel**" means any and all of the officers, directors, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;

(ee) "***Personal Information Protection Act***" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;

(ff) "**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;

(gg) "**Related Person**" means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:

(i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:

(A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

(B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and

(ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

(hh) "**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;

(ii) **"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;

(jj) "**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;

(kk) "***Residential Tenancy Act***" means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;

(ll) ***"Residential Tenancy Regulation"*** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;

(mm) "**Rezoning Application**" has the meaning ascribed to that term in Recital C;

(nn) "**Rezoning By-law**" has the meaning ascribed to that term in Recital C;

(oo) **"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;

(pp) **"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;

(qq) **"Subdivision"** means the subdivision of the Lands by the deposit of an air space subdivision plan or subdivision plan so that all of the For-Profit Affordable Rental Housing Units and related amenities, parking and storage, are contained within one air space parcel or one parcel, respectively;

(rr) **"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;

(ss) **"Tenant"** means an Eligible Person who is a tenant of a Below-Market Rental Housing Unit by way of a Tenancy Agreement;

(tt) "**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;

(uu) **"Utility Building"** means the 2-storey public utility building having vehicular access from Marstrand Avenue to be built on the Lands in accordance with Development Permit DP-2025-00227;

(vv) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);

(ww) "***Vancouver Charter***" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and

(xx) "**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) 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;

(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), in accordance with the *Personal Information Protection Act*; 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, in accordance with the *Personal Information Protection Act*,

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, 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, in accordance with the *Personal Information Protection Act*, 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, in accordance with the *Personal Information Protection Act*, that such Tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(i) except by way of a tenancy agreement to which the ***Residential Tenancy Act*** applies, 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 and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;

(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; and

(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 for the New Building 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 for the New

Building 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 for the New Building;

(iii) following the issuance of the Occupancy Permit for the New Building, 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 for the New Building, during a tenancy of a Below-Market Rental Housing Unit, the Owner shall not increase the rent for the Below-Market Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Below-Market Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(i). For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the New Building or a Below-Market Rental Housing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

(a) the Lands and the New Building will not be used or occupied except as follows:

(i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of

the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit for the New Building, 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.

3.2 For certainty, the Owner and the City agree that section 3.1 does not apply to the Utility Building.

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 for the New Building 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.

4.2 For certainty, the Owner and the City agree that section 4.1 does not apply to the Utility Building.

ARTICLE 5

RECORD KEEPING

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

(a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;

(c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:

(i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

(d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6
ENFORCEMENT

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

ARTICLE 7
RELEASE AND INDEMNITY

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

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

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

A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;

C. withholding any permit pursuant to this Agreement; or

D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

B. withholding any permit pursuant to this Agreement;

C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

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

The indemnities in this ARTICLE 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
SUBDIVISION OF LANDS

8.1 Subdivision of the Lands: Notwithstanding Section 2.1(j):

(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; and

(b) Following the Subdivision, upon request of the Owner, the City covenants and agrees to execute and deliver a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the For-Profit Affordable Rental Housing Units, provided that:

(i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units or in respect of the parcel containing same pursuant to this Agreement;

(ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;

(iii) the City will have a reasonable amount of time to execute and return any such discharge; and

(iv) the preparation and registration of any such discharge will be without cost to the City.

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 12th Avenue
Vancouver, British Columbia
V5Y 1V4

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

If to the Owner, addressed to:

TL Regent Property Inc.
c/o 2900 - 550 Burrard Street
Vancouver, British Columbia
V6C 0A3

Attention: Allison MacInnis / 335186.00009

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; 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.

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 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.

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

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 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.

SCHEDULE A

BELOW-MARKET RENTAL HOUSING REPORT

Unit Number	Unit Type	Unit Floor Area (sq. ft., area counted in FSR calculation)	Tenancy Start or Modified Date (Month, Day, Year)	Length of Occupancy of Current Tenant (Number of Months)	Initial Monthly Rental Rate	Current Monthly Rental Rate	Maximum Gross Aggregate Household Income (48x initial monthly rent for new tenancies, 60x current monthly rent for existing tenancies)	Aggregate Gross Household Income	Number of Occupants	Eligibility Re-Verification Date (Every 5 Years from Tenancy Start or Modification Date)

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 4475 Trafalgar Street

On December 12, 2023, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 4475 Trafalgar 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:

PID: 011-090-235	Lot A (Explanatory Plan 7180) Block J District Lot 2027 Plan 5702

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

LTSA

Land Title Act

Charge

General Instrument – Part 1

1. Application

Kuhn LLP Legal Counsel
32160 South Fraser Way Unit 100
Abbotsford BC V2T 1W5
6048648877

2. Description of Land

PID/Plan Number	Legal Description
011-090-235	**LOT A (EXPLANATORY PLAN 7180) BLOCK J DISTRICT LOT 2027 PLAN 5702**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219, LTA Covenant** **Entire Document - Social Housing**
PRIORITY AGREEMENT		**Granting Priority of the above charge over Mortgage No. BT28667 (as modified by BW577154, BX252557, and CA6283847) and Assignment of Rents No. BT28668**
PRIORITY AGREEMENT		**Granting Priority of the above charge over Mortgage No. CB1606104 and Assignment of Rents No. CB1606105**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CALLING MINISTRIES, NO.S-29198

PEOPLES TRUST COMPANY, AS TO PRIORITY

CANADA MORTGAGE AND HOUSING CORPORATION, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Dylan J. Shaw Barrister & Solicitor 100-32160 South Fraser Way Abbotsford, BC V2T 1W5	YYYY-MM-DD 2024-07-16	**CALLING MINISTRIES** By their Authorized Signatory **Name:** Terrence Alan Robertson **Name:**

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** By their Authorized Signatory **Name:** **Name:**

Officer Certification

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

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LTSA

Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**PEOPLES TRUST COMPANY** By their Authorized Signatory **Name:** **Name:**

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
700 Montreal Road Ottawa ON K1A 0P7 **Aislinn Claire Dionne, Notary Public, Province of Ontario, limited to the attestation of instruments and the taking of affidavits, for Canada Mortgage and Housing Corporation.** **Expires January 26, 2036.**	YYYY-MM-DD 2026-07-15	**CANADA MORTGAGE AND HOUSING CORPORATION** By their Authorized Signatory **Name:** **Birinder Rajput** **Senior Officer, Lending Programs** **Name:** **Marie-France Ladouceur** **Manager, Lending Programs**

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.

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LTSA Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Darren Kozol Barrister & Solicitor 604-331-2238 PEOPLES TRUST COMPANY #1400 - 888 Dunsmuir St. Vancouver, BC V6C 3K4	YYYY-MM-DD 2026-07-15	**PEOPLES TRUST COMPANY** By their Authorized Signatory **Name:** Dorothy Yu Assistant Vice President Lending & Portfolio Services **Name:** Jonathan Wong Vice President & Regional Manager Commercial Banking BC

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	**CANADA MORTGAGE AND HOUSING CORPORATION** 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

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

4475 TRAFALGAR STREET

WHEREAS:

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

(i) the Transferor, CALLING MINISTRIES, 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 for a development permit pursuant to Development Application No. DP-2023-00689 (the **"Development Application"**) to develop on this site for a new 3 storey multiple dwelling containing 20 Dwelling Units (social housing) to replace 2 of the existing buildings on this site to maintain 136 Dwelling Units, which application was approved by the Development Permit Board in principle, subject to, *inter alia*, fulfilment of the following conditions prior to issuance of the development permit:

"*2.3 Arrangements shall be made to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing 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:*

i. *A no separate-sales covenant;*

ii. *A no stratification covenant;*

iii. *That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*

iv. *A requirement that not less than 30% of the social housing units will be occupied only by households with incomes below the current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of*

the members of the household occupying such social housing unit;

v. *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*

vi. *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."*

(the **"Social Housing Condition"**); and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

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

(a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;

(b) **"Approving Officer"** means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;

(c) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);

(d) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

(e) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

(f) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;

(g) **"Development"** means the development on the Lands described in Recital C as contemplated by the Development Application;

(h) **"Development Application"** means the development application described in Recital C;

(i) "**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 Development Application at any time following the date this Agreement is fully executed by the parties;

(j) **"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;

(k) **"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, and for greater certainty does not include the four guest suites to be developed as an amenity for occupants of the New Building;

(l) **"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;

(m) **"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);

(n) "***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;

(o) "**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;

(p) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

(q) "**New Building**" means the 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;

(r) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;

(s) **"Owner"** means the Transferor, Calling Ministries, and any successors in title to the Lands or a portion of the Lands;

(t) **"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;

(u) **"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;

(v) ***"Residential Tenancy Act"*** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

(w) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:

(i) in which at least 30% of the Dwelling Units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;

(ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and

(iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;

(x) **"Social Housing 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) "**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

(aa) "***Vancouver Charter***" means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

(a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

(b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

(c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

(d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the 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 New Building and the portion of the Lands on which the New Building is located 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 not less than 20 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 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 Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for 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 final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit and which rents will comply with those applicable to the Social Housing Units; 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
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 IV4

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:

Calling Ministries
109- 4425 Trafalgar Street
Vancouver, British Columbia
V6L 2M7

Attention: Chief Executive Officer

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 grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands;

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

(a) **"Existing Charges"** means the Mortgage registered under number BT28667, modified by BW577154, BX252557 and CA6283847 and the Assignment of Rents registered under number BT28668;

(b) **"Existing Chargeholder"** means Peoples Trust Company (Incorporation No. A0033943);

(c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and

(d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

(i) consents to the Owner granting the New Charges to the City; and

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

(a) **"Existing Charges"** means the Mortgage registered under number CB1606104 and the Assignment of Rents registered under number CB1606105;

(b) **"Existing Chargeholder"** means Canada Mortgage and Housing Corporation;

(c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument – Part 2; and

(d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument – Part 2.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

(i) consents to the Owner granting the New Charges to the City; and

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 556 – 558 Powell Street

At a meeting on March 31, 2025, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18493) to the Owner of 556 – 558 Powell Street to support repairs to the exterior structure, upgrades to interior doors and walls, replacement of flooring, as well as plumbing, mechanical, and electrical upgrades, subject to fulfillment of the condition that the Owner first make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement with the City pursuant to Section 565.2 of the Vancouver Charter to secure rents on one-third of the 23 units (8 units) in the Building at the shelter component of income assistance for 10 years.

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
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 556 – 558 Powell 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:

015-586-057 LOT 12 BLOCK 53 DISTRICT LOT 196 PLAN 196

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Michael Hanuman
Miller Thomson LLP
Suite 2200 - 700 West Georgia Street
Vancouver BC V7Y 1K8
604.687.2242

DTES CLT File No. 0280220.0005
Housing Agreement and Building Use Covenant
Part II Terms 94151968

2. Description of Land

PID/Plan Number	Legal Description
015-586-057	**LOT 12 BLOCK 53 DISTRICT LOT 196 PLAN 196**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Agreement**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

DOWNTOWN EASTSIDE COMMUNITY LAND TRUST ASSOCIATION, NO.S0077613

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
ADAM THOMPSON *BARRISTER & SOLICITOR* 700 WEST GEORGIA STREET SUITE 2200 VANCOUVER, B.C. V7Y 1K8 (604) 687-2242	YYYY-MM-DD 2026-07-17	**DOWNTOWN EASTSIDE COMMUNITY LAND TRUST ASSOCIATION** By their Authorized Signatory **Print Name:** ANDREW BOND **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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** By their Authorized Signatory **Print Name:** **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.

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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.

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
556 - 558 POWELL STREET

WHEREAS:

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

(i) the Transferor, **DOWNTOWN EASTSIDE COMMUNITY LAND TRUST ASSOCIATION**, 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. At a meeting on March 31, 2025, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18493) to the Owner to support repairs to the exterior structure, upgrades to interior doors and walls, replacement of flooring, as well as plumbing, mechanical, and electrical upgrades, subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* to secure rents on one-third of the 23 units (8 units) in the Building at the shelter component of income assistance for 10 years, on the terms and conditions more particularly set out in the minutes of the meeting (collectively, the "**Housing Condition**"); and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

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

(a) "**Affordable Market Rents**" means the average market rents posted by Canada Mortgage and Housing Corporation applicable to the location of the Lands;

(b) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;

(c) "**Building**" means the building on the Lands and includes each and every portion of that building;

(d) "**City Manager**" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

(e) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

(f) "**Commencement Date**" means the date as of which this Agreement has been executed by all parties to it;

(g) "**Development Permit**" means any development permit(s) issued by the City in respect of the improvements of the Building described in Recital C above and as more particularly set out in the Council Report presented March 31, 2026 (RTS 18493);

(h) "**Director of Legal Services**" means the chief administrator from time to time of the Legal Services Department of the City and his/her successors in function and their respective nominees;

(i) "**General Manager of Arts, Culture and Community Services**" means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;

(j) "**Housing Condition**" has the meaning ascribed to that term in Recital C;

(k) "**Income Assistance**" means income received under the *Employment and Assistance Act* (British Columbia), the *Employment and Assistance for Persons with Disabilities Act* (British Columbia), or their respective successor legislation, which for greater certainty, does not include "hardship assistance" defined in the foregoing legislation;

(l) "***Land Title Act***" means the *Land Title Act*, R.S.B.C. 1996, c. 250;

(m) "**Lands**" means the lands described in Item 2 in the Form C attached hereto;

(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) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;

(p) "**Owner**" means the Transferor, DOWNTOWN EASTSIDE COMMUNITY LAND TRUST ASSOCIATION, and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then "**Owner**" includes, without limitation, any strata corporation thereby created, and in respect of

individual strata lots within such strata corporation, the respective owner(s) thereof;

(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 (subject to Article 2), at arms 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, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(r) "***Residential Tenancy Act***" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;

(s) "**Shelter Rate Housing**" means Rental Housing where the tenant's contribution towards rent is no more than the shelter component of Income Assistance;

(t) "**SRO Units**" means 23 single room occupancy residential units within the Building, which units will comply with the terms hereof applicable to the same, and "**SRO Unit**" means any one of them, and those terms include each and all units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;

(u) "**Term**" means the term of this Agreement, which will commence on the Commencement Date and will end on the earlier of:

(i) the date as of which the Building is demolished or substantially destroyed; or

(ii) the date that is 10 years from the date on which the final Occupancy Permit is issued for the renovated Building; and

(v) "***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 with the City that:

(a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;

(b) it will promptly renovate, and throughout the Term will diligently repair and maintain, the SRO Units in accordance with the Development Permit, any building permit issued pursuant thereto, and the requirements of this Agreement;

(c) throughout the Term,

(i) not less than one-third of all of the SRO Units (8 SRO Units) will be used only for Shelter Rate Housing; and

(ii) the remaining SRO Units will be Affordable Market Rents provided that they shall not exceed ninety percent (90%) of:

A. The appraised market rent for a comparable unit in the East Hastings zone (where a "comparable unit" means a unit of the

same type, similar sized and in a building with a similar age and quality of construction); or

B. In the absence of comparable units in the East Hastings zone, CMHC's Rental Survey for Vancouver for the applicable year of construction, or an equivalent publication (as may be approved by the General Manager of Arts, Culture and Community Services).

(d) 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 SRO Unit to be sold or otherwise transferred unless title to every SRO Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the SRO Units;

(e) throughout the Term, it will not suffer, cause or permit the Building or the Lands to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

(f) throughout the Term, any sale of a SRO Unit in contravention of the covenant in Section 2.1(d), and any subdivision of the Building or the Lands in contravention of Section 2.1(e), 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;

(g) it will insure, or cause to be insured, the Building, the SRO Units 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

(h) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the SRO Units or any part of any thereof are/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
RECORD KEEPING

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

ARTICLE 4
ENFORCEMENT

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

ARTICLE 5
RELEASE AND INDEMNITY

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

(a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

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

A. reviewing, accepting or approving any design, specifications, materials and methods for construction of the renovations of the Building contemplated by the Development Permit and any building permit issued pursuant thereto;

B. withholding any permit pursuant to this Agreement; or

C. 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

(iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City,

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

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

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

ARTICLE 6
NOTICES

6.1 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 IV4

Attention: City Clerk
With concurrent copies to the General Manager of Arts, Culture and Community Services and the Director of Legal Services

(b) if to the Owner:

DOWNTOWN EASTSIDE COMMUNITY LAND TRUST ASSOCIATION
421 - 268 Keefer Street
Vancouver, British Columbia V6A 1X5

Attention: _____

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 7
MISCELLANEOUS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 Priority of Registration. 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 His Majesty the King in Right of the Province of British Columbia respecting the Lands;

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

7.8 Further Assurances. Each party shall 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.

7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

7.10 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.

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 404 Abbot Street

At meetings on:

(i) February 4, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18288) to the Owner of 404 Abbot Street to support the implementation of sprinkler system separation valves in accordance with recent Fire By-law amendments for fire protection upgrades; and

(ii) March 31, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18493) to the Owner of 404 Abbot Street to support repairs to the common bathrooms, essential upgrades to shared kitchen facilities, replacement of the elevator door operator and repairs to the south facing external fire escape,

each subject to fulfillment of the condition that the Owner first make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the Vancouver Charter to secure rents on one-third of the 72 units (24 units) in the Building at the shelter component of income assistance for 10 years.

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
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 404 Abbot 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:

PID: 006-854-796	LOT 1 BLOCK 29 DISTRICT LOT 541 PLAN 210
PID: 006-854-826	LOT 2 BLOCK 29 DISTRICT LOT 541 PLAN 210
PID: 006-854-842	THE WEST 10 FEET OF LOT 3 BLOCK 29 DISTRICT LOT 541 PLAN 210

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Grossman LLP Barristers & Solicitors
Box 55, Suite 800 1090 West Georgia Street
Vancouver BC V6E 3V7
604-683-7454

File No.: 5899-000

2. Description of Land

PID/Plan Number	Legal Description
006-854-796	**LOT 1 BLOCK 29 DISTRICT LOT 541 PLAN 210**
006-854-826	**LOT 2 BLOCK 29 DISTRICT LOT 541 PLAN 210**
006-854-842	**THE WEST 10 FEET OF LOT 3 BLOCK 29 DISTRICT LOT 541 PLAN 210**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CENTRAL CITY FOUNDATION, NO.S-28411

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Vincent Santacroce **Barrister & Solicitor** Grossman LLP Box 55, Suite 800 1090 West Georgia Street Vancouver BC V6E 3V7 Phone: 604-683-7454	YYYY-MM-DD **2026-07-17**	**CENTRAL CITY FOUNDATION** By their Authorized Signatory **Jennifer Johnstone**

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** By their Authorized Signatory **PRINT NAME:** **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.

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
404 ABBOTT STREET

WHEREAS:

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

(i) the Transferor, **CENTRAL CITY FOUNDATION**, 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. At meetings on:

(i) February 4, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18288) to the Owner to support the implementation of sprinkler system separation valves in accordance with recent Fire By-law amendments for fire protection upgrades; and

(ii) March 31, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18493) to the Owner to support repairs to the common bathrooms, essential upgrades to shared kitchen facilities, replacement of the elevator door operator and repairs to the south facing external fire escape,

each subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* to secure rents on one-third of the 72 units (24 units) in the Building at the shelter component of income assistance for 10 years, on the terms and conditions more particularly set out in the minutes of the meetings

(collectively, the "**Housing Condition**"); and

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

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the 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) **"Building"** means the building on the Lands and includes each and every portion of that building;

(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 executed by all parties to it;

(f) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and his/her successors in function and their respective nominees;

(g) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;

(h) **"Housing Condition"** has the meaning ascribed to that term in Recital C;

(i) **"Income Assistance"** means income received under the *Employment and Assistance Act* (British Columbia), the *Employment and Assistance for Persons with Disabilities Act* (British Columbia), or their respective successor legislation, which for greater certainty, does not include "hardship assistance" defined in the foregoing legislation;

(j) **"*Land Title Act*"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

(k) **"Lands"** means the lands described in Item 2 in the Form C attached hereto;

(l) **"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;

(m) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of the Building issued after the date of registration of this Agreement;

(n) **"Owner"** means the Transferor, CENTRAL CITY FOUNDATION, and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then **"Owner"** includes, without limitation, any strata corporation thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;

(o) **"Permit"** means any building or development permit(s) issued by the City in respect of the improvements of the Building described in Recital C above and as more particularly set out in the Council Reports presented February 4, 2026 (RTS No. 18288) and March 31, 2026 (RTS 18493);

(p) **"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 arms 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, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(q) ***"Residential Tenancy Act"*** means the *Residential Tenancy Act* S.B.C. 2002, c. 78;

(r) **"Shelter Rate Housing"** means Rental Housing where the tenant's contribution towards rent is no more than the shelter component of Income Assistance;

(s) **"SRO Units"** means 72 single room occupancy residential units within the Building, which units will comply with the terms hereof applicable to the same, and **"SRO Unit"** means any one of them, and those terms include each and all units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;

(t) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the earlier of:

(i) the date as of which the Building is demolished or substantially destroyed; and

(ii) the date that is 10 years from the date on which:

A. the final Occupancy Permit is issued for the Building for the work undertaken pursuant to the Permit;

B. if there is no Occupancy Permit applicable, the work undertaken pursuant to the Permit has passed final inspection by the City; or

C. if there is no Occupancy Permit or Permit applicable, the work on the Building described in Recital C above has passed final inspection by the City; or

D. if there is no Occupancy Permit, Permit or final inspection applicable for the work on the Building described in Recital C above, from the date of completion of such work as determined by the City.

(u) "***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 with the City that:

(a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;

(b) it will promptly renovate, and throughout the Term will diligently repair and maintain, the SRO Units in accordance with the Permit and the requirements of this Agreement;

(c) throughout the Term, not less than one-third of all of the SRO Units (24 SRO Units) will be used only for Shelter Rate Housing;

(d) 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 SRO Unit to be sold or otherwise transferred unless title to every SRO Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the SRO Units;

(e) throughout the Term, it will not suffer, cause or permit the Building or the Lands to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

(f) throughout the Term, any sale of a SRO Unit in contravention of the covenant in Section 2.1(d), and any subdivision of the Building or the Lands in contravention of Section 2.1(e), 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;

(g) it will insure, or cause to be insured, the Building, the SRO Units 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

(h) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the SRO Units or any part of any thereof are/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
RECORD KEEPING

3.1 The Owner will keep accurate records pertaining to the use and occupancy of the SRO Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by

the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 4
ENFORCEMENT

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

ARTICLE 5
RELEASE AND INDEMNITY

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

(a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

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

A. reviewing, accepting or approving any design, specifications, materials and methods for construction of the renovations of the Building contemplated by the Permit;

B. withholding any permit pursuant to this Agreement; or

C. 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

(iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City,

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

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

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

ARTICLE 6
NOTICES

6.1 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 IV4

Attention: City Clerk
With concurrent copies to the General Manager of Arts, Culture and Community Services and the Director of Legal Services

(b) if to the Owner:

CENTRAL CITY FOUNDATION
304 W Cordova St #206
Vancouver, British Columbia V6B 1E8

Attention: _____

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 7
MISCELLANEOUS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 Priority of Registration. 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 His Majesty the King in Right of the Province of British Columbia respecting the Lands;

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

7.8 Further Assurances. Each party shall 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.

7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof,

to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

7.10 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.

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 29-31 West Hastings Street

At meetings on:

(i) February 4, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18288) to the Owner of 29-31 West Hastings Street to support the implementation of sprinkler system separation valves in accordance with recent Fire By-law amendments for fire protection upgrades;

(ii) March 31, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18493) to the Owner of 29-31 West Hastings Street to support the purchase and installation of a magnetic door holder (maglock) system for all common area doors in the Building,

each subject to fulfillment of the condition that the Owner first make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the Vancouver Charter to secure rents on one-third of the 42 units (14 units) in the Building at the shelter component of income assistance for 10 years.

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
July 28, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 29-31 West Hastings 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:

PID: 011-882-093	LOT C OF LOTS 13, 14 AND 15 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 1193

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

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Grossman LLP Barristers & Solicitors
Box 55, Suite 800 1090 West Georgia Street
Vancouver BC V6E 3V7
604-683-7454

File No.: 5899-00

2. Description of Land

PID/Plan Number	Legal Description
011-882-093	**LOT C OF LOTS 13, 14 AND 15 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN 1193**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		**Granting Covenant priority over Mortgage BV259083**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CENTRAL CITY FOUNDATION, NO.S-28411

CANADA MORTGAGE AND HOUSING CORPORATION, AS TO PRIORITY ONLY

6. Transferee(s)

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

7. Additional or Modified Terms

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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)
Vincent Santacroce **Barrister & Solicitor** Grossman LLP Box 55, Suite 800 1090 West Georgia Street Vancouver BC V6E 3V7 Phone: 604-683-7454	YYYY-MM-DD **2026-07-17**	**CENTRAL CITY FOUNDATION** By their Authorized Signatory **Jennifer Johnstone**

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	**CANADA MORTGAGE AND HOUSING CORPORATION** By their Authorized Signatory **Print Name:** **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.

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LTSA 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 **Print Name:** **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.

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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
29-31 WEST HASTINGS STREET

WHEREAS:

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

(i) the Transferor, **CENTRAL CITY FOUNDATION**, 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. At meetings on:

(i) February 4, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18288) to the Owner to support the implementation of sprinkler system separation valves in accordance with recent Fire By-law amendments for fire protection upgrades;

(ii) March 31, 2026, the City's Council approved a Single Room Occupancy Upgrading Grant (RTS 18493) to the Owner to support the purchase and installation of a magnetic door holder (maglock) system for all common area doors in the Building,

each subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* to secure rents on one-third of the 42 units (14 units) in the Building at the shelter component of income assistance for 10 years, on the terms and conditions more particularly set out in the minutes of the meetings

(collectively, the **"Housing Condition"**); and

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

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the 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) **"Building"** means the building on the Lands and includes each and every portion of that building;

(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 executed by all parties to it;

(f) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and his/her successors in function and their respective nominees;

(g) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;

(h) **"Housing Condition"** has the meaning ascribed to that term in Recital C;

(i) **"Income Assistance"** means income received under the *Employment and Assistance Act* (British Columbia), the *Employment and Assistance for Persons with Disabilities Act* (British Columbia), or their respective successor legislation, which for greater certainty, does not include "hardship assistance" defined in the foregoing legislation;

(j) ***"Land Title Act"*** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

(k) **"Lands"** means the lands described in Item 2 in the Form C attached hereto;

(l) **"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;

(m) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of the Building issued after the date of registration of this Agreement;

(n) **"Owner"** means the Transferor, CENTRAL CITY FOUNDATION, and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then **"Owner"** includes, without limitation,

any strata corporation thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;

(o) **"Permit"** means any building or development permit(s) issued by the City in respect of the improvements of the Building described in Recital C above and as more particularly set out in the Council Reports presented February 4, 2026 (RTS No. 18288) and March 31, 2026 (RTS 18493);

(p) **"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 arms 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, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(q) ***"Residential Tenancy Act"*** means the *Residential Tenancy Act* S.B.C. 2002, c. 78;

(r) **"Shelter Rate Housing"** means Rental Housing where the tenant's contribution towards rent is no more than the shelter component of Income Assistance;

(s) **"SRO Units"** means 42 single room occupancy residential units within the Building, which units will comply with the terms hereof applicable to the same, and **"SRO Unit"** means any one of them, and those terms include each and all units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;

(t) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the earlier of:

(i) the date as of which the Building is demolished or substantially destroyed;

(ii) the date that is 10 years from the date on which:

A. the final Occupancy Permit is issued for the Building for the work undertaken pursuant to the Permit;

B. if there is no Occupancy Permit applicable, the work undertaken pursuant to the Permit has passed final inspection by the City; or

C. if there is no Occupancy Permit or Permit applicable, the work on the Building described in Recital C above has passed final inspection by the City; or

D. if there is no Occupancy Permit, Permit or final inspection applicable for the work on the Building described in Recital C above, from the date of completion of such work as determined by the City.

(u) "***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 with the City that:

(a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;

(b) it will promptly renovate, and throughout the Term will diligently repair and maintain, the SRO Units in accordance with the Permit and the requirements of this Agreement;

(c) throughout the Term, not less than one-third of all of the SRO Units (14 SRO Units) will be used only for Shelter Rate Housing;

(d) 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 SRO Unit to be sold or otherwise transferred unless title to every SRO Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the SRO Units;

(e) throughout the Term, it will not suffer, cause or permit the Building or the Lands to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

(f) throughout the Term, any sale of a SRO Unit in contravention of the covenant in Section 2.1(d), and any subdivision of the Building or the Lands in contravention of Section 2.1(e), 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;

(g) it will insure, or cause to be insured, the Building, the SRO Units 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

(h) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the SRO Units or any part of any thereof are/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
RECORD KEEPING

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

ARTICLE 4
ENFORCEMENT

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

ARTICLE 5
RELEASE AND INDEMNITY

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

(a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

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

A. reviewing, accepting or approving any design, specifications, materials and methods for construction of the renovations of the Building contemplated by the Permit;

B. withholding any permit pursuant to this Agreement; or

C. 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:

(i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

(ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

(iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City,

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

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

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

ARTICLE 6
NOTICES

6.1 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 IV4

Attention: City Clerk
With concurrent copies to the General Manager of Arts, Culture and Community Services and the Director of Legal Services

(b) if to the Owner:

CENTRAL CITY FOUNDATION
304 W Cordova St #206
Vancouver, British Columbia V6B 1E8

Attention: _____

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 7
MISCELLANEOUS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 Priority of Registration. 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 His Majesty the King in Right of the Province of British Columbia respecting the Lands;

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

7.8 Further Assurances. Each party shall 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.

7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof,

to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

7.10 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) **"Existing Charge"** means the Mortgage registered under number BV259083;

(b) **"Existing Chargeholder"** means the Canada and Housing Mortgage Corporation;

(c) **"New Charge"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and

(d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

(a) consents to the Owner granting the New Charge to the City; and

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

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 amend
Vancouver Official Development Plan By-law No. 14660
regarding amendments to implement the Villages Planning Program

At the Council meeting on July 28, 2026, Council resolved to amend the Vancouver Official Development Plan to change the Generalized Land Use designations for the Village areas and amend a reference map. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
regarding amendments to implement the Villages Planning Program

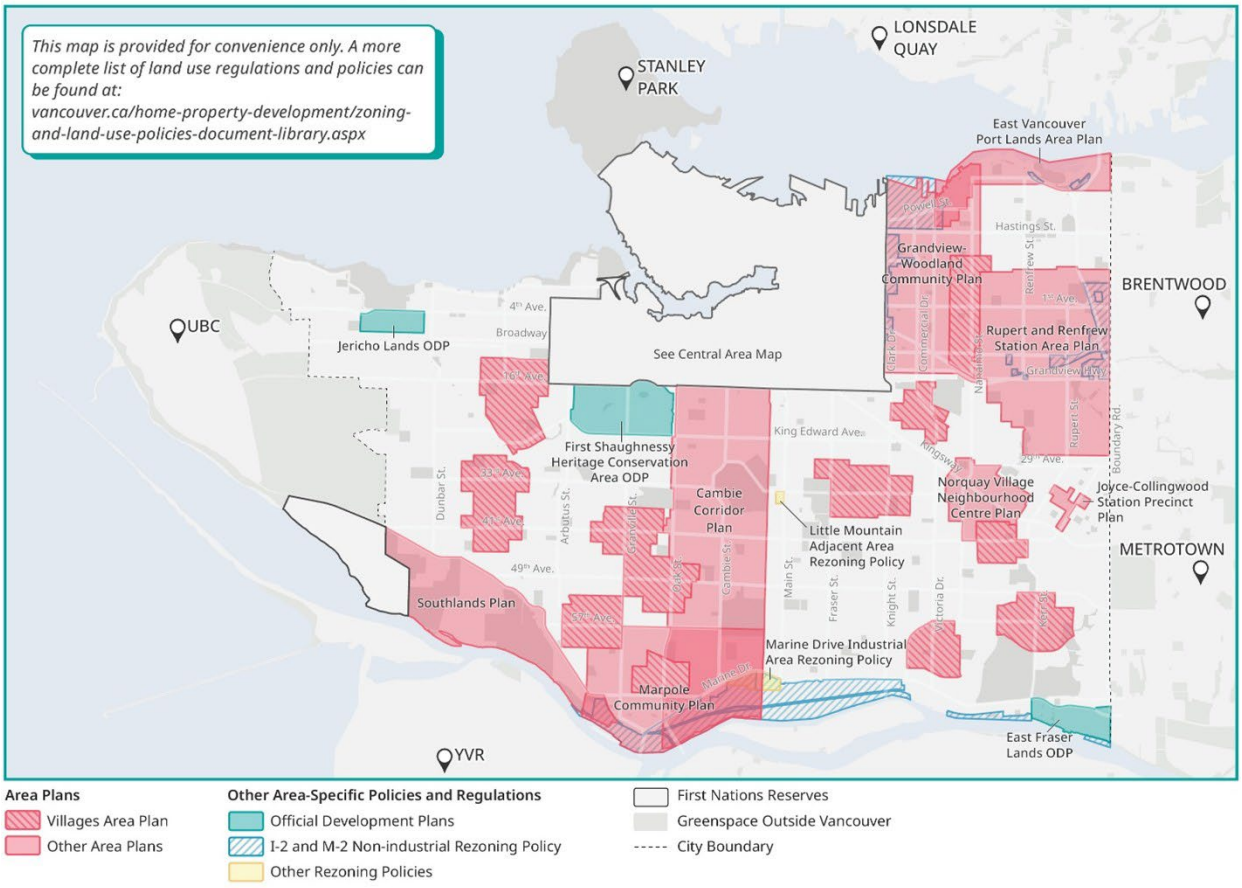
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This by-law amends the indicated provisions of Schedule A of the Vancouver Official Development Plan By-law No. 14660.

2. Council amends the Generalized Land Use designations of the lands identified in the maps attached to this by-law as Schedule A by amending Map 4 to redesignate the lands to either Residential Low-Rise or Mixed-Use Low-Rise as shown in the maps in Schedule A, and amends all corresponding illustrative maps in Part 4 accordingly.

3. In Appendix B, Council strikes out Map B2 and substitutes the following:

"**Map B2**: Area-specific policies and regulations (city-wide)



".

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

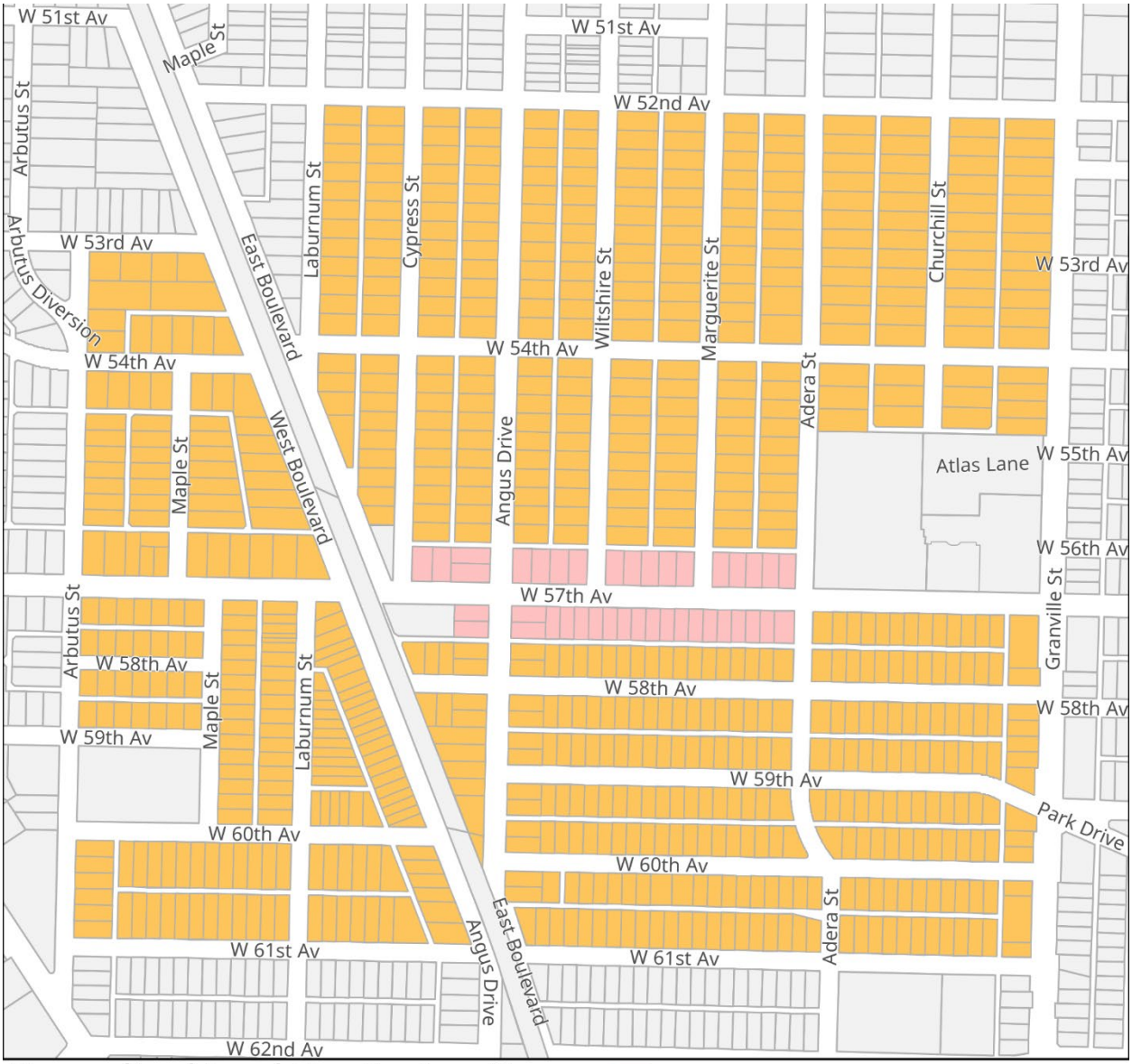
5. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



Generalized Land Use Designations

Angus Dr & W 57th Ave Village

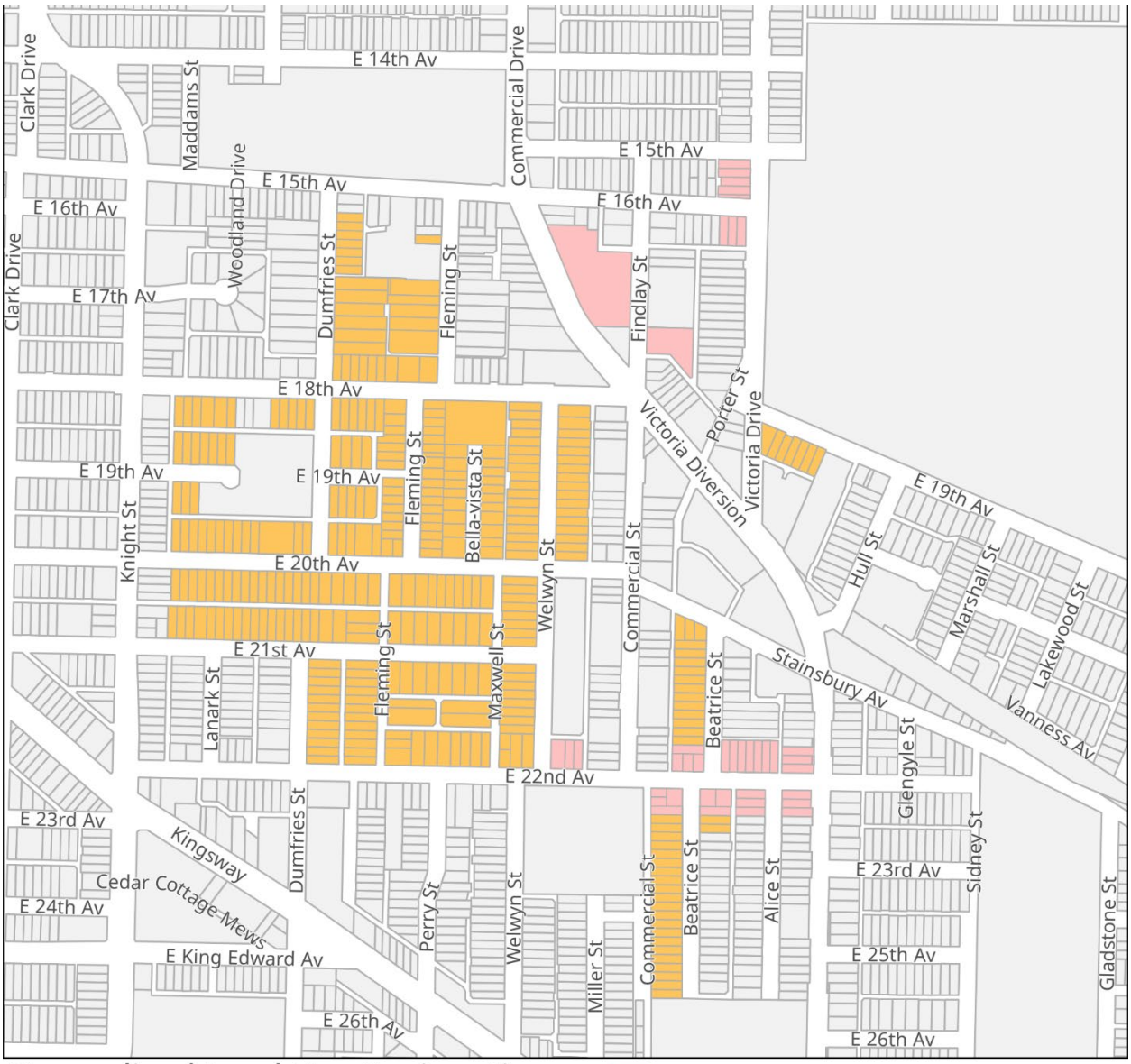
Mixed-Use Low-Rise

Residential Low-Rise

0 60 120 240

Meters

Map 1 of 17



Generalized Land Use Designations

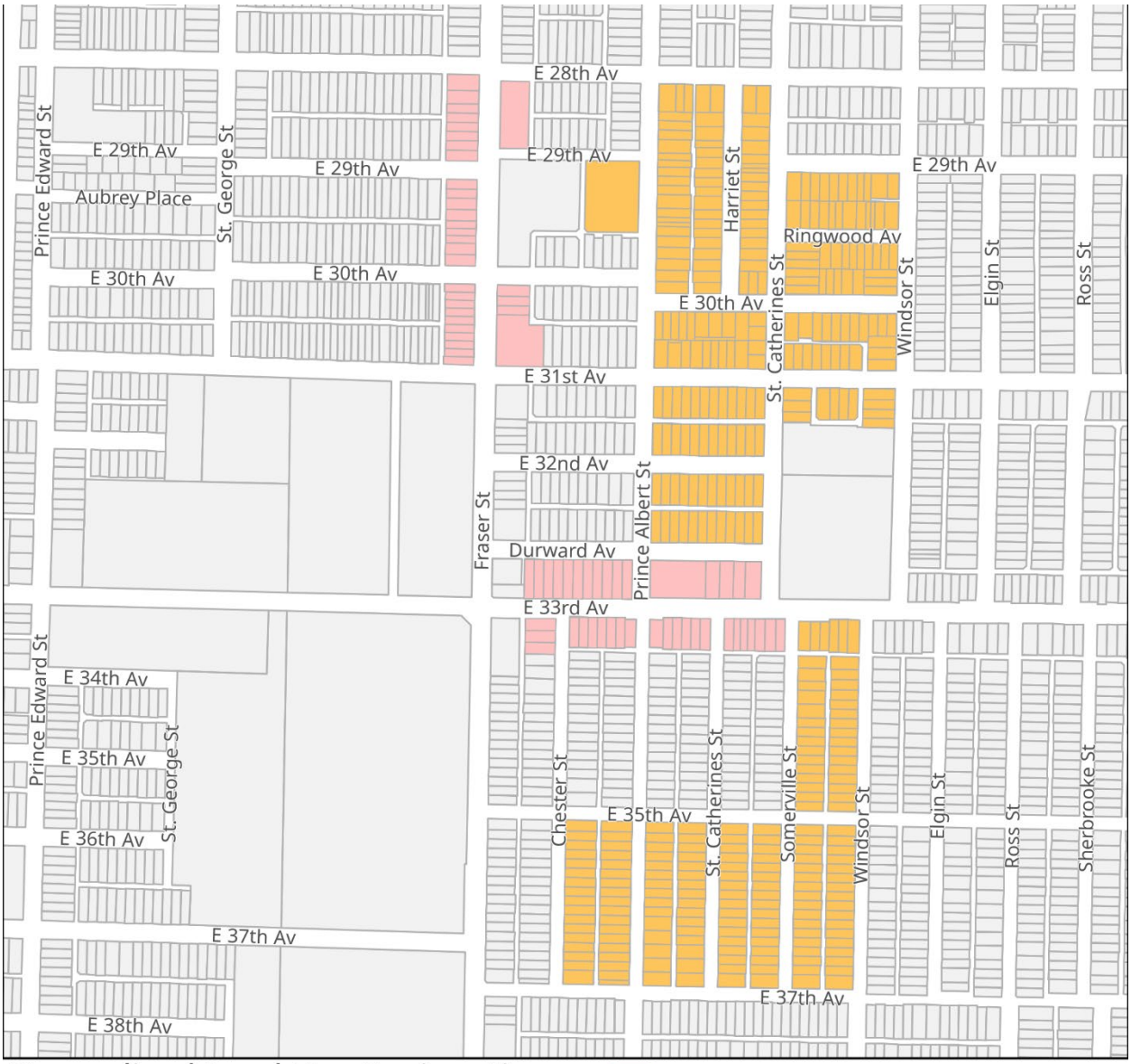
Commercial St & E 20th Ave Village

Mixed-Use Low-Rise

Residential Low-Rise

0 65 130 260

Meters



Generalized Land Use Designations

Fraser St & E 33rd Ave Village

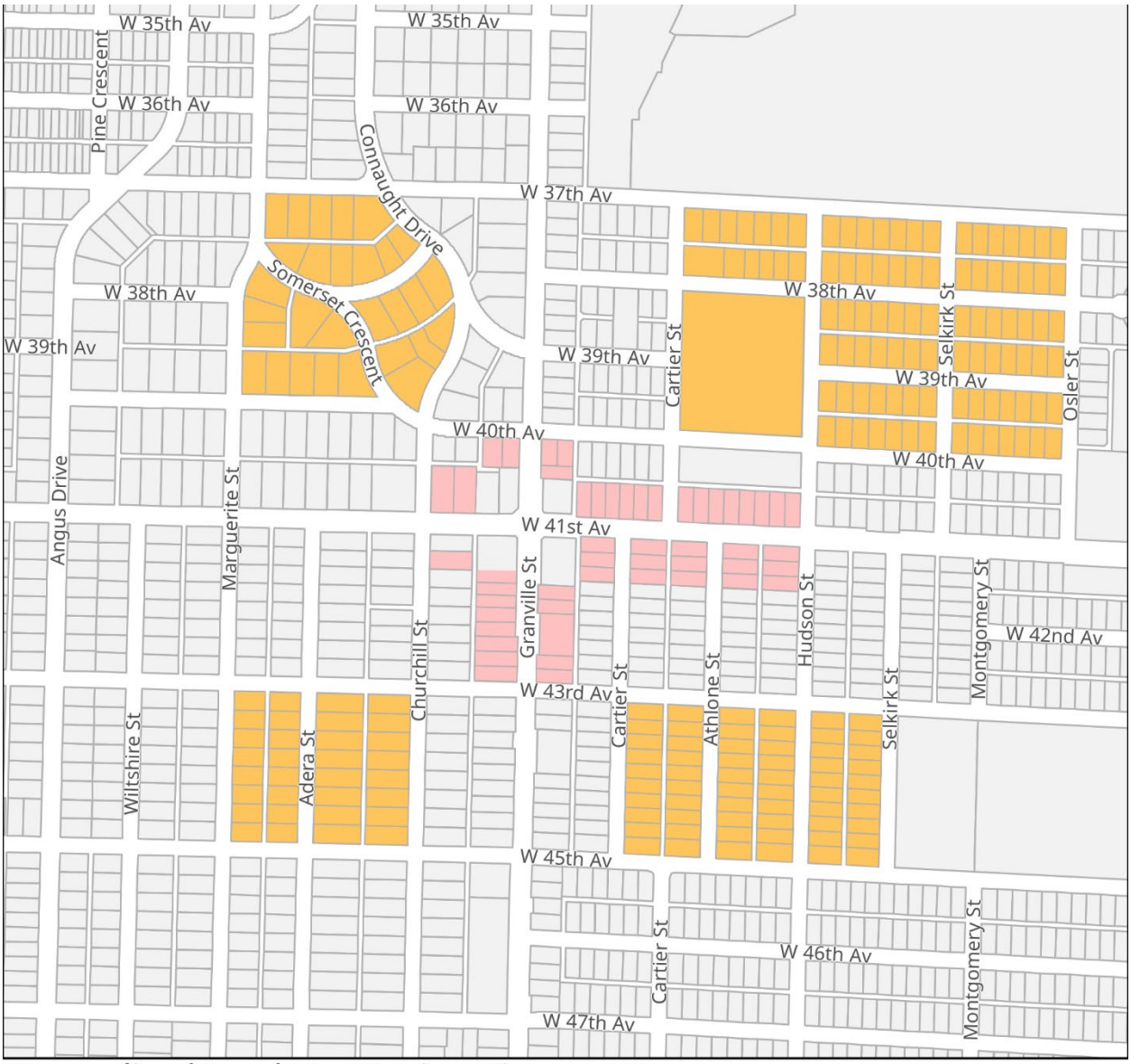
Mixed-Use Low-Rise

Residential Low-Rise

0 60 120 240

Meters

Map 3 of 17



Generalized Land Use Designations

Granville St & W 41st Ave Village

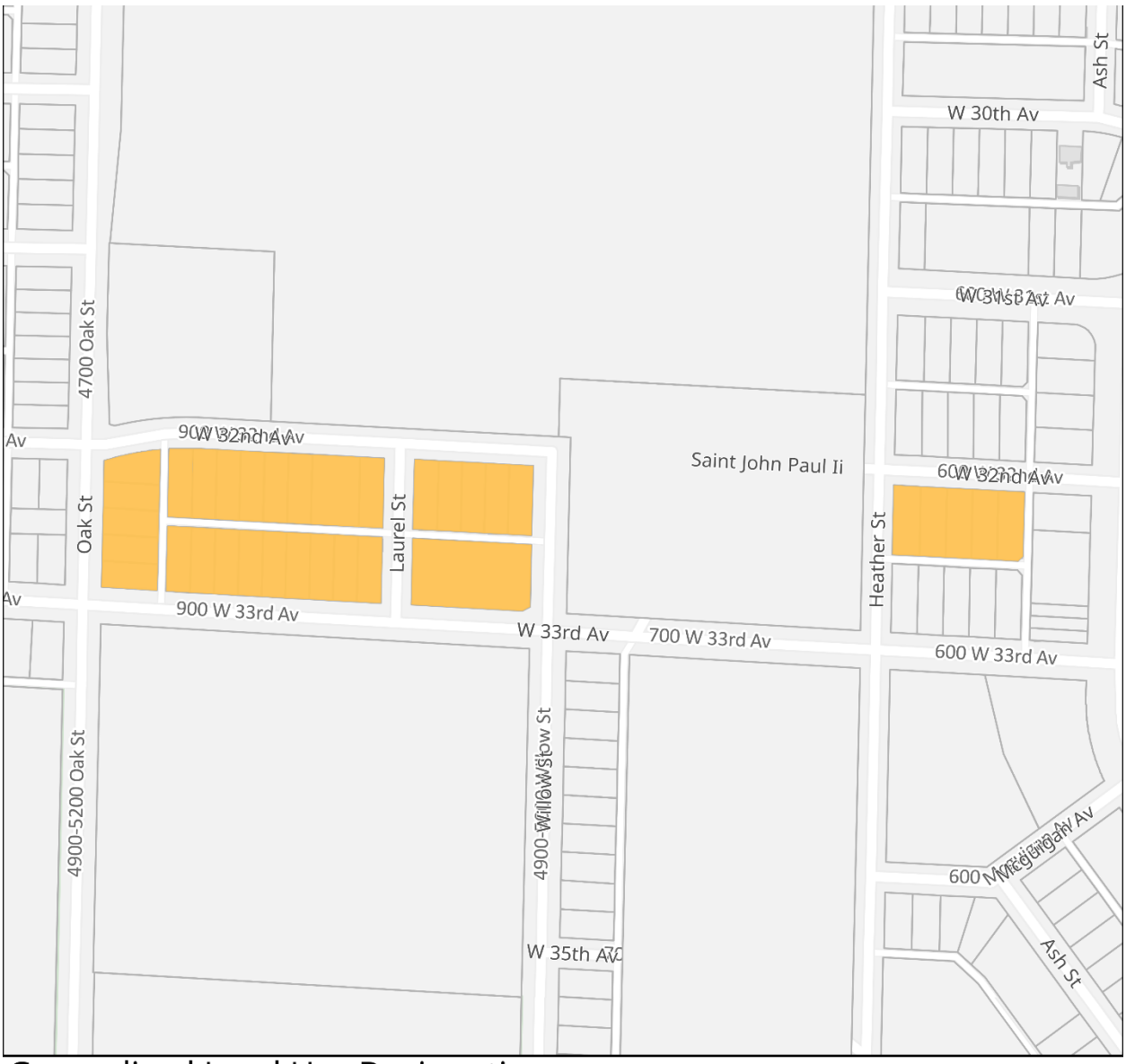
Mixed-Use Low-Rise

Residential Low-Rise

0 70 140 280

Meters

Map 4 of 17



Generalized Land Use Designations

Heather St & 33rd Ave Village

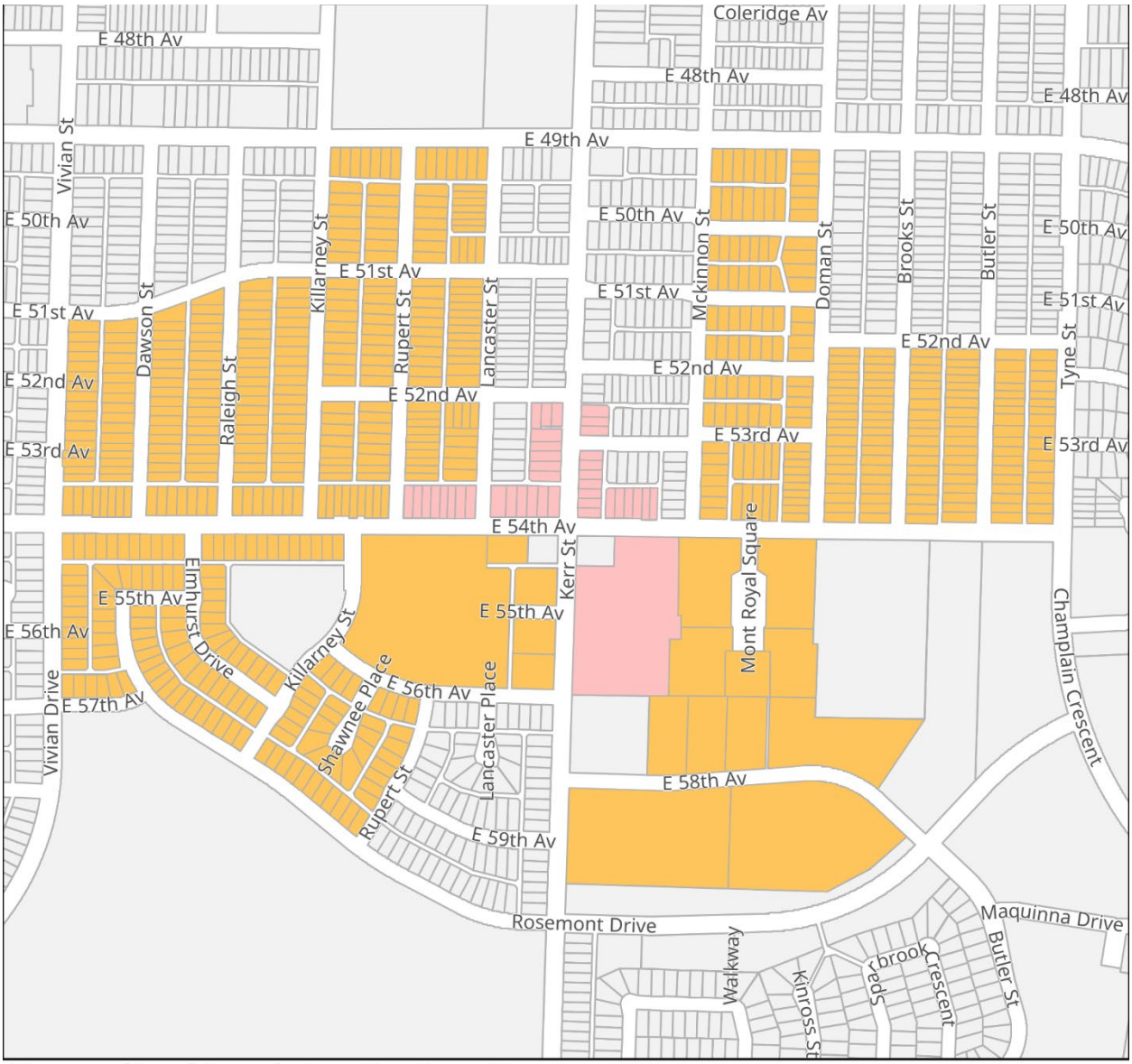
Mixed-Use Low-Rise

Residential Low-Rise

0 35 70 140

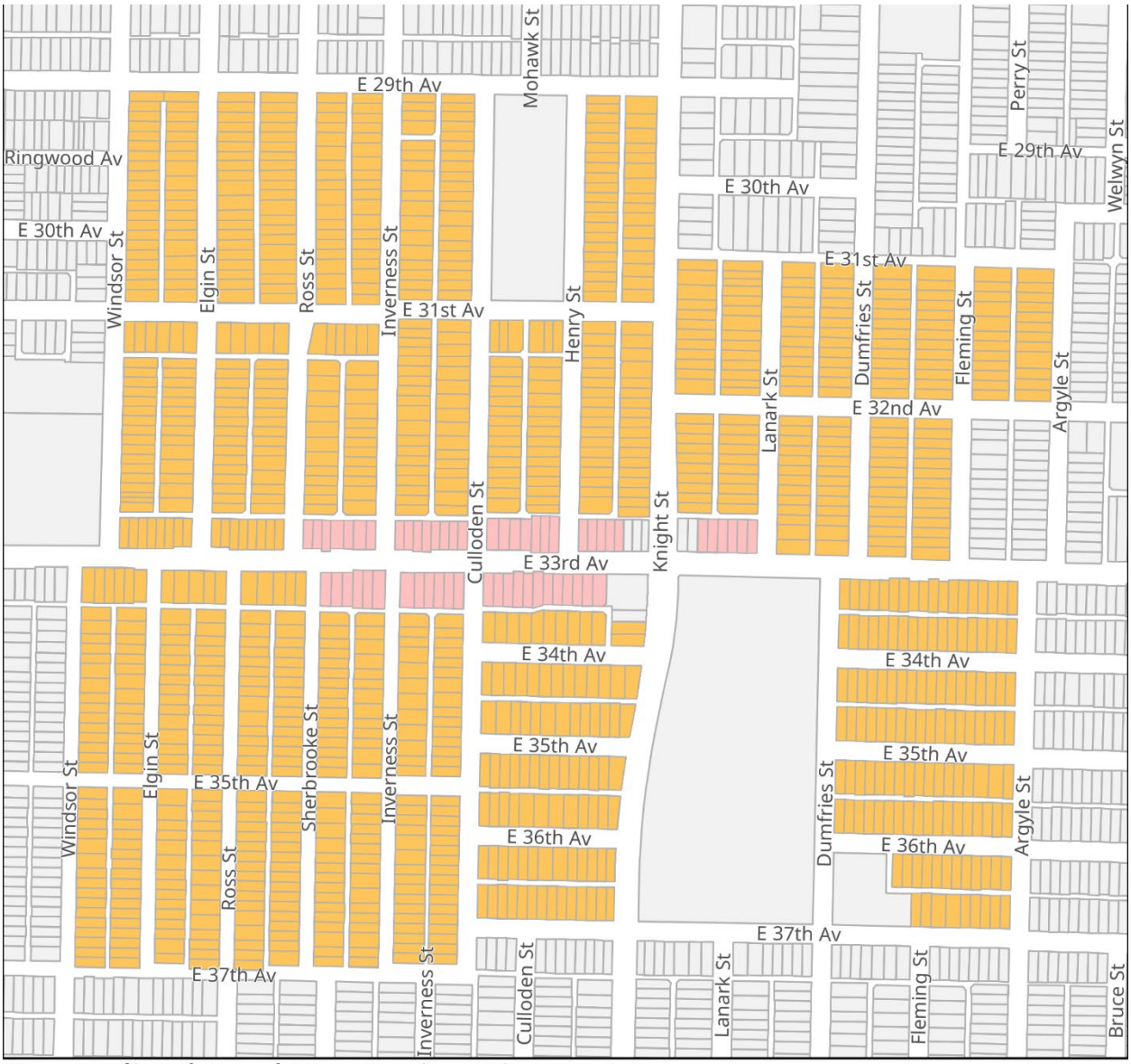
Meters

Map 5 of 17



Generalized Land Use Designations

Kerr St & E 54th Ave Village



Generalized Land Use Designations

Knight St & E 33rd Ave Village

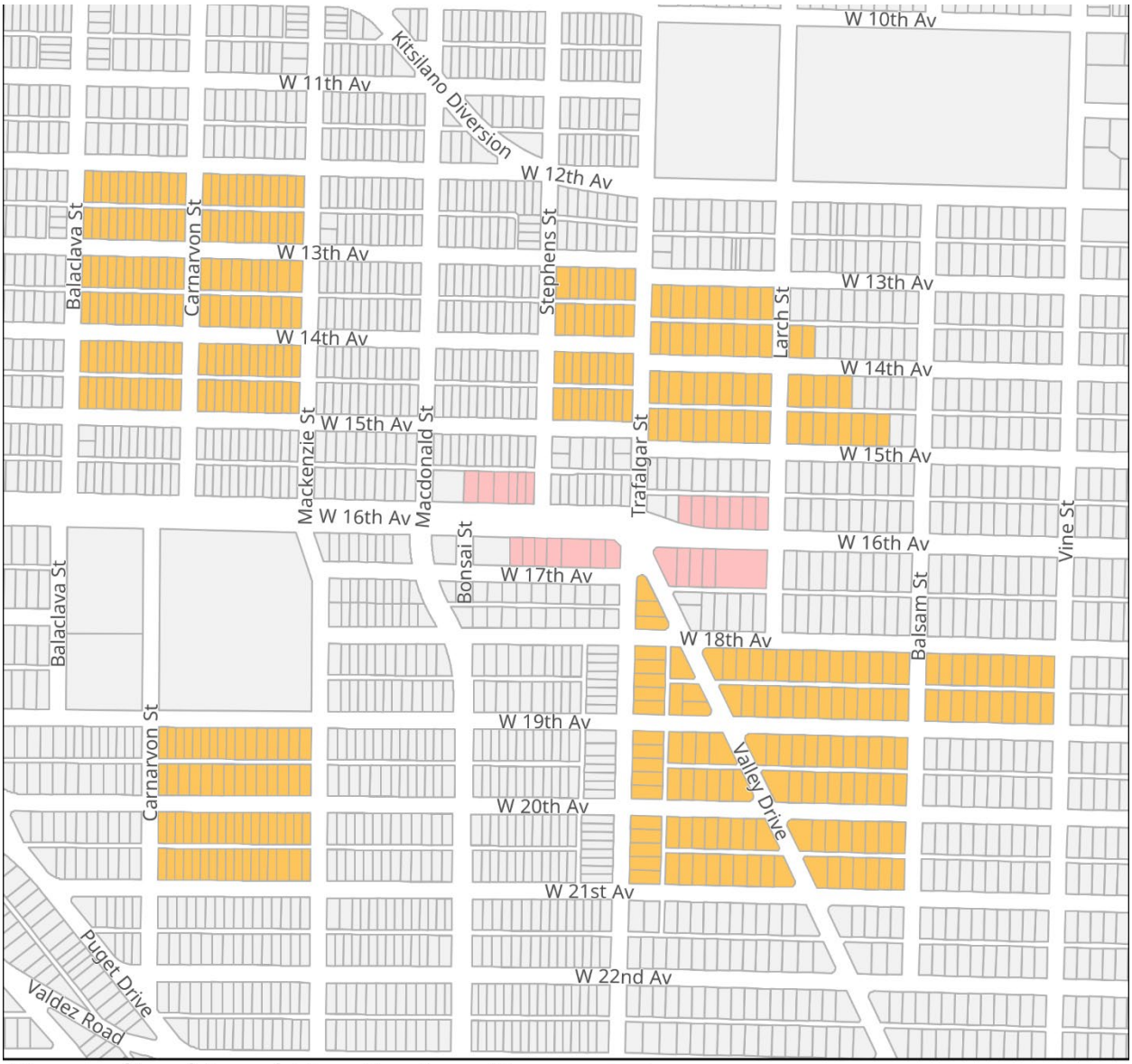
Mixed-Use Low-Rise

Residential Low-Rise

0 55 110 220

Meters

Map 7 of 17



Generalized Land Use Designations

Macdonald St & W 16th Ave Village

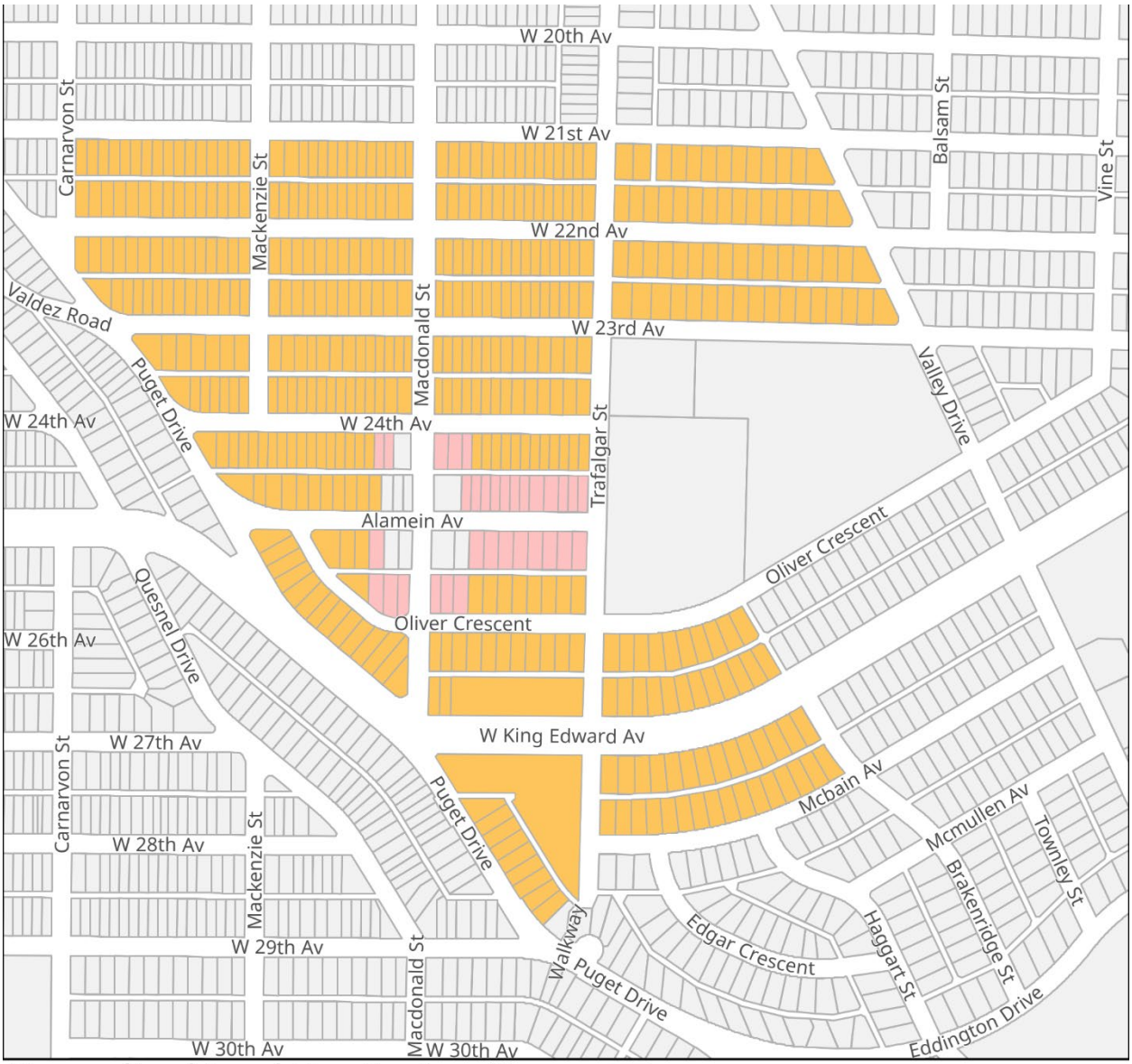
Mixed-Use Low-Rise

Residential Low-Rise

0 65 130 260

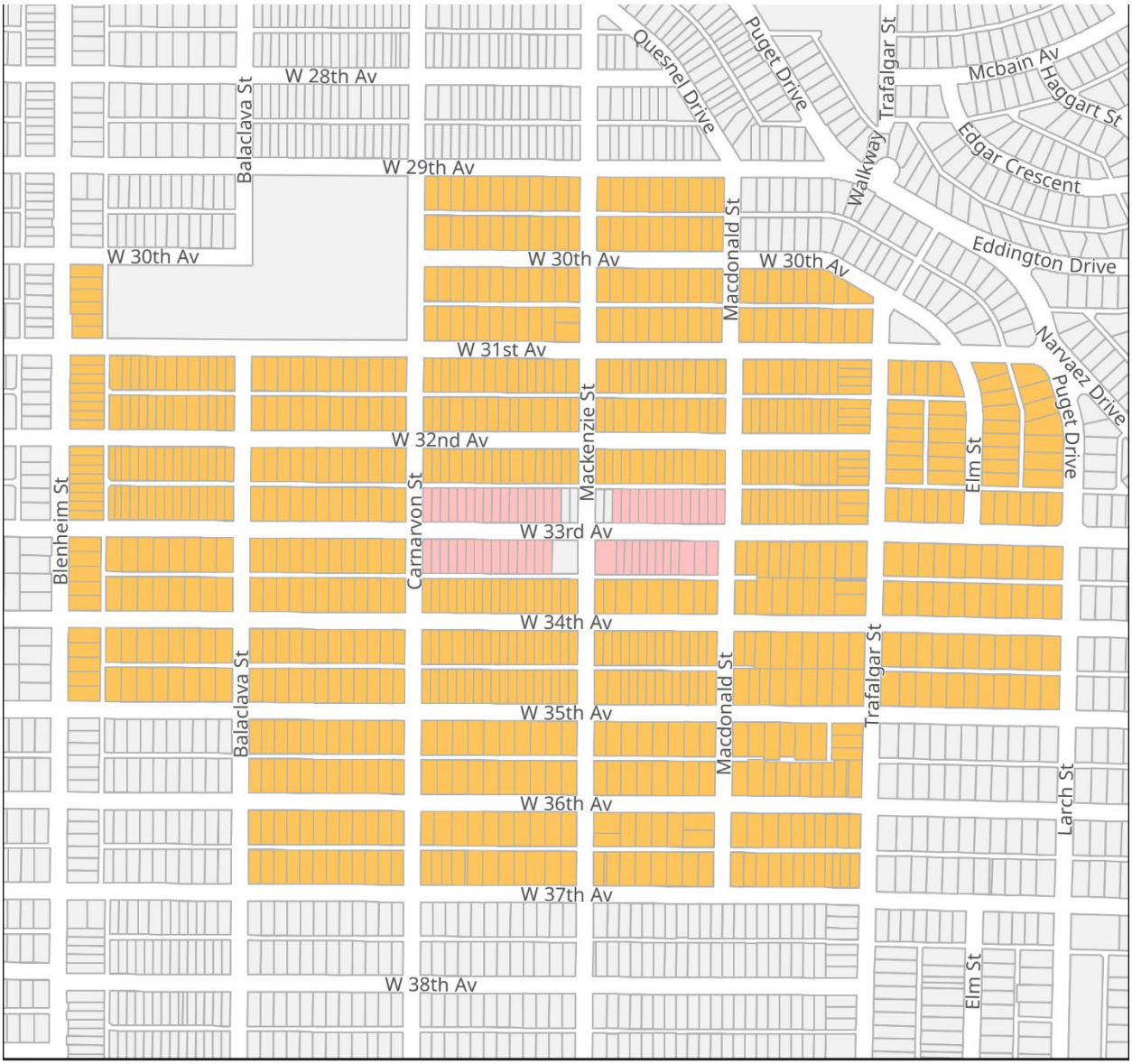
Meters

Map 8 of 17



Generalized Land Use Designations

Macdonald St & W King Edward Ave



Generalized Land Use Designations

Mackenzie St & W 33rd Ave Village

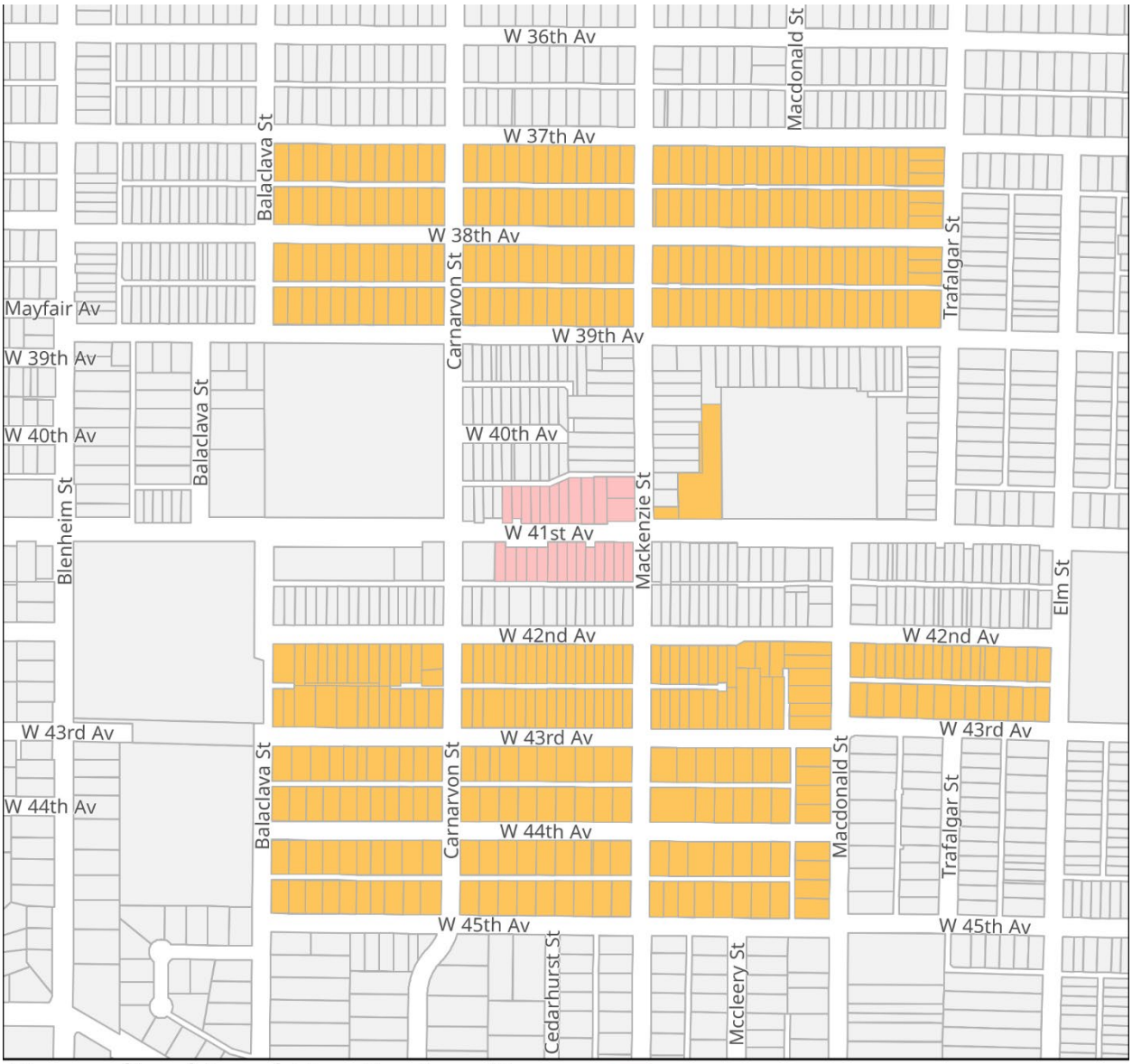
Mixed-Use Low-Rise

Residential Low-Rise

0 65 130 260

Meters

Map 10 of 17



Generalized Land Use Designations

Mackenzie St & W 41st Ave Village

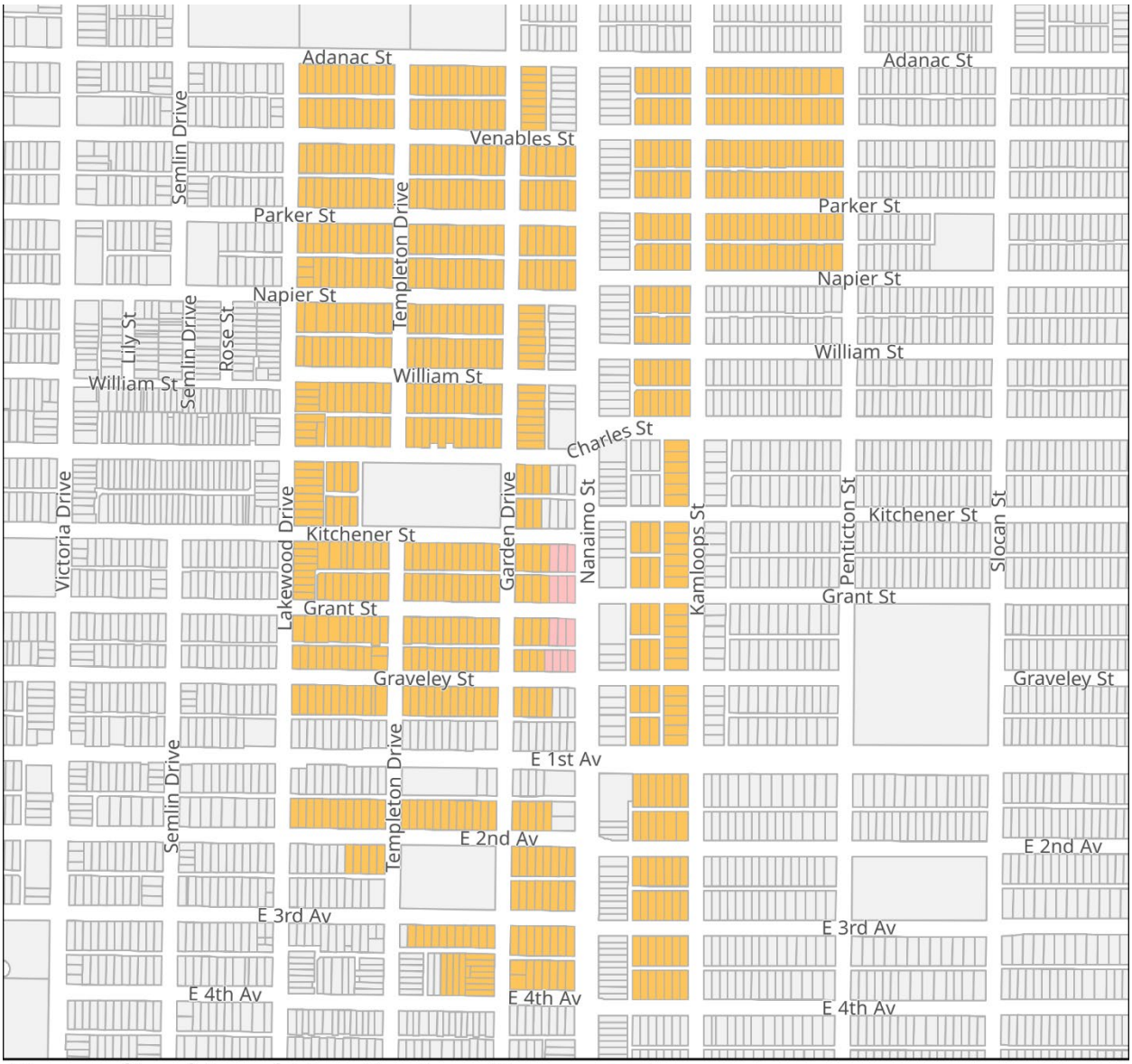
Mixed-Use Low-Rise

Residential Low-Rise

0 60 120 240

Meters

Map 11 of 17



Generalized Land Use Designations

Nanaimo St & E 1st Ave Village

Mixed-Use Low-Rise

Residential Low-Rise

0 70 140 280

Meters

Map 12 of 17



Generalized Land Use Designations

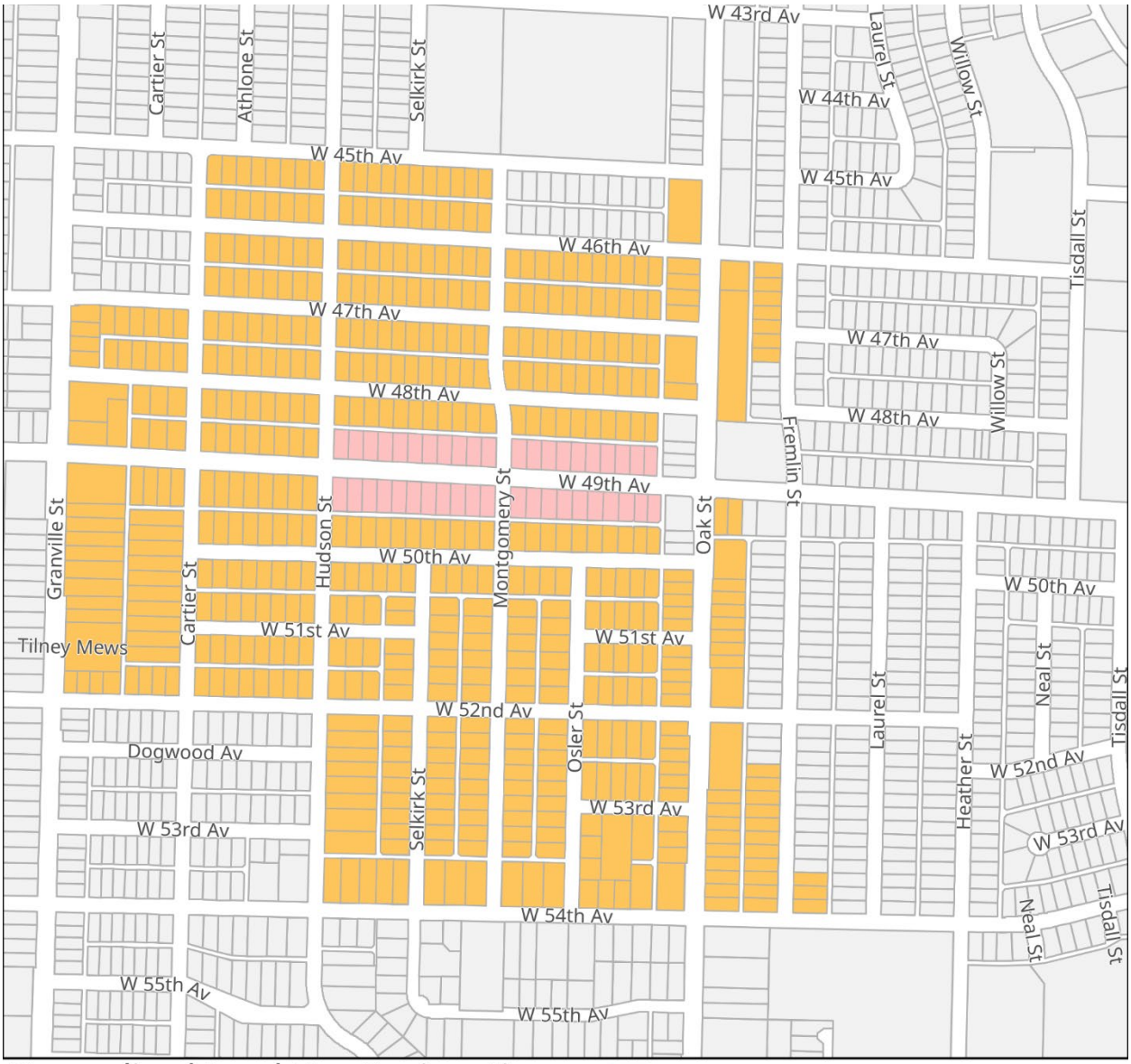
Nanaimo St & E Broadway Village

Mixed-Use Low-Rise

Residential Low-Rise

0 55 110 220

Meters



Generalized Land Use Designations

Oak St & W 49th Ave Village

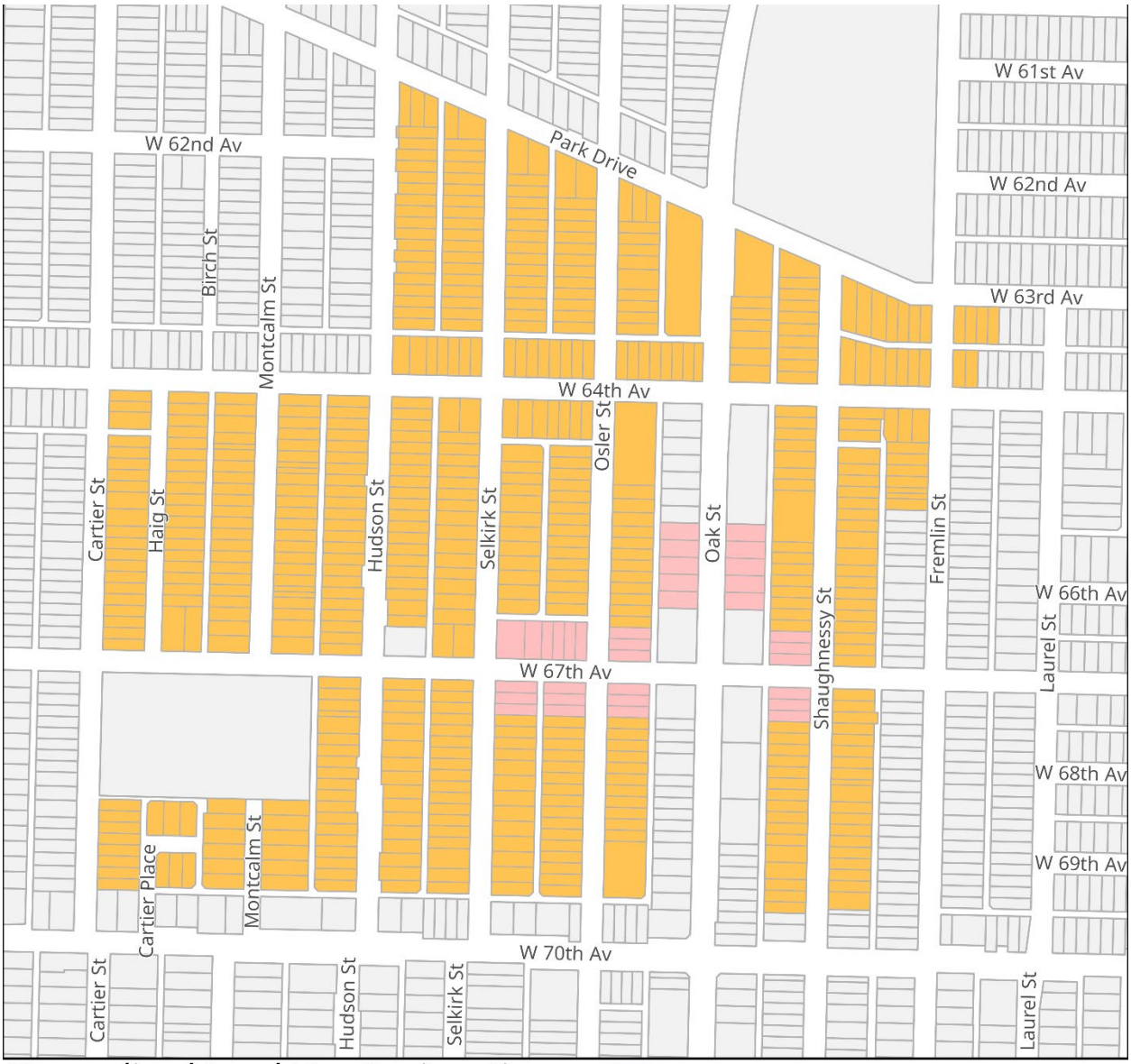
Mixed-Use Low-Rise

Residential Low-Rise

0 70 140 280

Meters

Map 14 of 17



Generalized Land Use Designations

Oak St & W 67th Ave Village

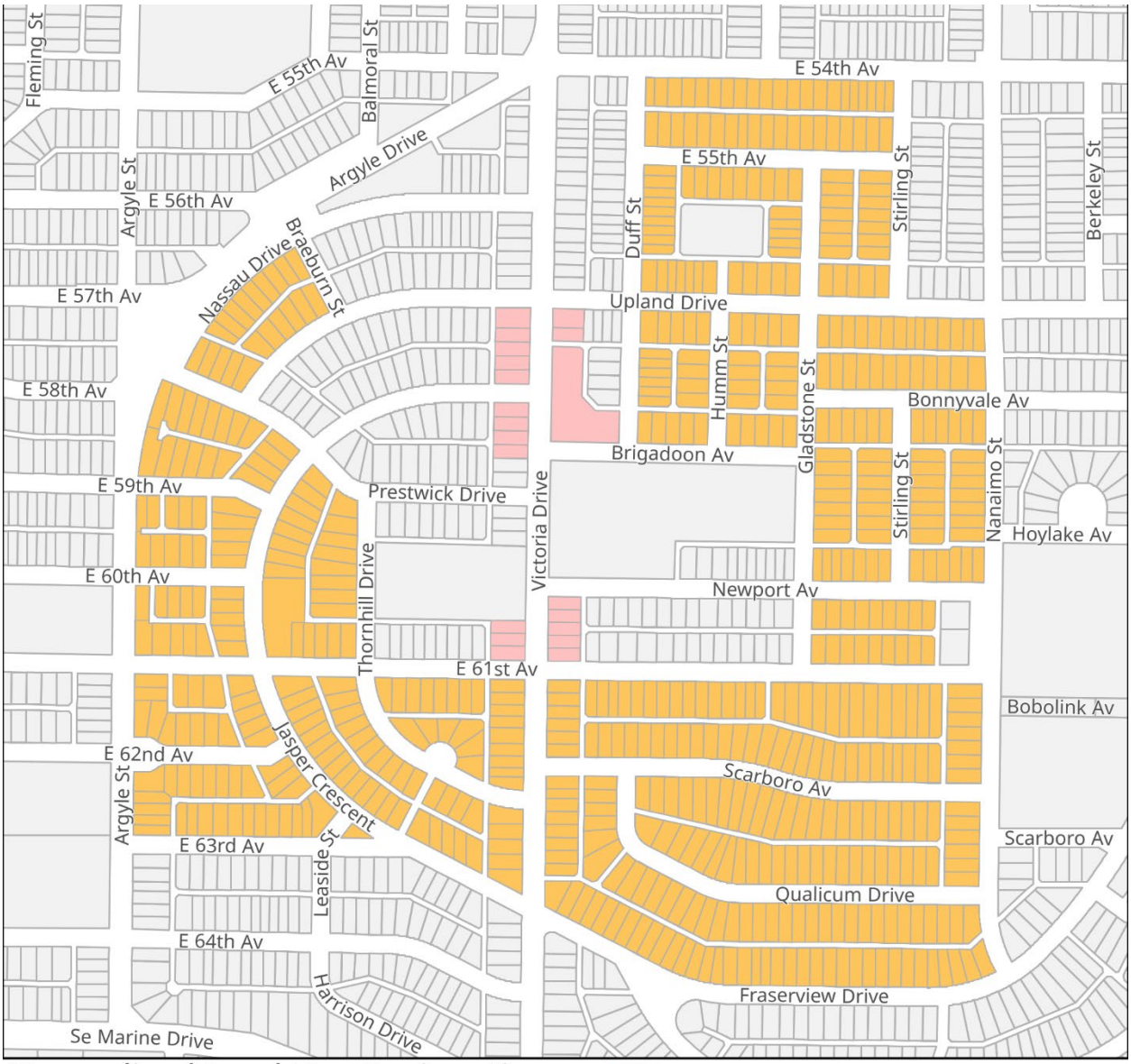
Mixed-Use Low-Rise

Residential Low-Rise

0 50 100 200

Meters

Map 15 of 17



Generalized Land Use Designations

Victoria Dr & E 61st Ave Village

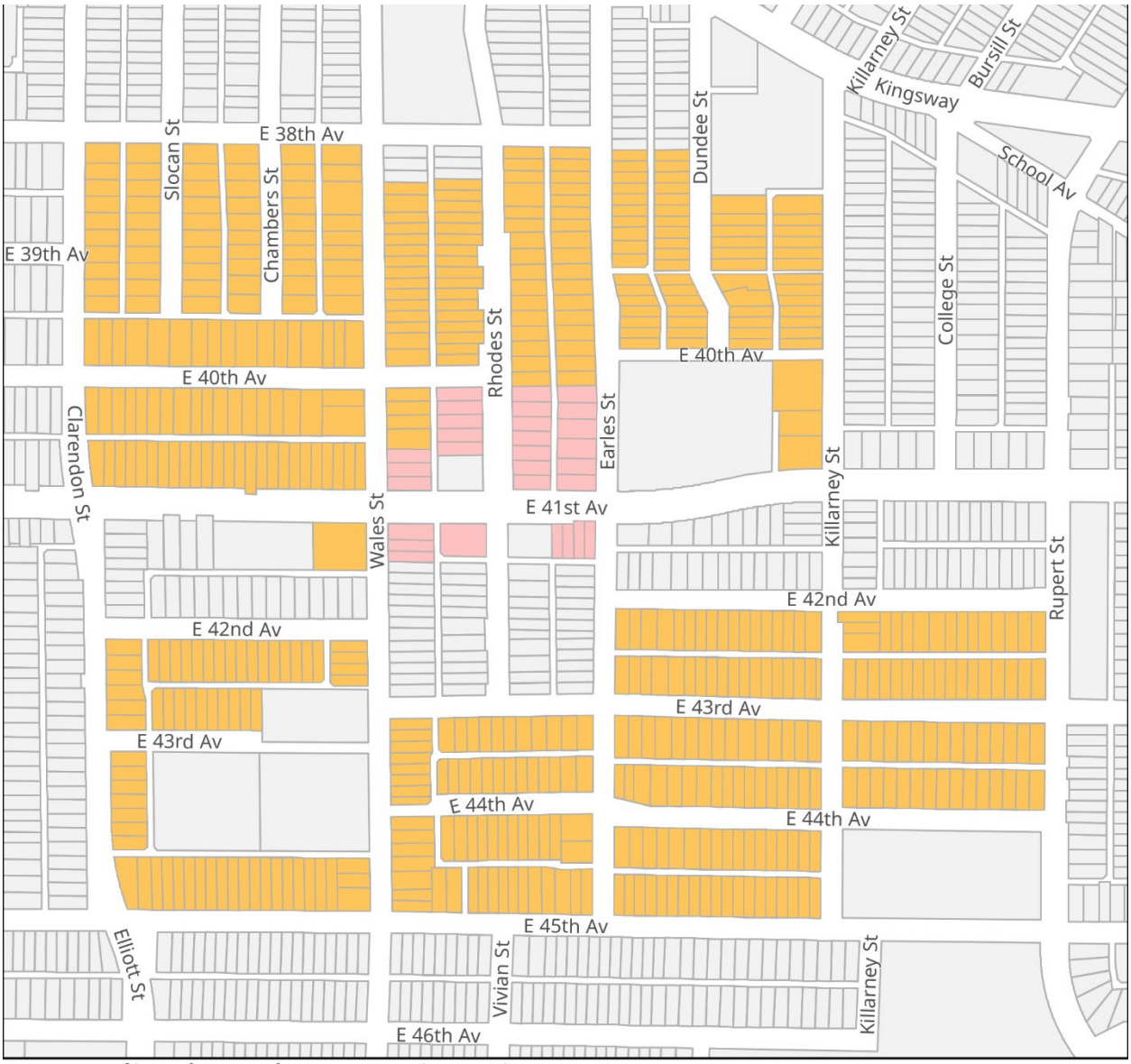
Mixed-Use Low-Rise

Residential Low-Rise

0 60 120 240

Meters

Map 16 of 17



Generalized Land Use Designations

Wales St & E 41st Ave Village

Mixed-Use Low-Rise

Residential Low-Rise

0 50 100 200

Meters

Map 17 of 17

EXPLANATION

A By-law to amend Zoning and Development By-law No. 3575 regarding Villages Planning Program

At the Council meeting on July 28, 2026, Council resolved to amend the Zoning and Development By-law regarding Villages Planning Program. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

BY-LAW NO. ____

A By-law to amend Zoning and Development By-law No. 3575 regarding Villages Planning Program

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

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

2. In section 2, in the definition for "Rental Housing Unit", in subsection (i), Council strikes out "C-2A District Schedule" and substitutes "C-2A, C-2D and C-2E Districts Schedule".

3. In Column B of section 4.8.1(n)(ii), Council strikes out ", RM-12".

4. In section 5.2.4, Council strikes out "the RT-3, RT-4, RT-4A, RT-5, RT-7, RT-8, RT-9, RT-10, RT-11, RM-1, RM-7 and RM-7A, RM-8, RM-8A, RM-9 and RM-9B, RM-9A, RM-10, RM-11, RM-12, R3-1, R3-2, R3-3, R4-1, R5-1, R5-2, R5-3, or R5-4 district schedules" and substitutes "the RT-3, RT-4 and RT-4A, RT-5, RT-7, RT-8, RT-9, RT-10, RT-11, RM-1, RM-7 and RM-7A, RM-8 and RM-8A, RM-9 and RM-9B, RM-9A, RM-10, RM-11, R3, R4, or R5 district schedules".

5. In section 9.1.1, Council:

   (a) under the heading "Residential":

      (i) adds "R3-4" after "R3-3", and

      (ii) strikes out "RM-12"; and

   (b) under the heading "Commercial":

      (i) adds "C-2D" after "C-2C1", and

      (ii) adds "C-2E" after "C-2D".

6. In the R3 Districts Schedule, Council:

   (a) in section 1.1, strikes out "and R3-3" and substitutes ", R3-3 and R3-4";

   (b) in the table in section 1.2, strikes out "Townhouse in the R3-1 district" and substitutes "Townhouse in the R3-1 and R3-4 districts";

   (c) in section 2.1(b), adds ", except that this section 2.1(b) does not apply to uses that must comply with the regulations that apply to the R1-1 district" after "property owner or tenant";

   (d) in section 2.2.1(a), strikes out "the RM-8A district if the site is in the R3-1 district" and substitutes "the RM-8A district if the site is in the R3-1 or R3-4 district,";

   (e) in section 2.2.6(a), strikes out "R3-1 district" and substitutes "R3-1 and R3-4 districts";

(f) in sections 3.1.1.2(a), 3.1.1.3, 3.1.1.4(b), and 3.1.1.5(b), Council strikes out "1.45" wherever it appears and substitutes "1.60";

(g) adds new sections 3.1.1.6 and 3.1.1.7 in the correct numerical order as follows:

"**R3-4 District**

3.1.1.6 In the R3-4 district, if the form of tenure for the residential floor area is secured as 100% residential rental tenure:

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

	Maximum Floor Space Ratio by Minimum Site Area			
	1,470 m^2	**920 m^2**	**613 m^2**	**460 m^2**
(i) on a site that does not exceed 33.5 m in depth	2.70	2.70	2.40	1.60
(ii) on a corner site with a minimum site frontage of 40.2 m	2.70	2.40	2.20	1.60
(iii) all other sites	2.40	2.40	2.20	1.60

(b) despite sections 3.1.1.6(a)(i) and 3.1.1.6(a)(ii) above, the maximum floor space ratio is 3.00 if:

(i) the site:

(A) does not exceed 33.5 m in depth and has a minimum site area of 920 m^2, or

(B) is a corner site with a minimum site frontage of 40.2 m and has a minimum site area of 1,470 m^2, and

(ii) either:

(A) a minimum of 20% of the residential floor area is secured as below-market rental dwelling units if the site is in a transit-oriented area, or

(B) 100% of the residential floor area is developed as social housing; and

(c) despite section 3.1.1.6(a)(iii) above, the maximum floor space ratio is 2.70 if the site has a minimum site area of 920 m^2 and 100% of the residential floor area is developed as social housing.

3.1.1.7 In the R3-4 district, if the form of tenure for the residential floor area includes any tenure other than residential rental tenure:

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

	Maximum Floor Space Ratio by Minimum Site Area			
	1,470 m^2	**920 m^2**	**613 m^2**	**460 m^2**
(i) on a site that does not exceed 33.5 m in depth	2.00	2.00	2.00	1.60
(ii) on a corner site with a minimum site frontage of 40.2 m	2.00	1.75	1.75	1.60
(iii) all other sites	1.75	1.75	1.75	1.60

(b) despite section 3.1.1.7(a)(ii) above, the maximum floor space ratio is 2.00 if:

(i) the site has a minimum site area of 1,470 m^2,

(ii) the site consists of 1 or more lots on record in the Land Title Office prior to October 27, 2026 where each lot has an area of 623 m^2 or more and a frontage of 17.1 m or more, and

(iii) a minimum of 3% of the residential floor area is developed as social housing or a cash in lieu payment may be provided."; and

(h) in the heading of Column 2 in the Tables in sections 3.1.2 and 3.2.2, Council strikes out "R3-1, R3-2 and R3-3" and substitutes "R3-1, R3-2, R3-3 and R4-4".

7. Council strikes out the RM-12 district schedule in its entirety.

8. In the C-2A District Schedule, Council:

(a) strikes out the title "C-2A District Schedule" and substitutes "C-2A, C-2D and C-2E Districts Schedule";

(b) in section 1.2, strikes out "the C-2A district" and substitutes "the C-2A, C-2D and C-2E districts";

(c) in section 2.1, strikes out the lines under the title Dwelling Uses in their entirety, and substitutes the following:

“

Dwelling Uses existing as of October 27, 2026, except Mixed-Use Residential Building and Principal Dwelling Unit with Lock-Off Unit	Conditional	
Mixed-Use Residential Building	Conditional	**2.2.2**, **2.2.3**, **2.2.4**
Principal Dwelling Unit with Lock-Off Unit	Conditional	**2.2.5**

”;

(d) in section 2.2.4, strikes out “Development on any site” and substitutes “In the C-2A district, development on any site”;

(e) in section 2.2.5, strikes out “multiple dwelling or”;

(f) in section 3.1.1:

(i) renumbers sections 3.1.1.1 through 3.1.1.3 as sections 3.1.1.2 through 3.1.1.4, respectively,

(ii) adds a new section 3.1.1.1 as follows:

“3.1.1.1 Developments requiring below-market rental dwelling units or social housing are subject to Schedule J: Affordable Housing Schedule.”,

(iii) strikes section 3.1.1.2 and replaces it with the following:

“3.1.1.2 In the C-2A and C-2D districts, for mixed-use residential building:

(a) if the form of tenure for the residential floor area:

(i) is secured as 100% residential rental tenure, the maximum floor space ratio is 3.50 provided that in the C-2A district, at least 35% of the total dwelling units have 2 or more bedrooms, or

(ii) includes any tenure other than residential rental tenure, the maximum floor space ratio is 2.50; and

(b) the floor space ratio for non-dwelling uses on the first storey facing the street must be at least 0.35.”,

(iv) renumbers sections 3.1.1.3 and 3.1.1.4 as sections 3.1.1.4 and 3.1.1.5, respectively,

(v) adds a new section 3.1.1.3 as follows:

“3.1.1.3 In the C-2E district, for mixed-use residential building:

(a) if the form of tenure for the residential floor area:

(i) is secured as 100% residential rental tenure, the maximum floor space ratio is:

(A) 2.50, or

(B) 3.50 provided that a minimum of 20% of the residential floor area is secured as below-market rental dwelling units, or

(ii) includes any tenure other than residential rental tenure:

(A) the maximum floor space ratio is 2.50, and

(B) if the site consists of 1 or more lots on record in the Land Title Office prior to October 27, 2026 where any of the lots have an area of 623 m^2 or more and a frontage of 17.1 m or more, a minimum of 3% of the residential floor area must be developed as social housing or a cash in lieu payment may be provided; and

(b) the floor space ratio for non-dwelling uses on the first storey facing the street must be at least 0.35.",

(vi) in section 3.1.1.5, strikes out "sections 3.1.1.1(a) and 3.1.1.2(a)" and substitutes "sections 3.1.1.2(a)(i), 3.1.1.3(a)(i)(B) and 3.1.1.4(a)",

(vii) in the heading of Column 2 in the Table in section 3.1.2, Council strikes out "C-2A" and substitutes "C-2A, C-2D and C-2E"; and

(g) in section 5.1, strikes out "sections 2.2.3, 3.1.1.1(a)(i) and 3.1.1.1(b)" and substitutes "sections 2.2.3, 3.1.1.2(a)(i) and 3.1.1.2(b)".

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

10. The areas shown within the heavy black outlines on Schedule A to this by-law are rezoned and moved to the R3-1 district

11. The areas shown within the heavy black outlines on Schedule B to this by-law are rezoned and moved to the R3-4 district.

12. The areas shown within the heavy black outlines on Schedule C to this by-law are rezoned and moved to the C-2D district.

13. The areas shown within the heavy black outlines on Schedule D to this by-law are rezoned and moved to the C-2E district.

14. In Schedule J, Council:

(a) in the Table in section 3.1.1:

(i) adds a line above the line for R3-1, R3-2 and R3-3 as follows:

"

C-2E	10%

", and

(ii) strikes out "R3-1, R3-2 and R3-3" and substitutes "R3-1, R3-2, R3-3 and R3-4"; and

(b) in the Table in section 8.1.1:

(i) adds a line above the line for FC-2 (Sub-Area E) as follows:

"

C-2E	\$5,920 per m^2

"; and

(ii) adds a line above the line for RM-8A as follows:

"

R3-4	\$5,920 per m^2

".

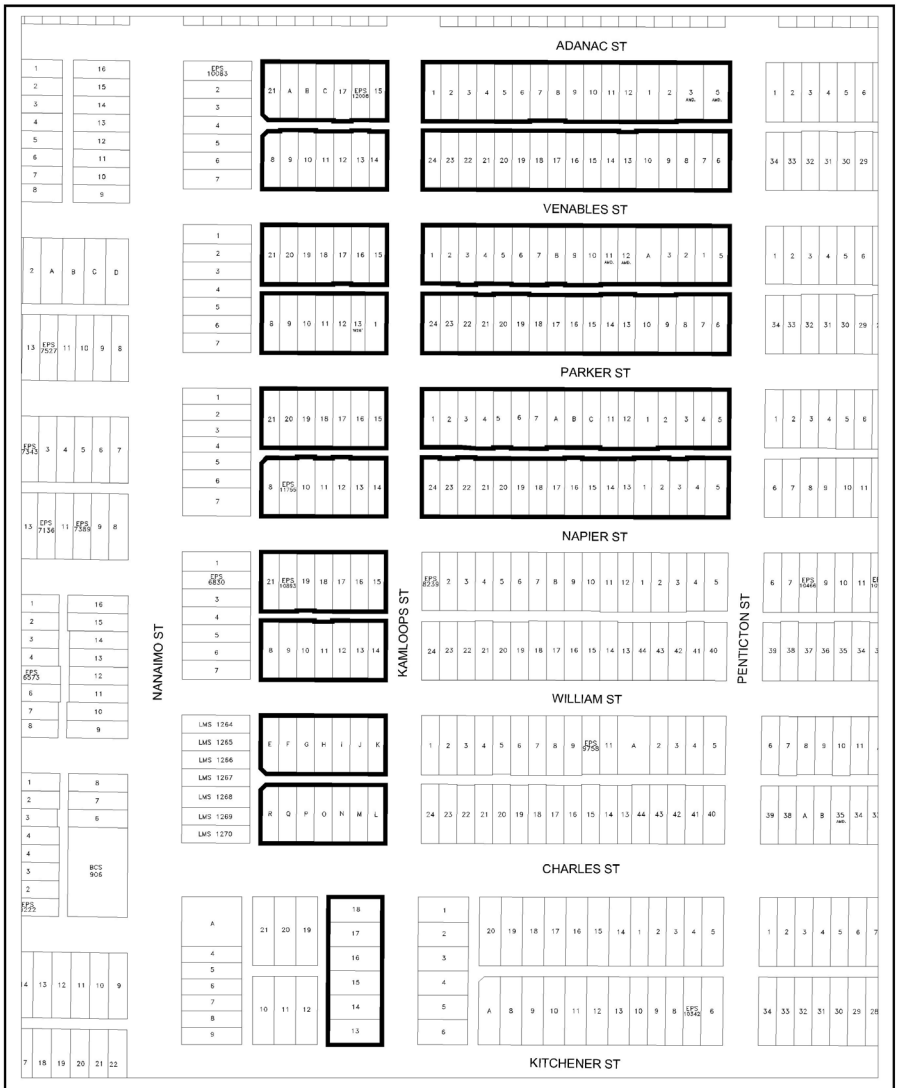
15. This by-law is to come into force and take effect on October 27, 2026, except that sections 2 through 14 do not come into force or take effect and the Zoning and Development By-law existing on October 26, 2026 remains in force and effect with regard to any complete development permit applications accepted on or before October 27, 2026 for sites within the heavy black outlines on Schedules A through D.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 1 of 21 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 2 of 21 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 3 of 21 scale: NTS	↑

City of Vancouver

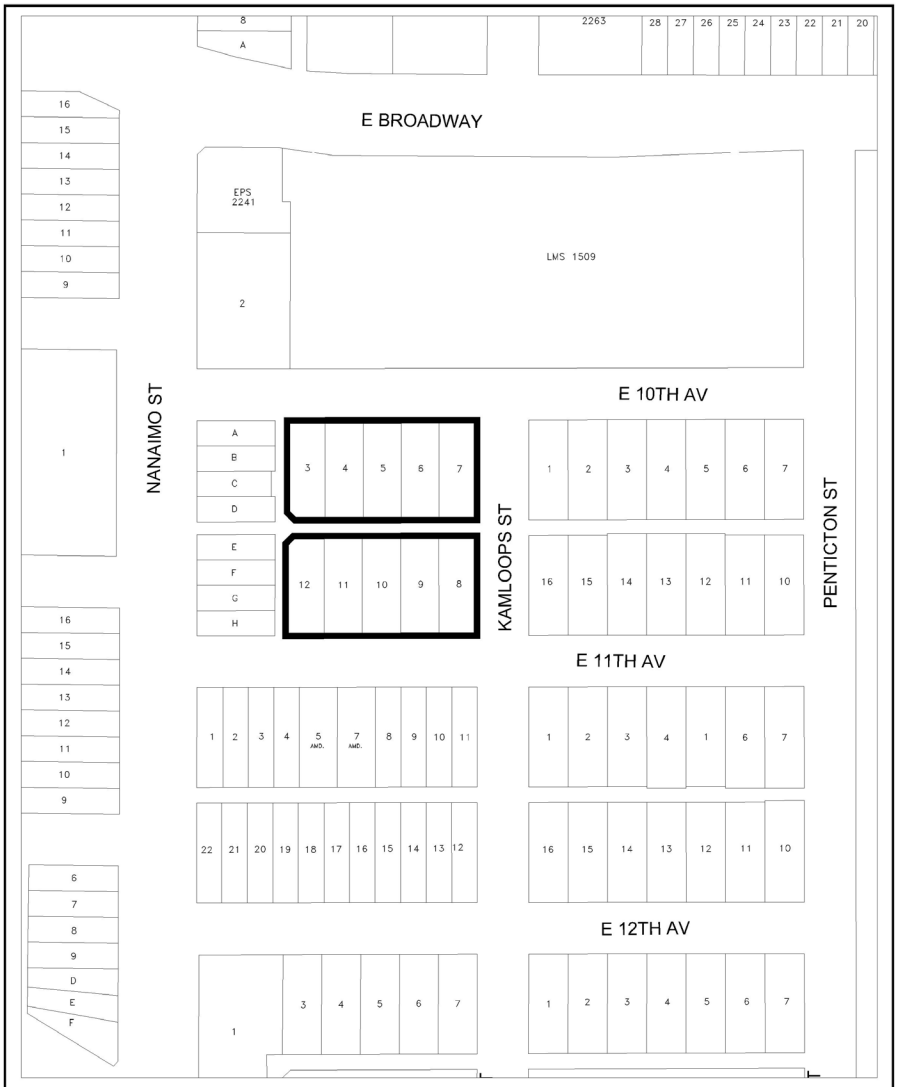


The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1

map: 4 of 21
scale: NTS

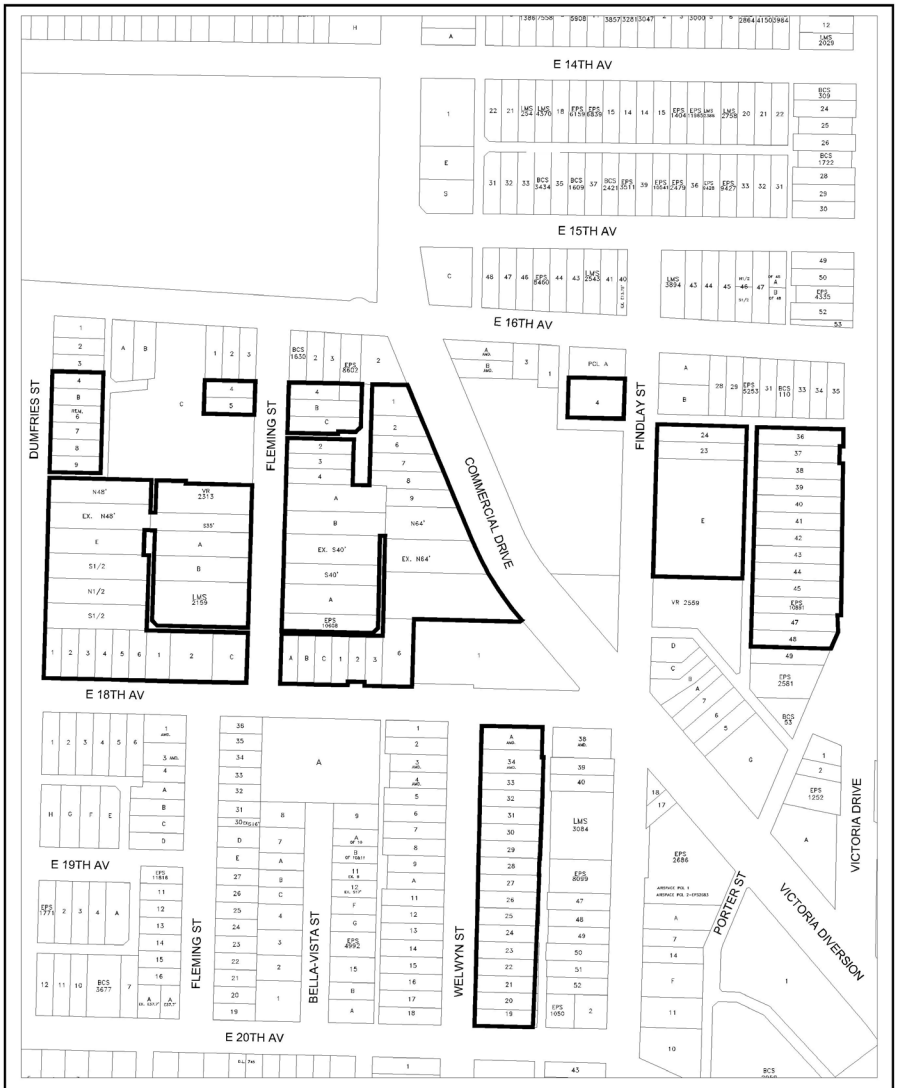
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 5 of 21 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 6 of 21 scale: NTS	↑

City of Vancouver

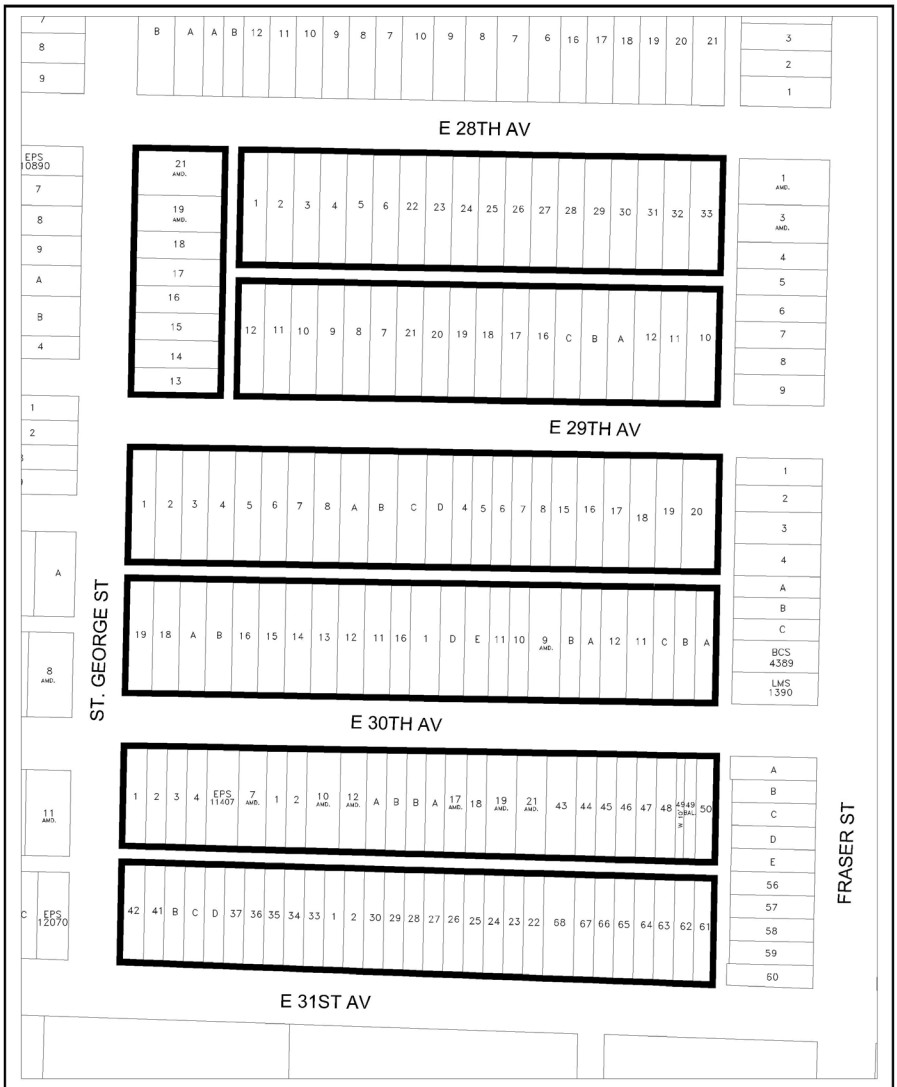


The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1

map: 7 of 21
scale: NTS

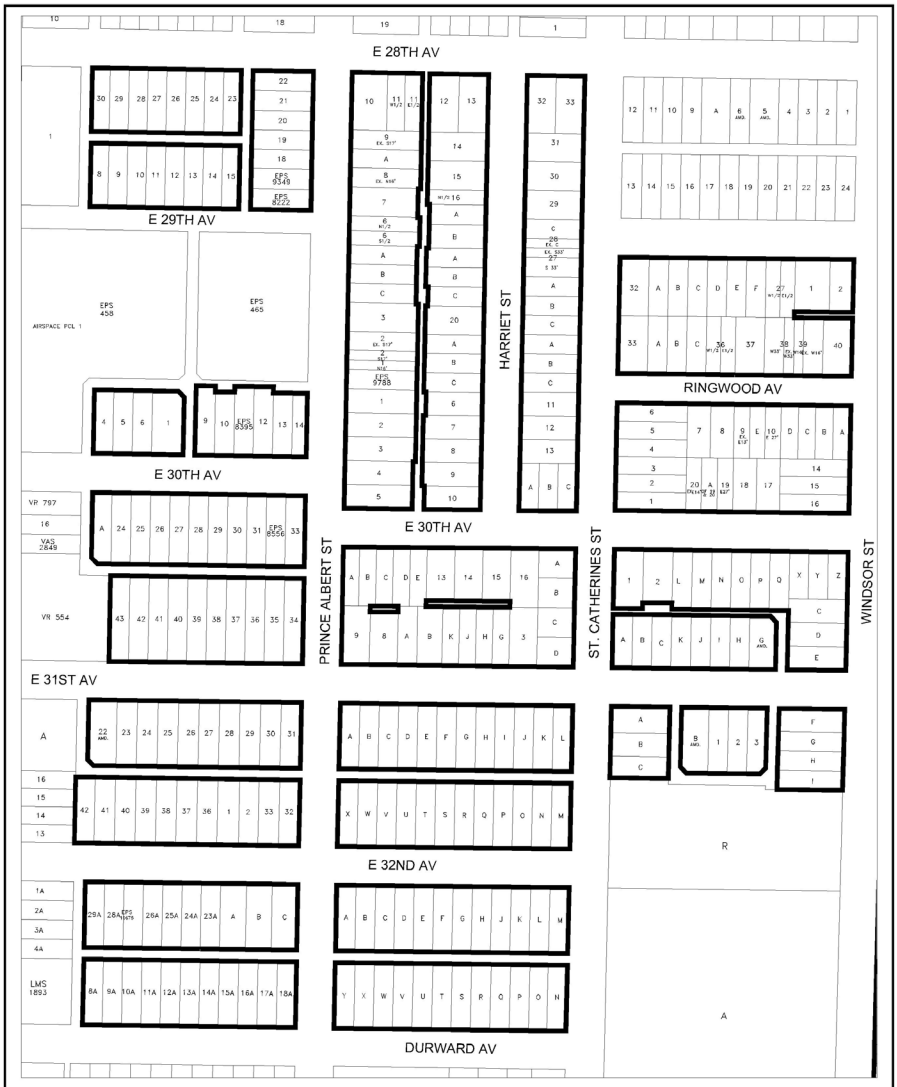
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 8 of 21 scale: NTS	↑

City of Vancouver

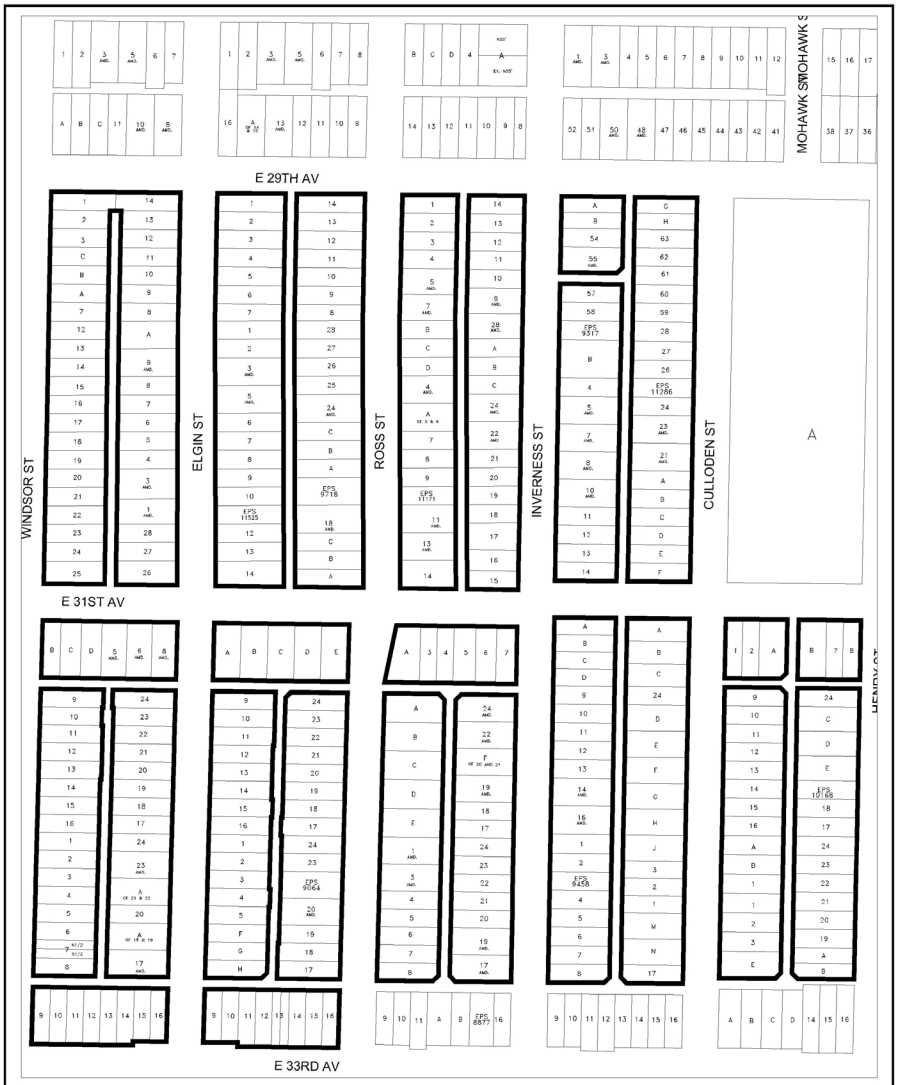


The properties outlined in black (▬) are rezoned:

From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 9 of 21 scale: NTS	↑

City of Vancouver

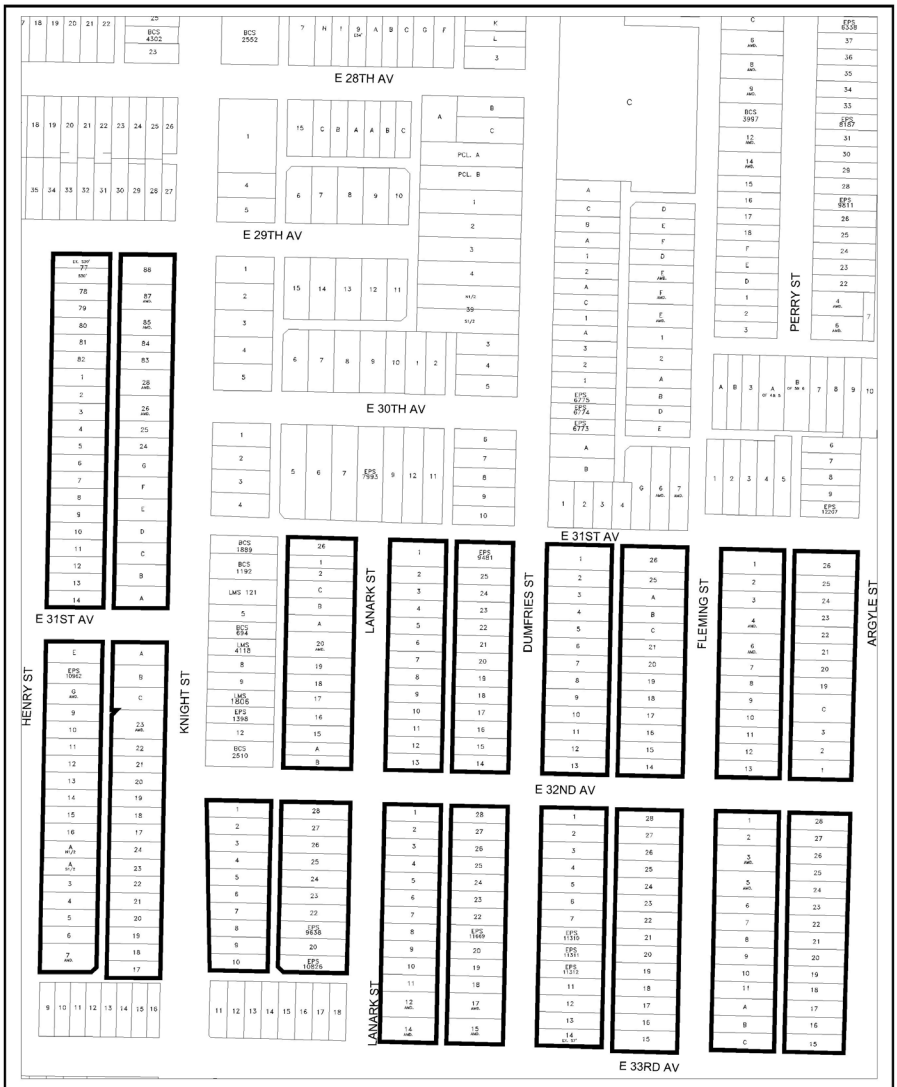


The properties outlined in black (▬) are rezoned:

From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 10 of 21 scale: NTS	↑

City of Vancouver

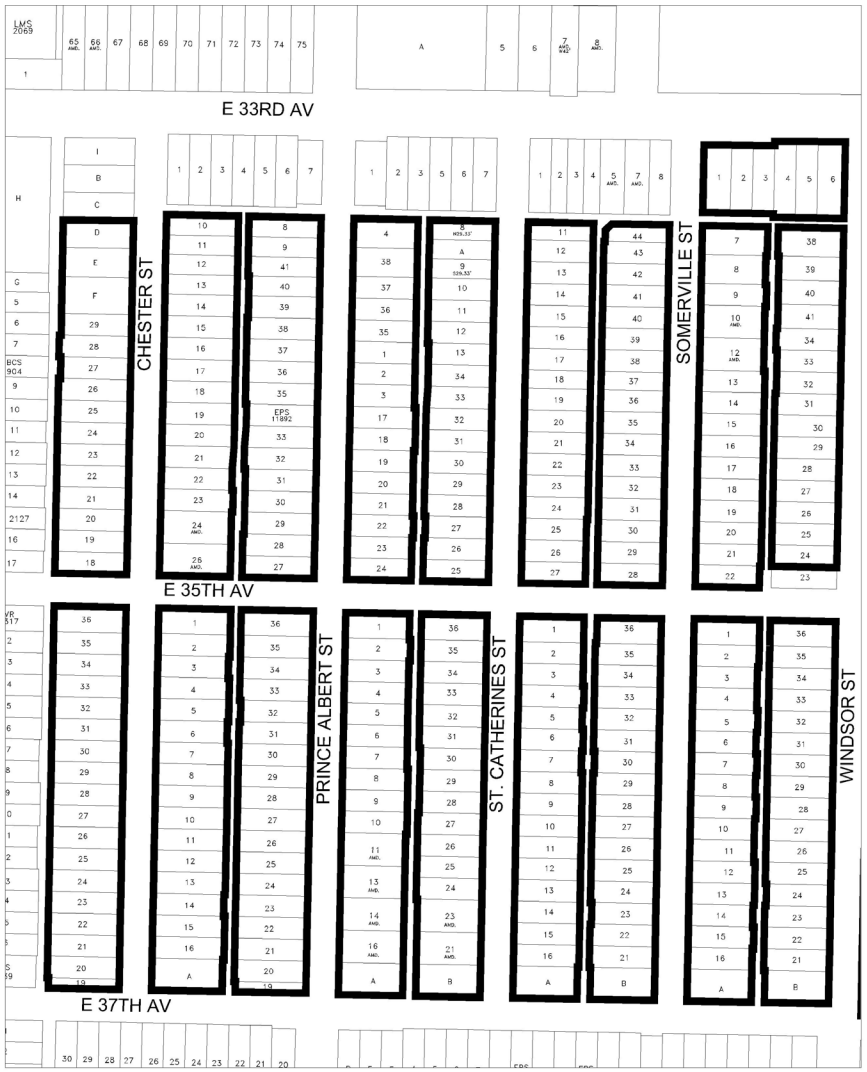


The properties outlined in black (▬) are rezoned:

From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 11 of 21 scale: NTS

City of Vancouver

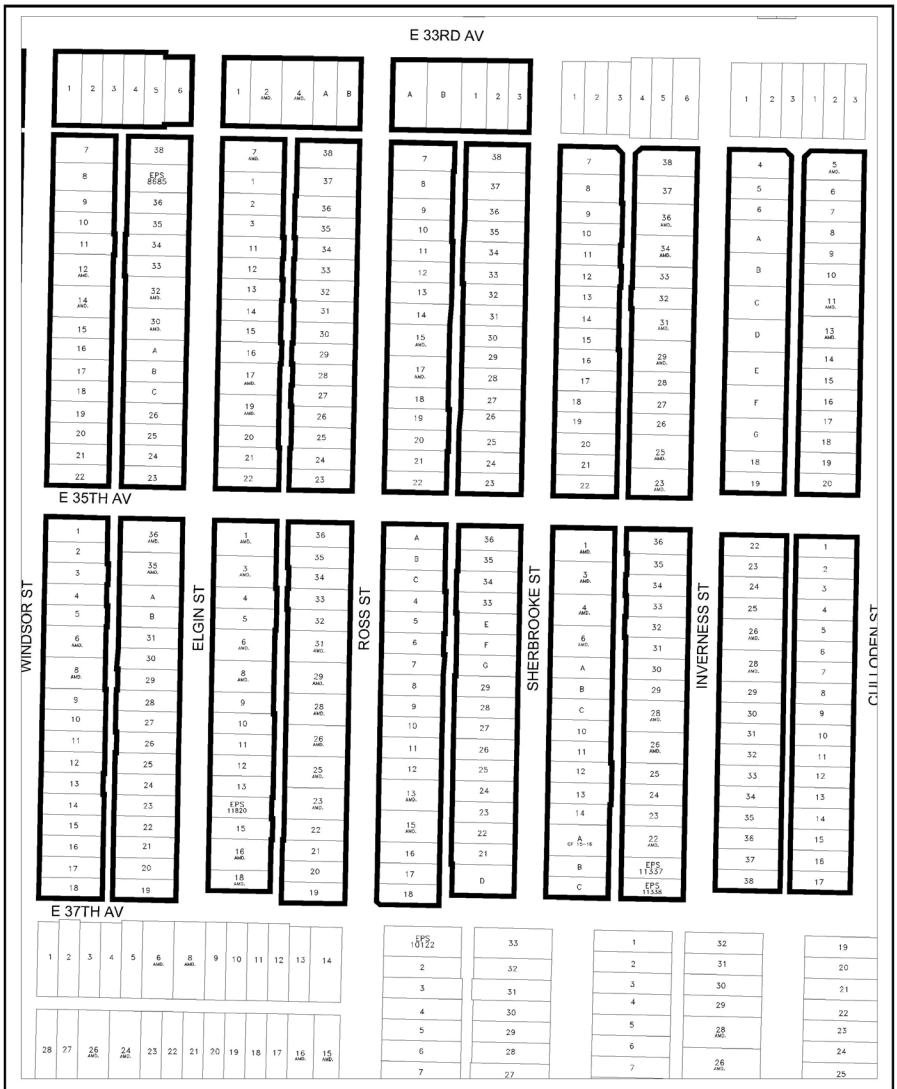


The properties outlined in black (▬) are rezoned:

From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 12 of 21 scale: NTS	↑

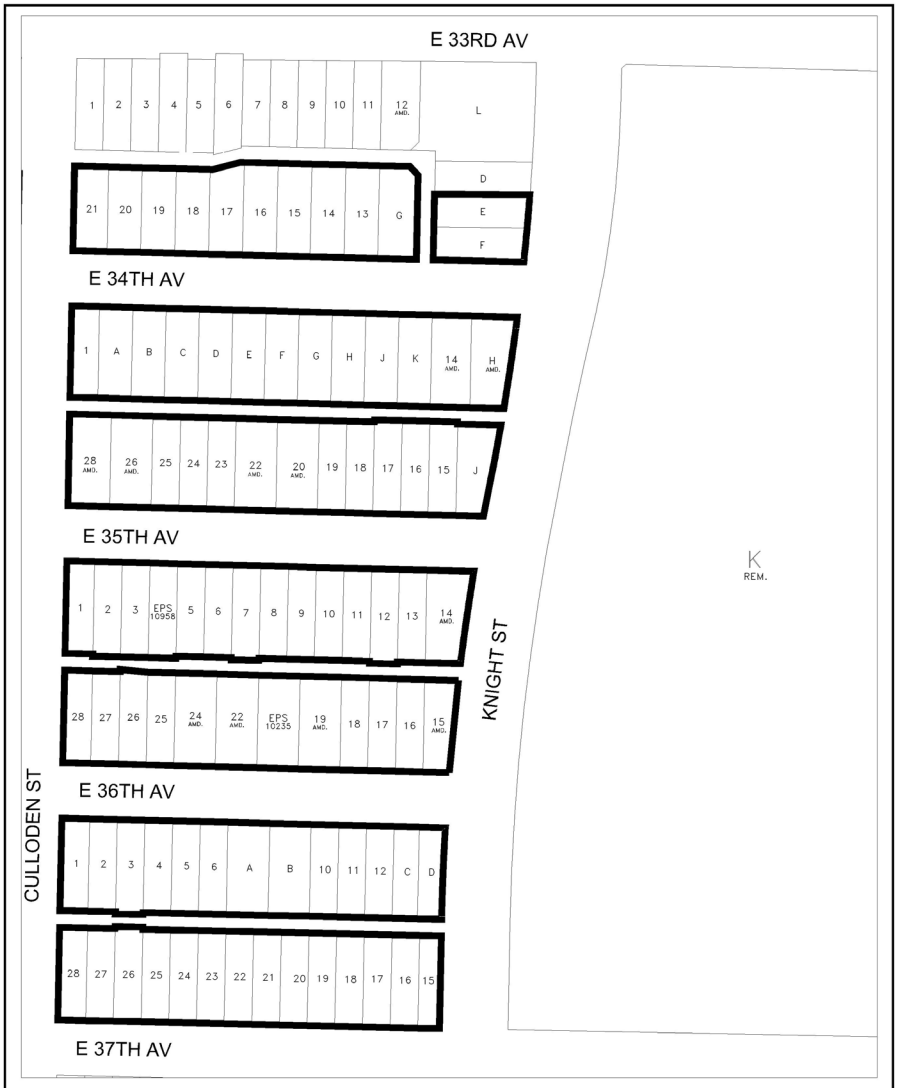
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 13 of 21 scale: NTS	↑

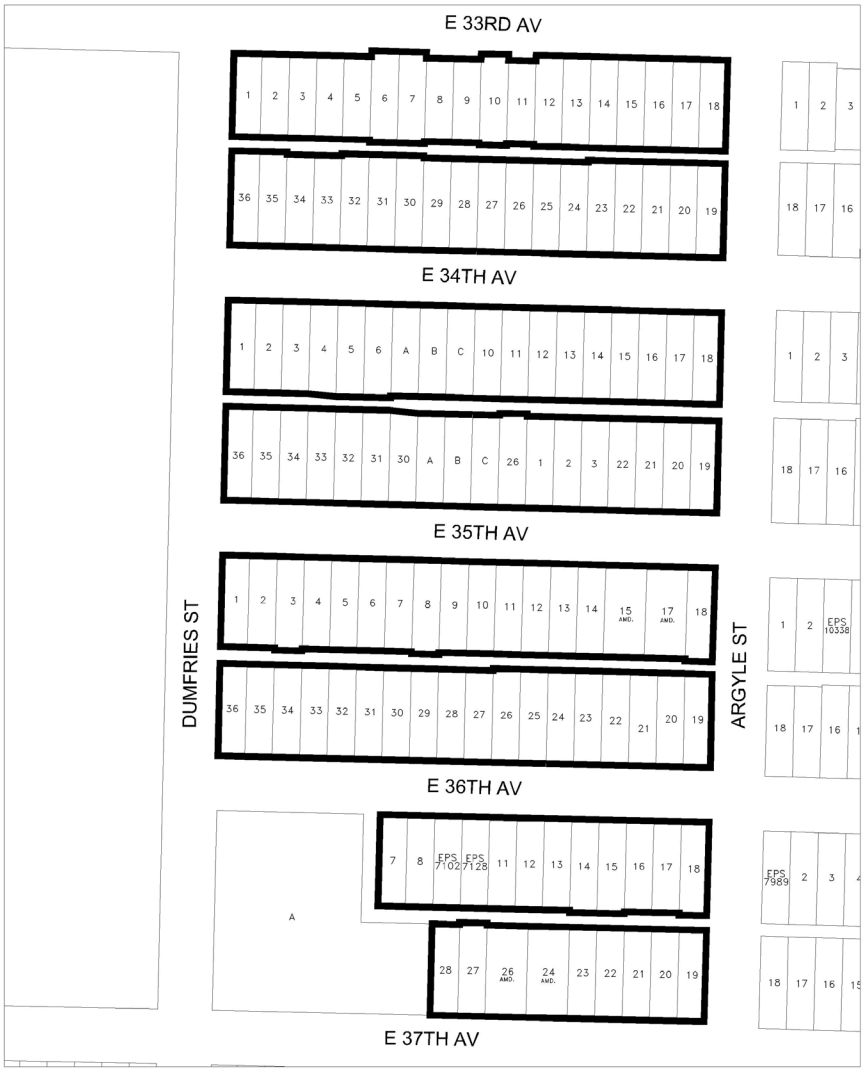
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 14 of 21 scale: NTS	↑

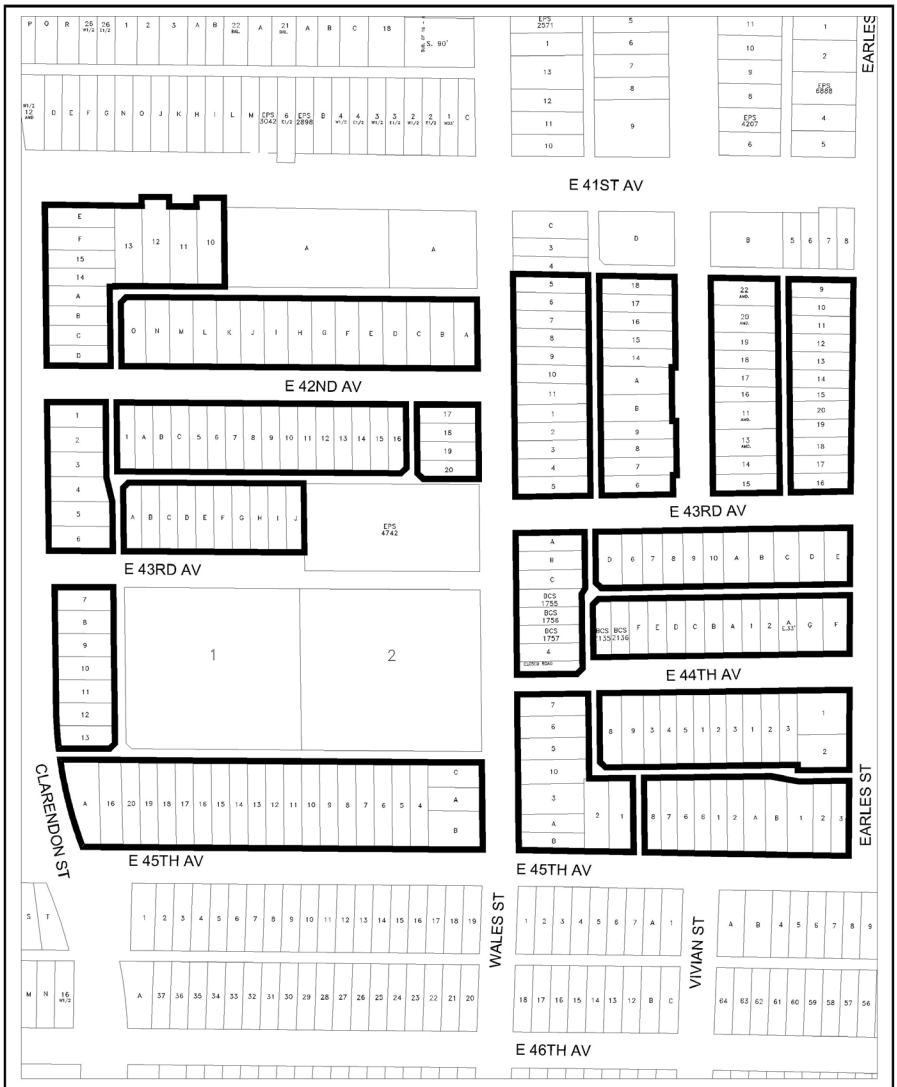
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 15 of 21 scale: NTS	↑

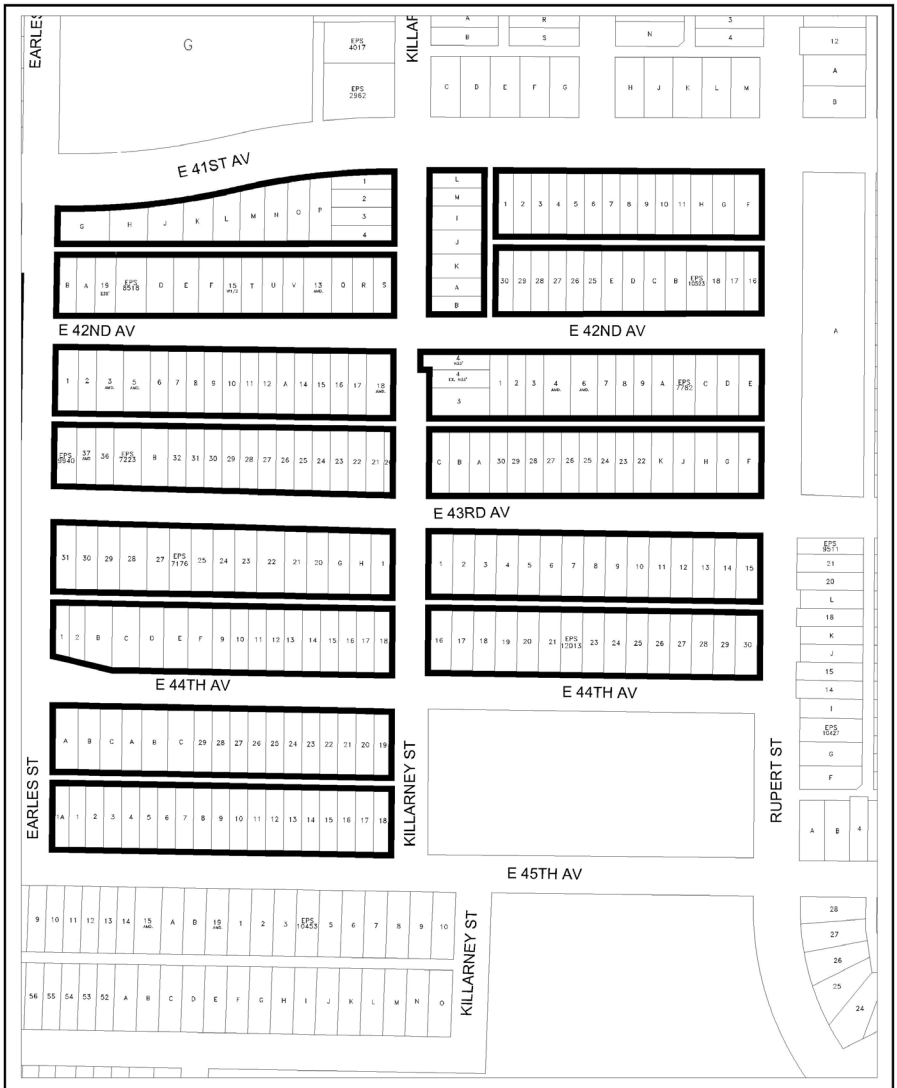
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 16 of 21 scale: NTS	↑

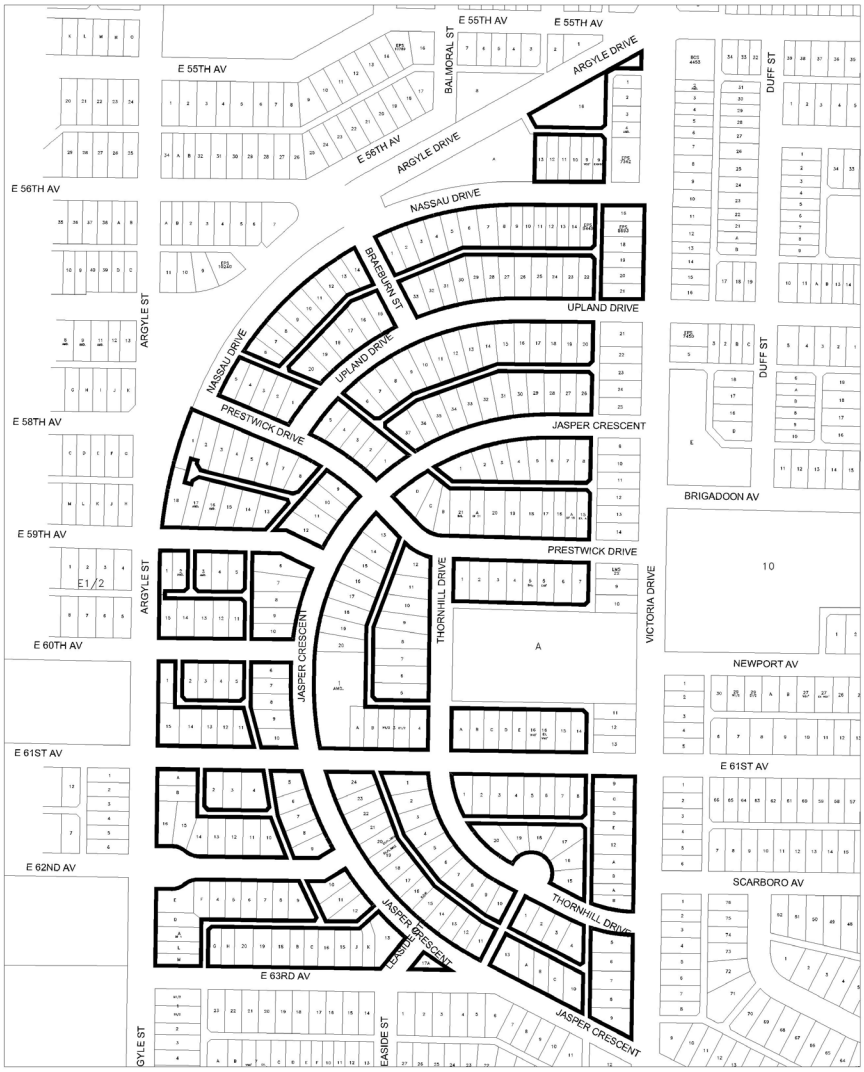
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 17 of 21 scale: NTS	↑

City of Vancouver

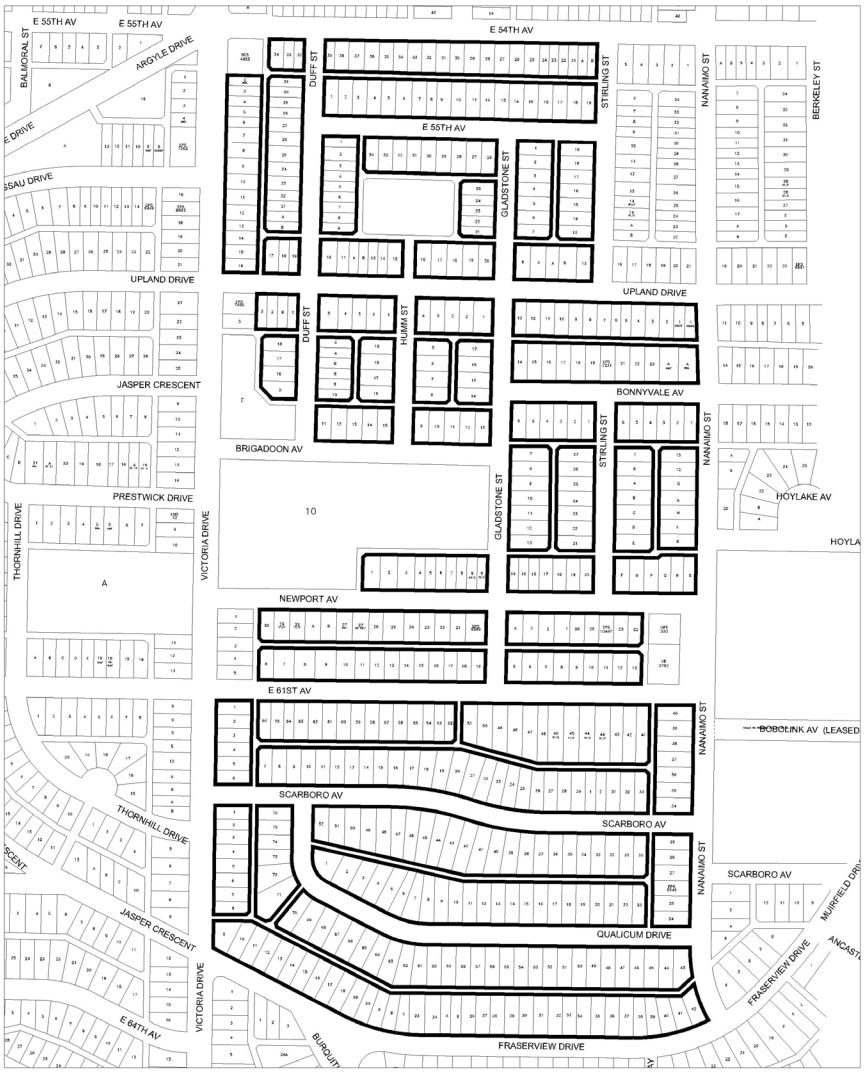


The properties outlined in black (▬) are rezoned:

From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 18 of 21 scale: NTS	↑

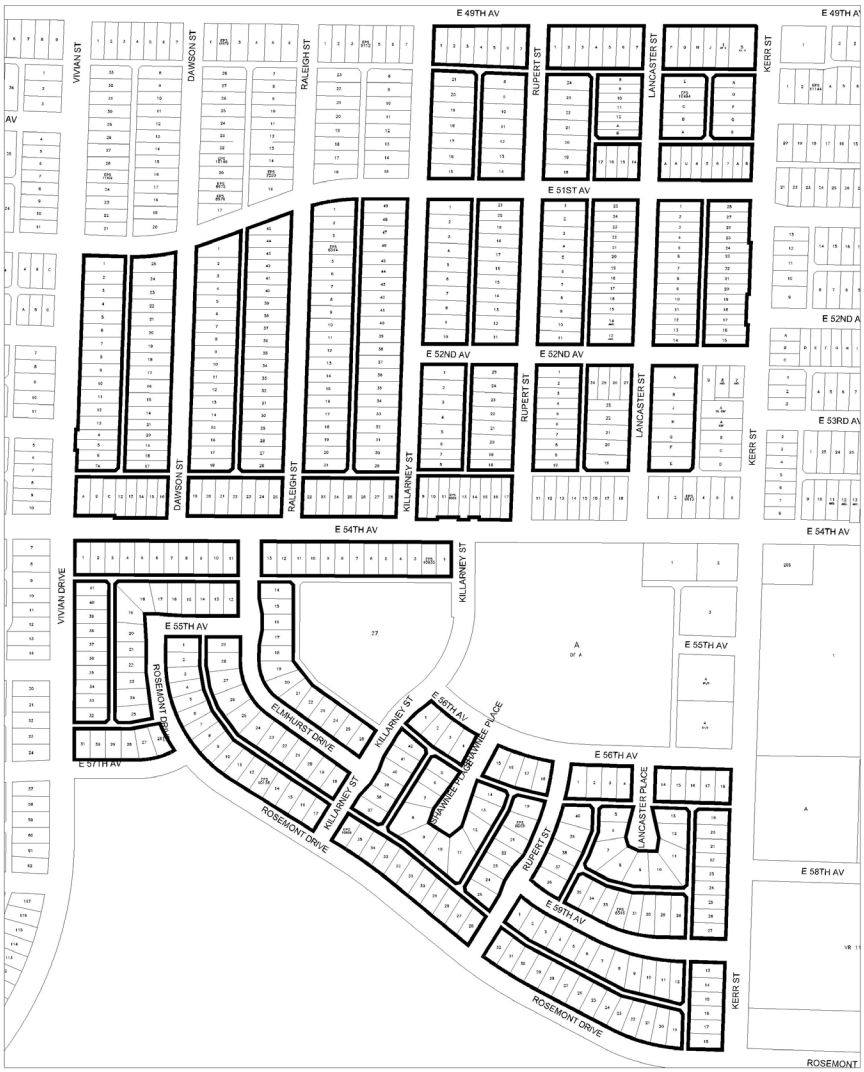
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 19 of 21 scale: NTS	↑

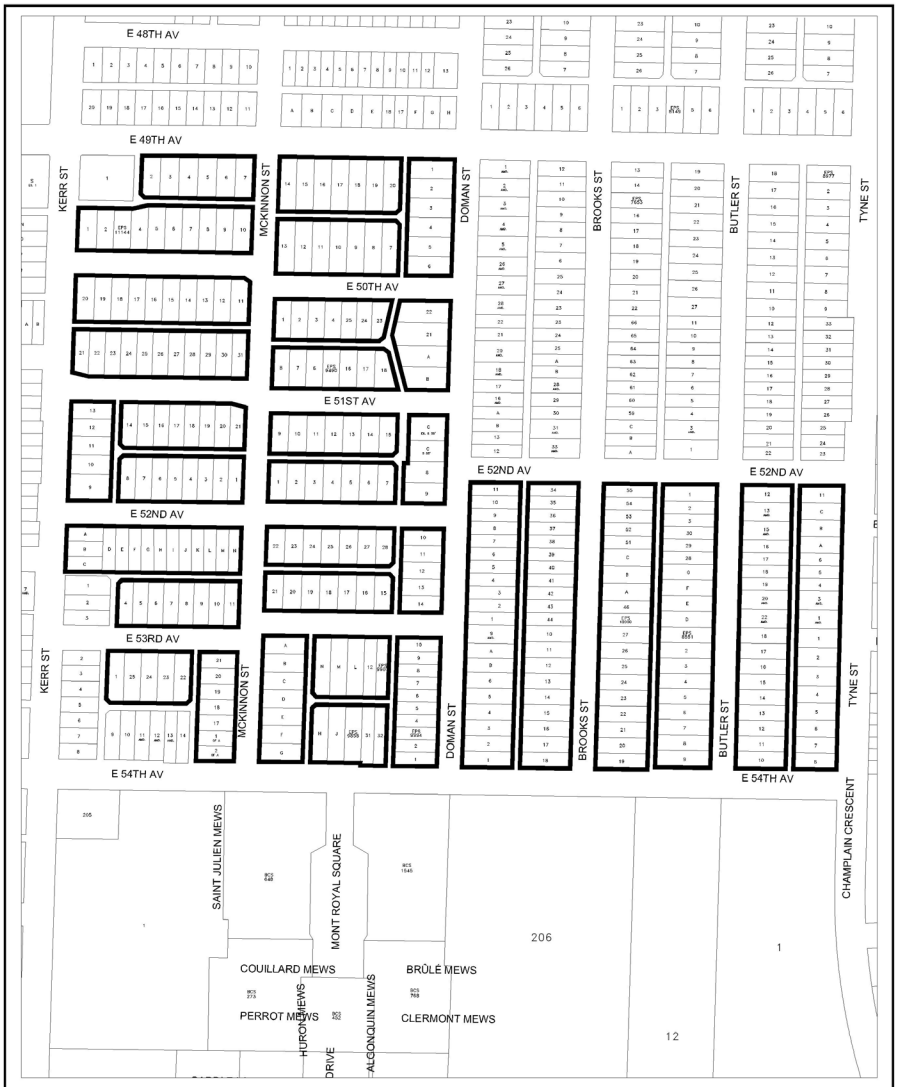
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 20 of 21 scale: NTS	↑

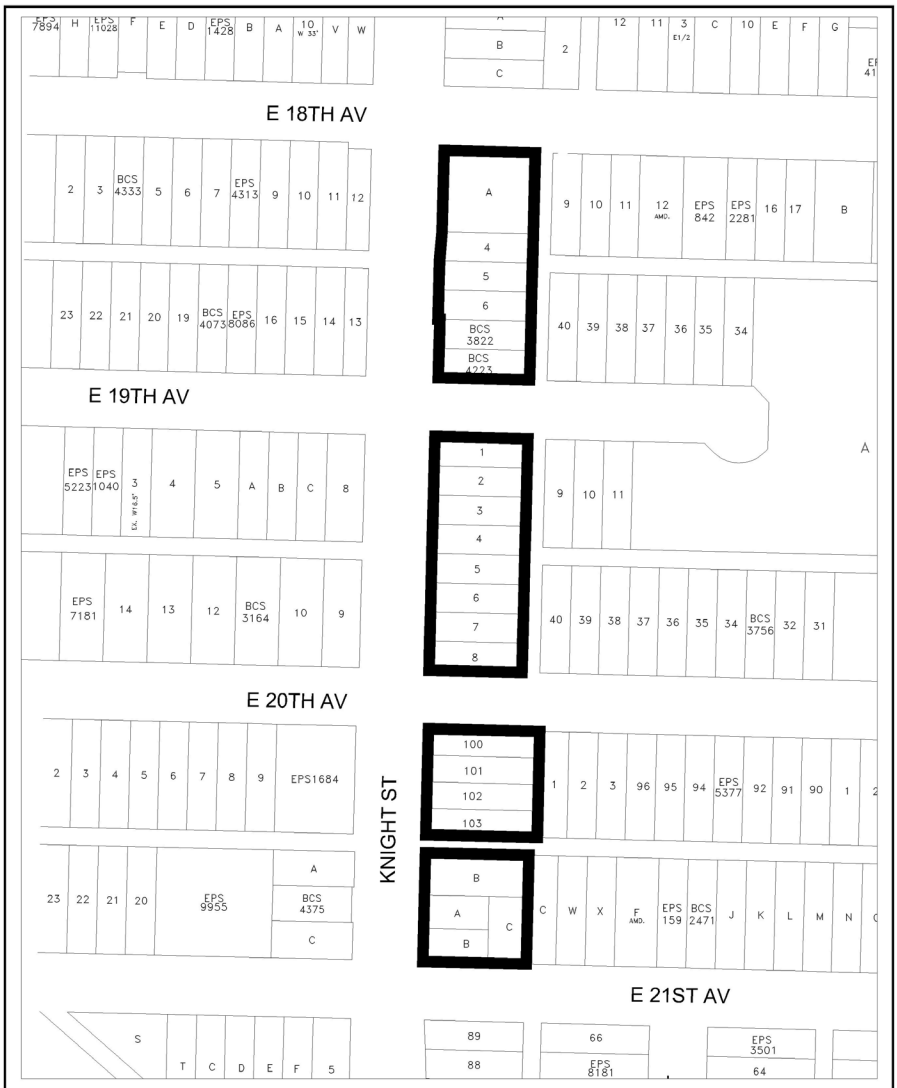
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-1**

RZ- Villages - R3-1	map: 21 of 21 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-1** to **R3-1**

RZ- Villages - R3-1	map: 1 of 1 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-7** to **R3-1**

RZ- Villages - R3-1	map: 1 of 1 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8A** to **R3-1**

RZ- Villages - R3-1	map: 1 of 3 scale: NTS	↑

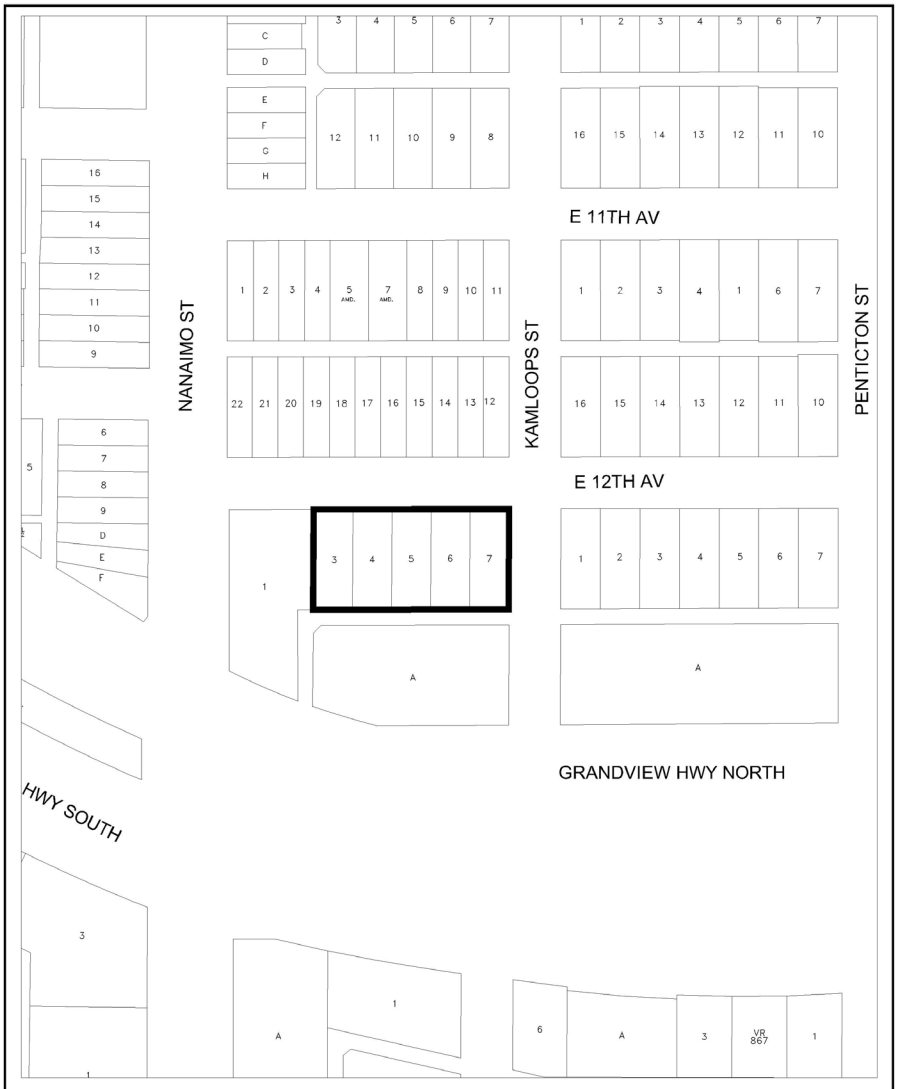
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8A** to **R3-1**

RZ- Villages - R3-1	map: 2 of 3 scale: NTS	↑

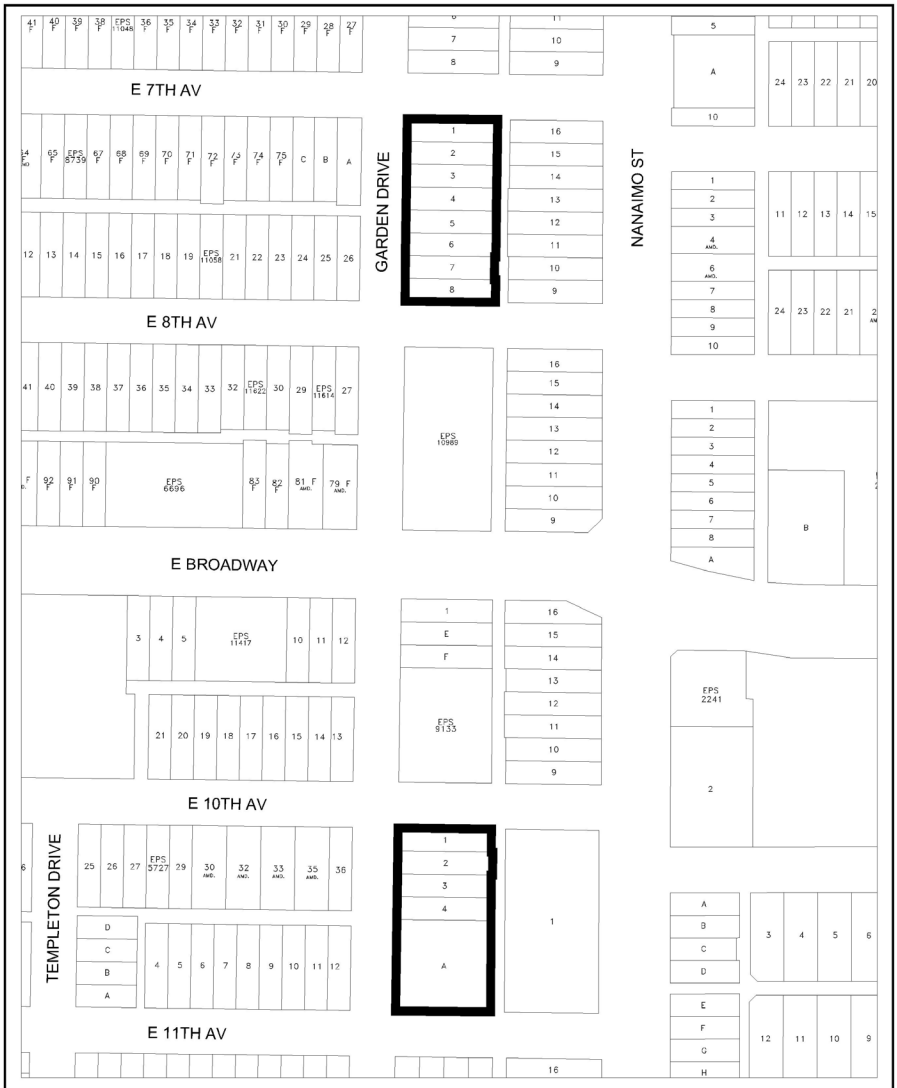
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8A** to **R3-1**

RZ- Villages - R3-1	map: 3 of 3 scale: NTS	↑

City of Vancouver

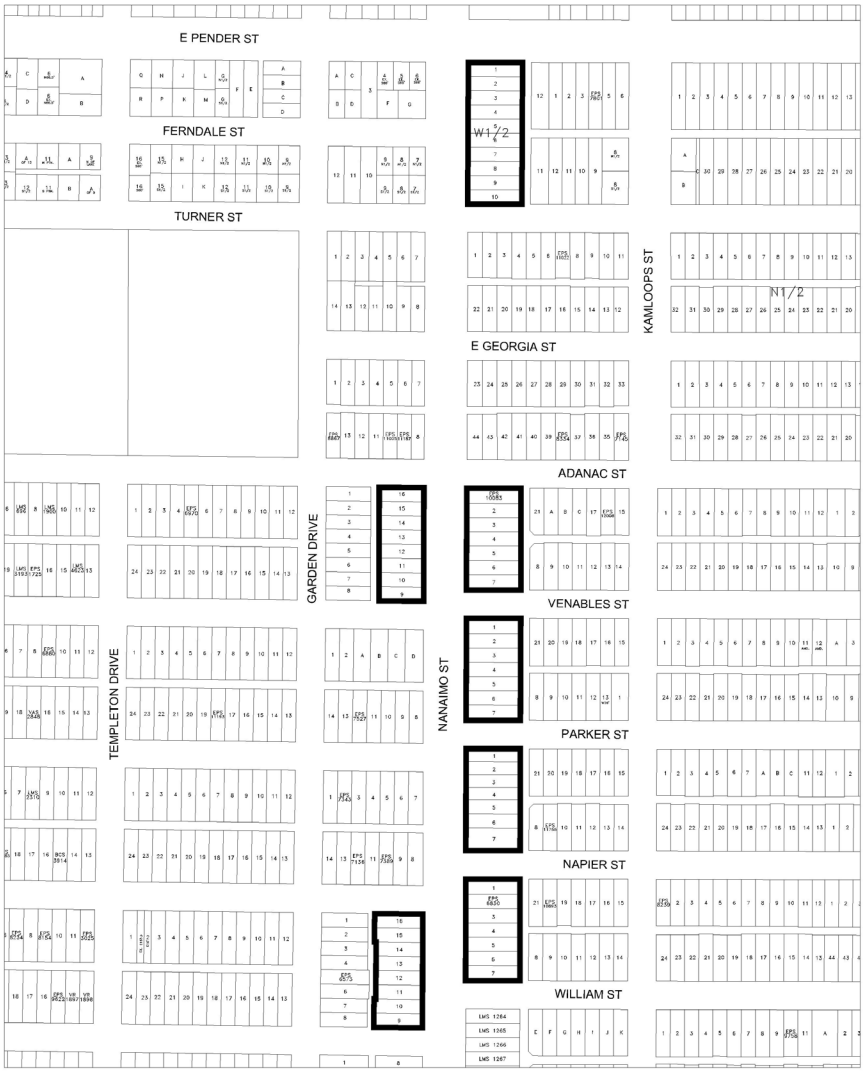


The properties outlined in black (▬) are rezoned:
From **RM-11** to **R3-1**

RZ- Villages - R3-1

map: 1 of 1
scale: NTS

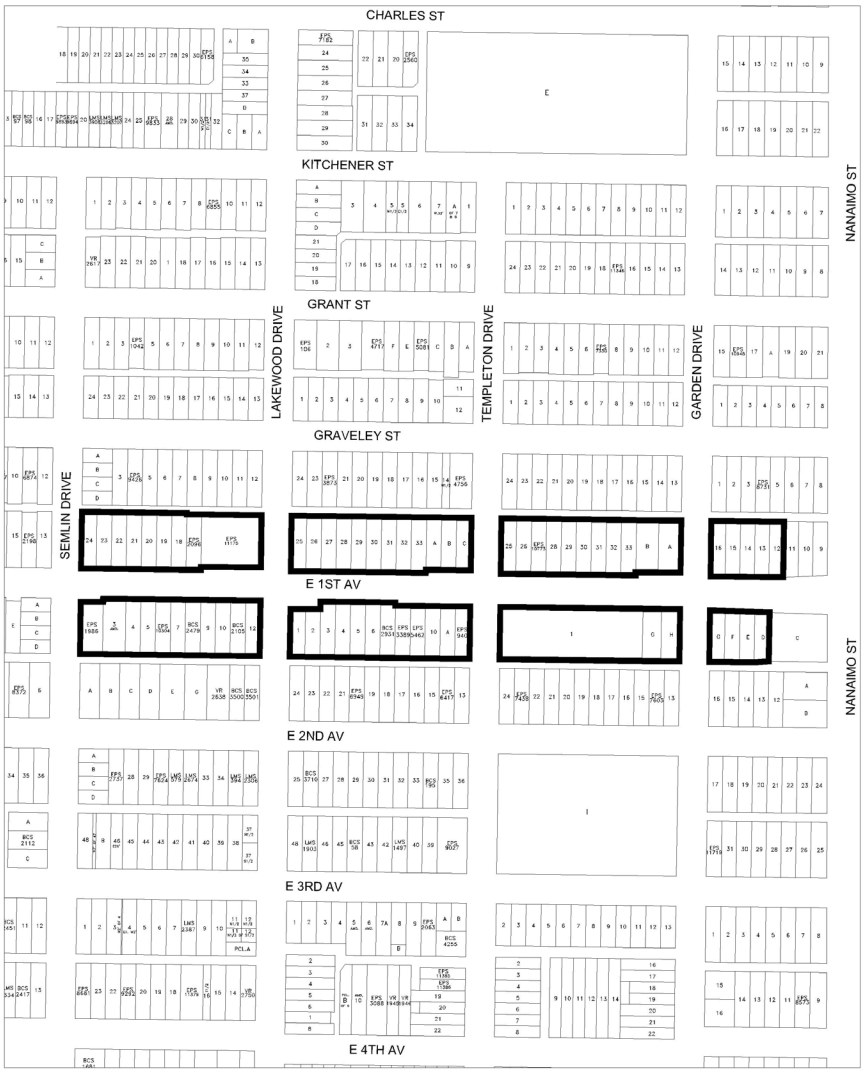
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-12** to **R3-1**

RZ- Villages - R3-1	map: 1 of 4 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-12** to **R3-1**

RZ- Villages - R3-1	map: 2 of 4 scale: NTS	↑

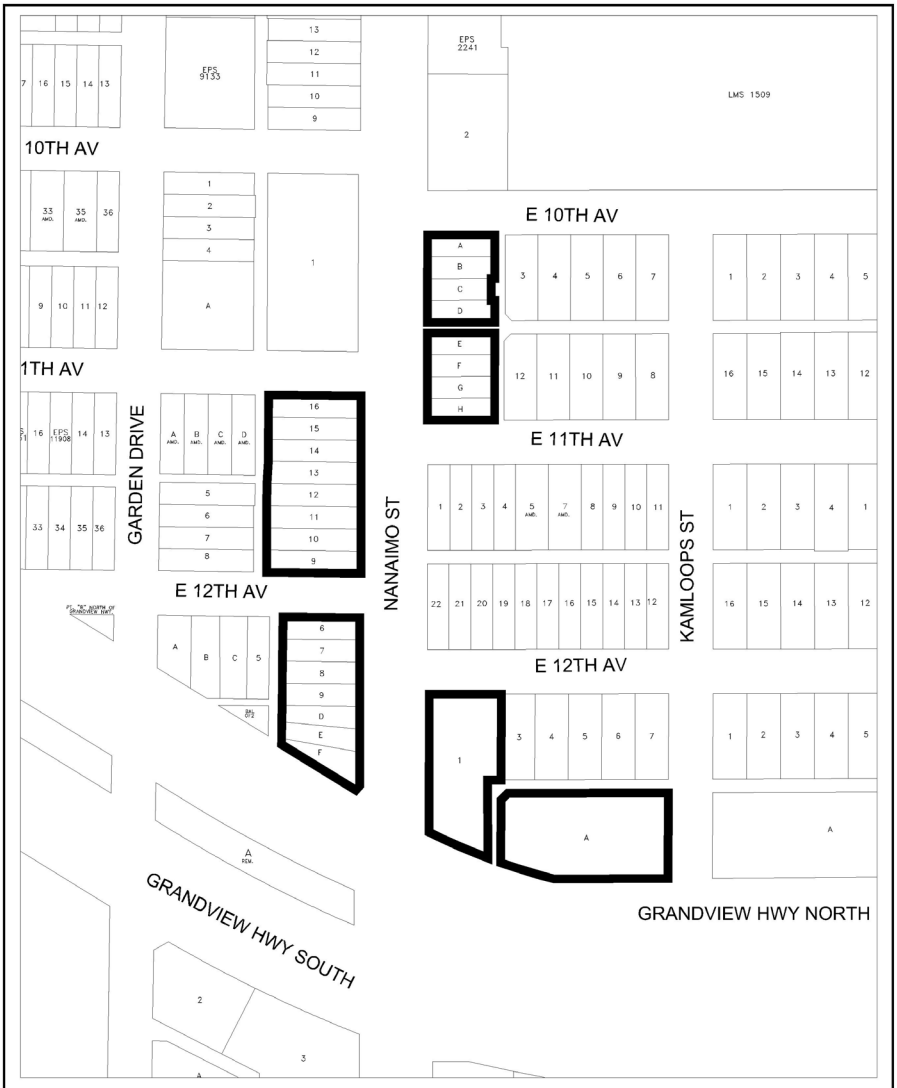
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-12** to **R3-1**

RZ- Villages - R3-1	map: 3 of 4 scale: NTS	↑

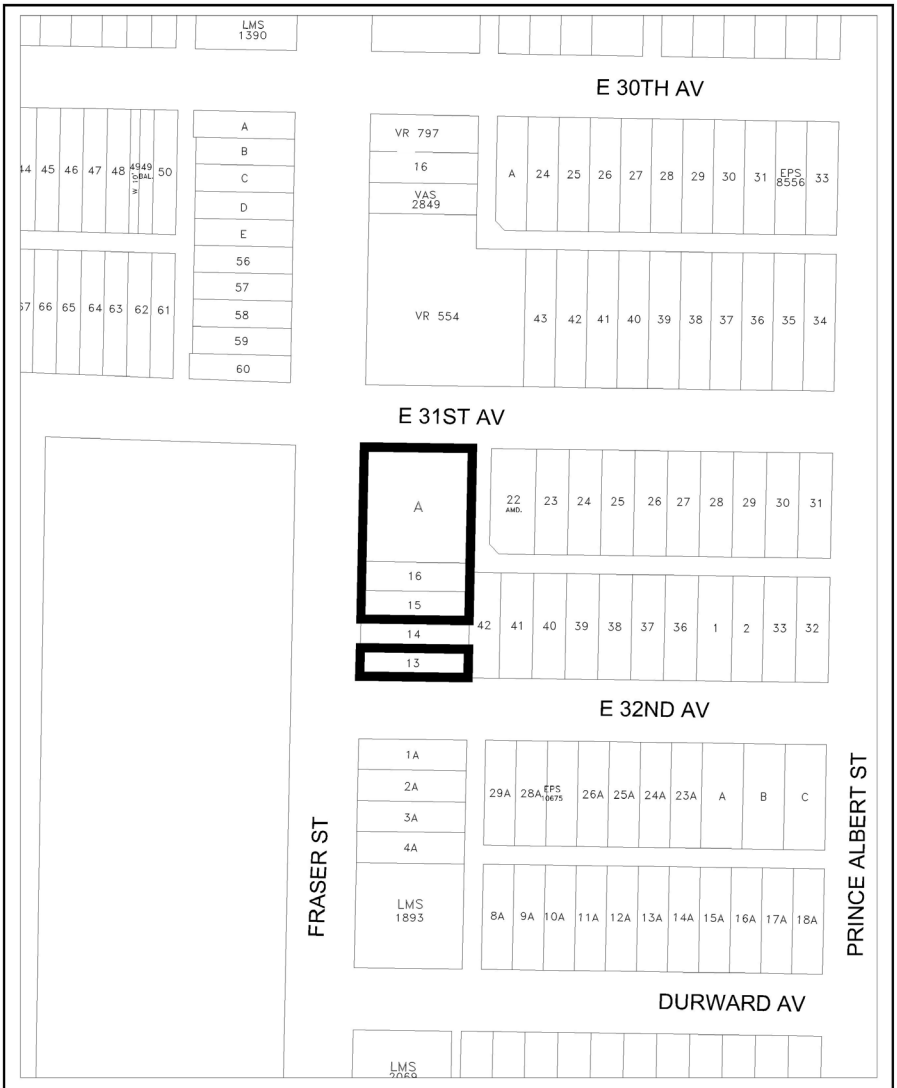
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-12** to **R3-1**

RZ- Villages - R3-1	map: 4 of 4 scale: NTS	↑

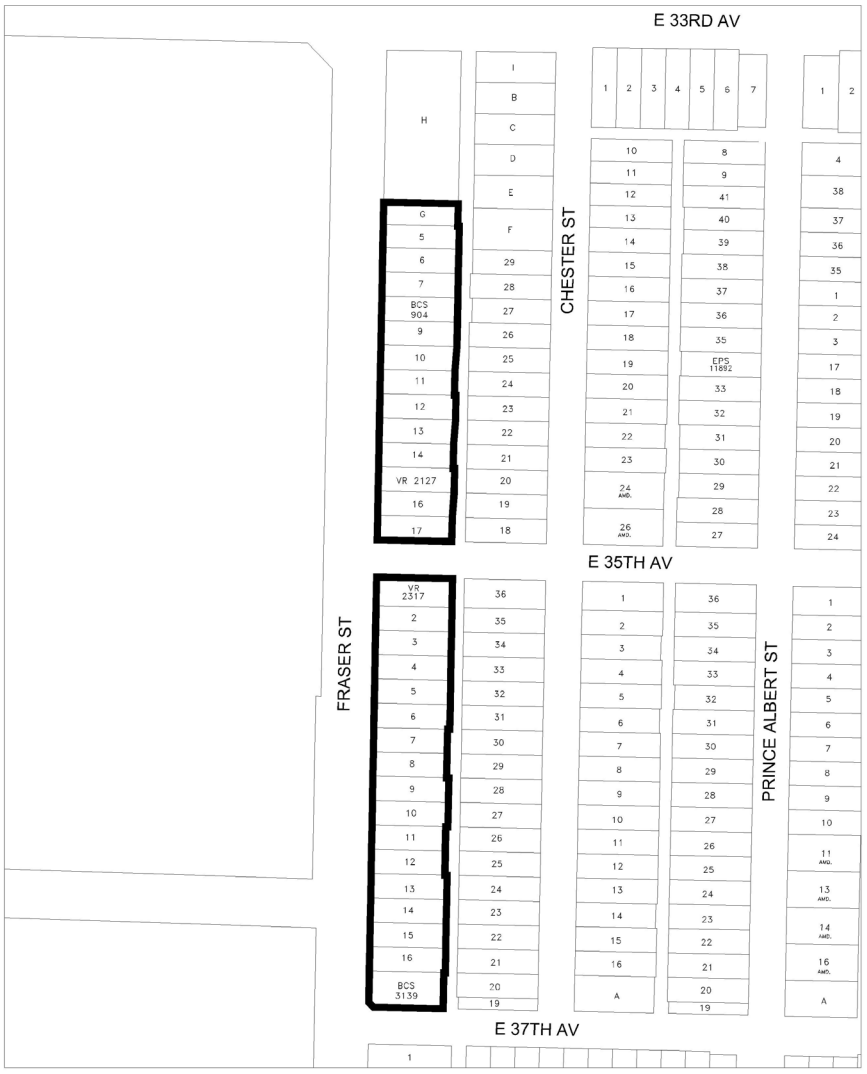
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-1**

RZ- Villages - R3-1	map: 1 of 4 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-1**

RZ- Villages - R3-1	map: 2 of 4 scale: NTS	↑

City of Vancouver

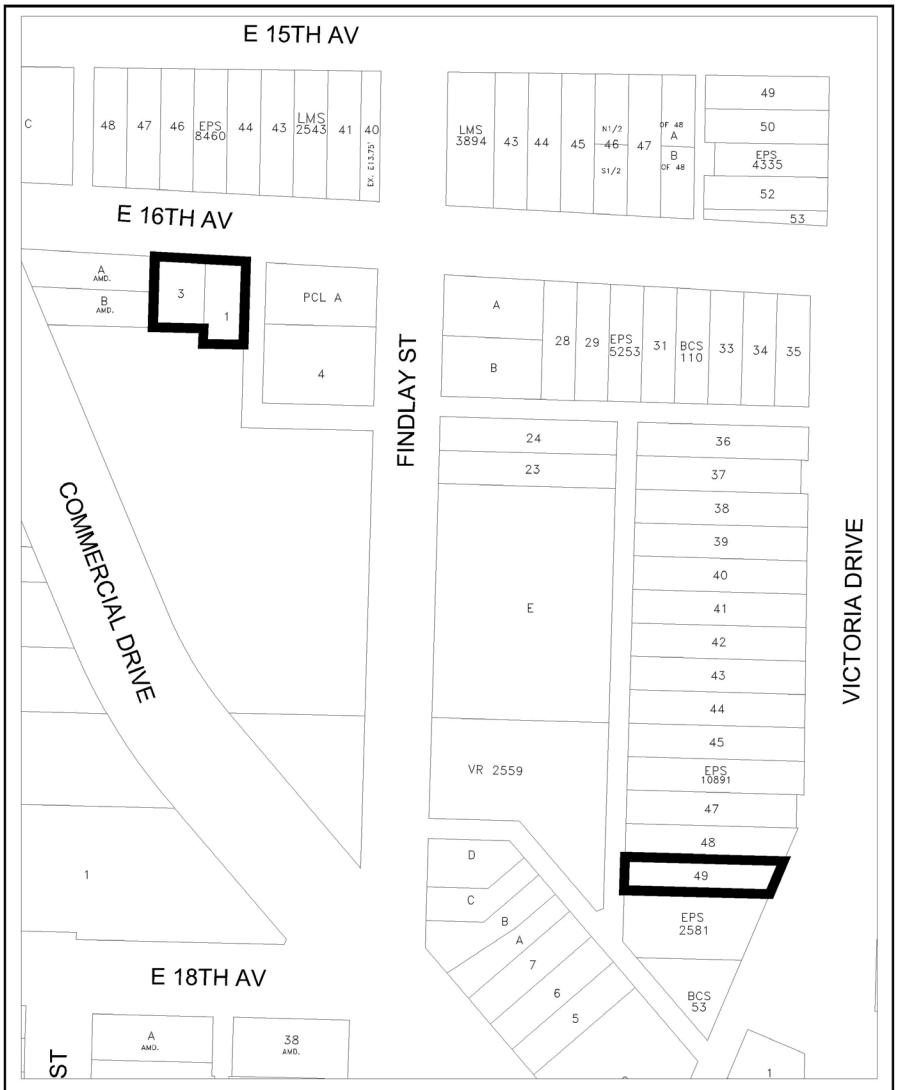


The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-1**

RZ- Villages - R3-1

map: 3 of 4
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-1**

RZ- Villages - R3-1	map: 4 of 4 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-5** to **R3-1**

RZ- Villages - R3-1

map: 1 of 4
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-5** to **R3-1**

RZ- Villages - R3-1

map: 2 of 4
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-5** to **R3-1**

RZ- Villages - R3-1	map: 3 of 4 scale: NTS	↑

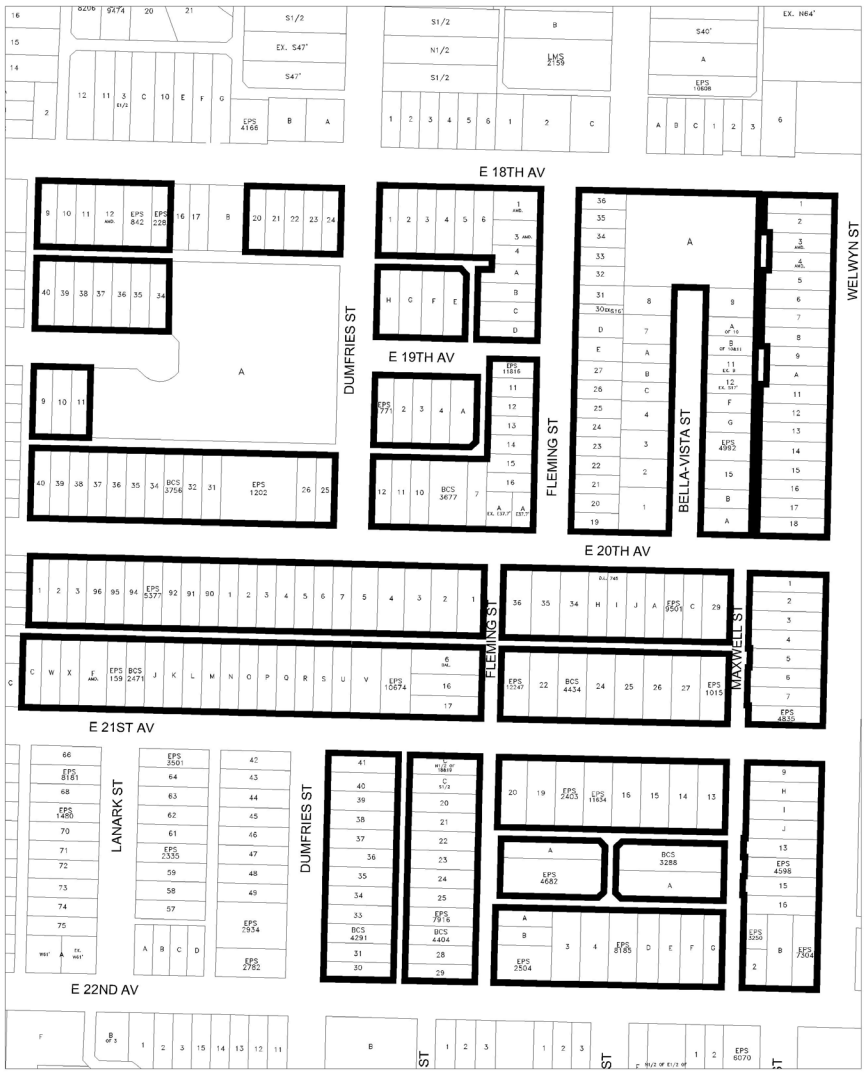
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-5** to **R3-1**

RZ- Villages - R3-1	map: 4 of 4 scale: NTS	↑

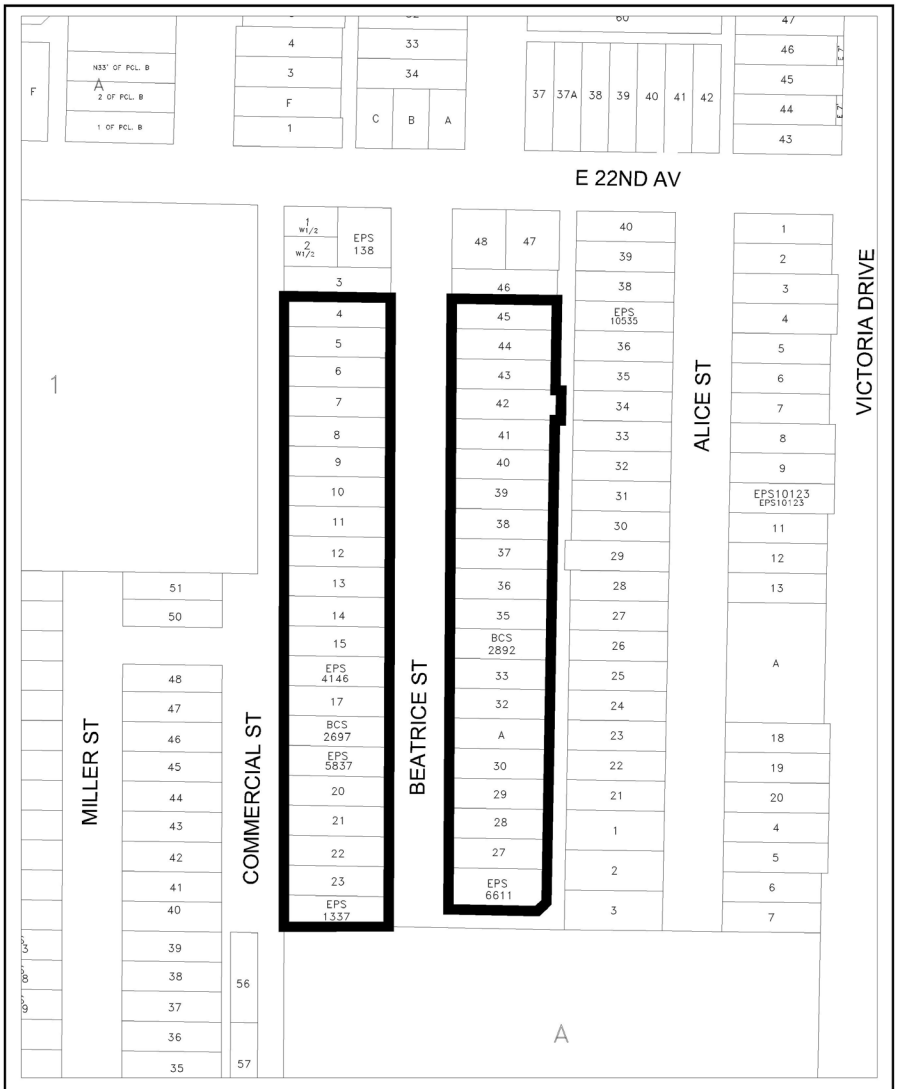
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-10** to **R3-1**

RZ- Villages - R3-1	map: 1 of 2 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-10** to **R3-1**

RZ- Villages - R3-1	map: 2 of 2 scale: NTS	↑

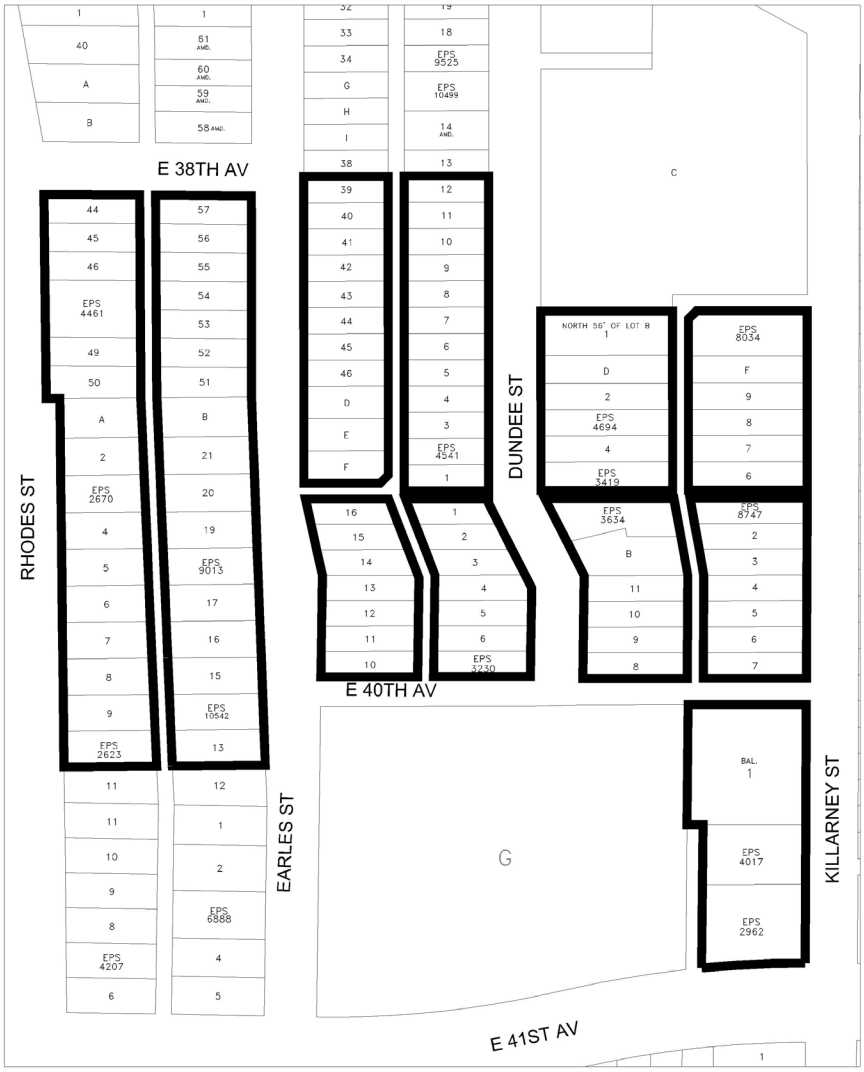
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-11** to **R3-1**

RZ- Villages - R3-1	map: 1 of 2 scale: NTS	↑

City of Vancouver

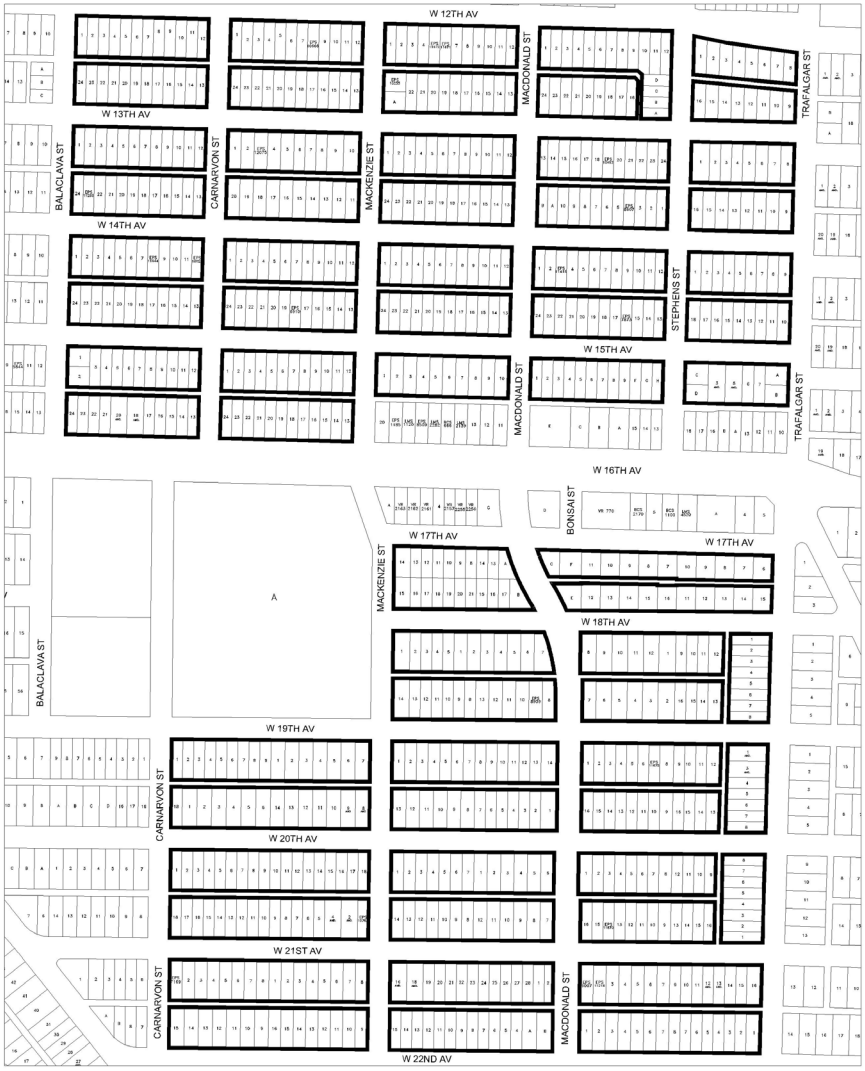


The properties outlined in black (▬) are rezoned:
From **RT-11** to **R3-1**

RZ- Villages - R3-1	map: 2 of 2 scale: NTS	↑

City of Vancouver

Schedule B

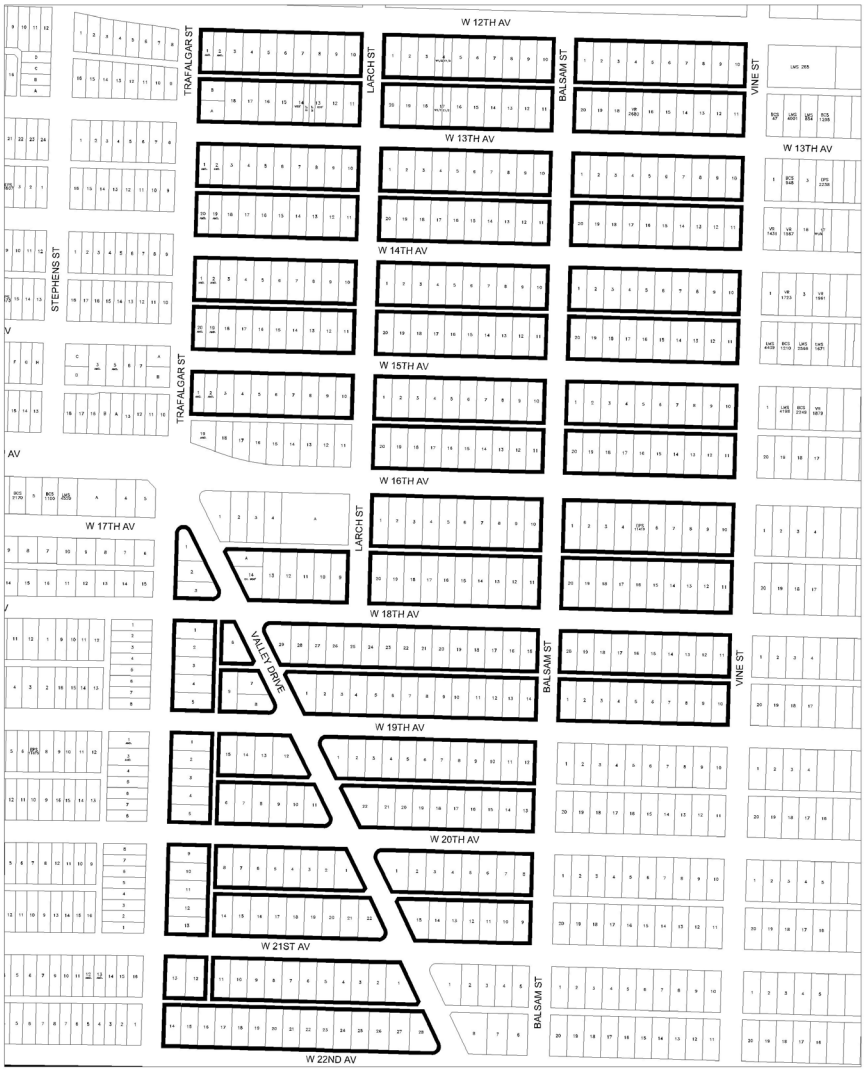


The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4

map: 1 of 18
scale: NTS

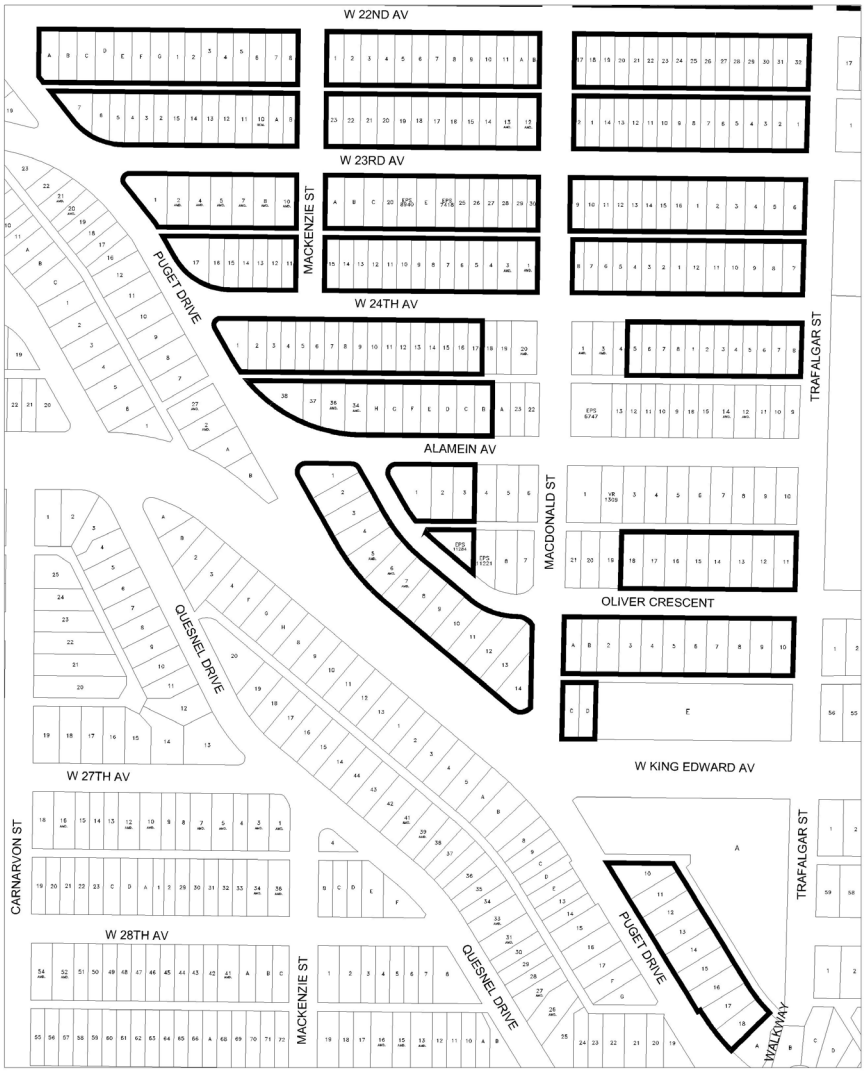
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 2 of 18 scale: NTS	↑

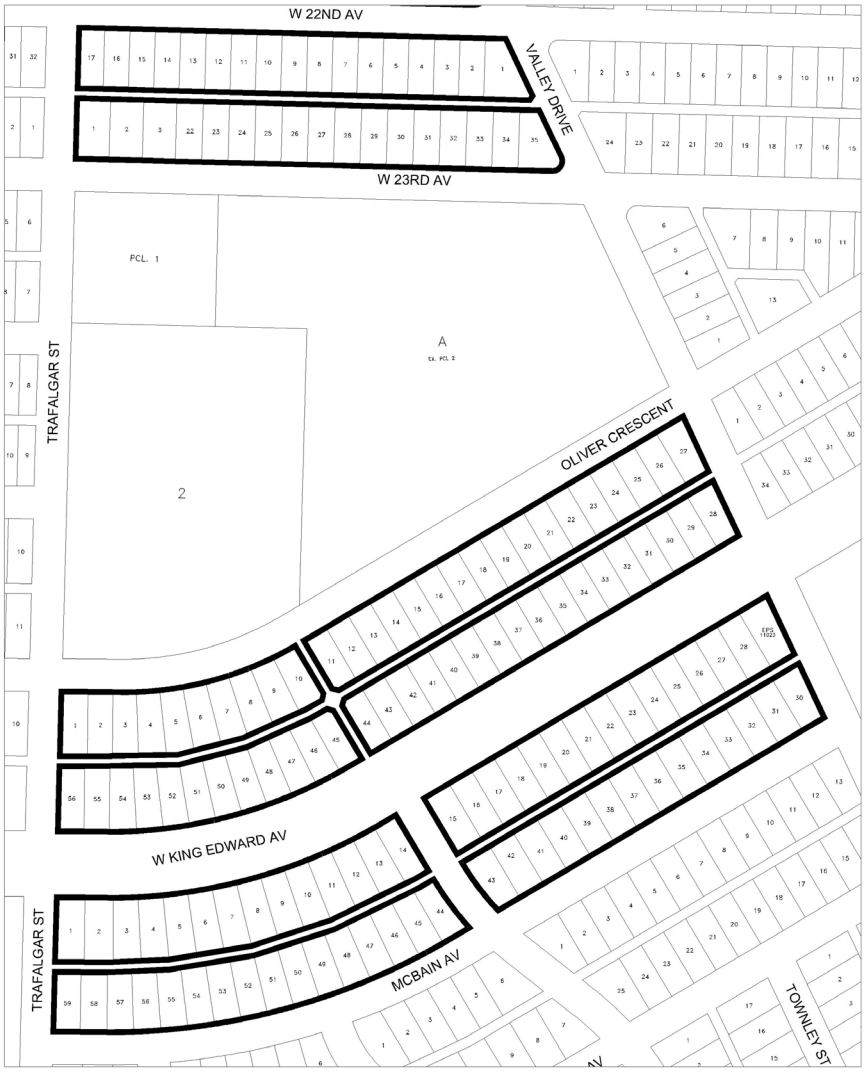
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 3 of 18 scale: NTS	↑

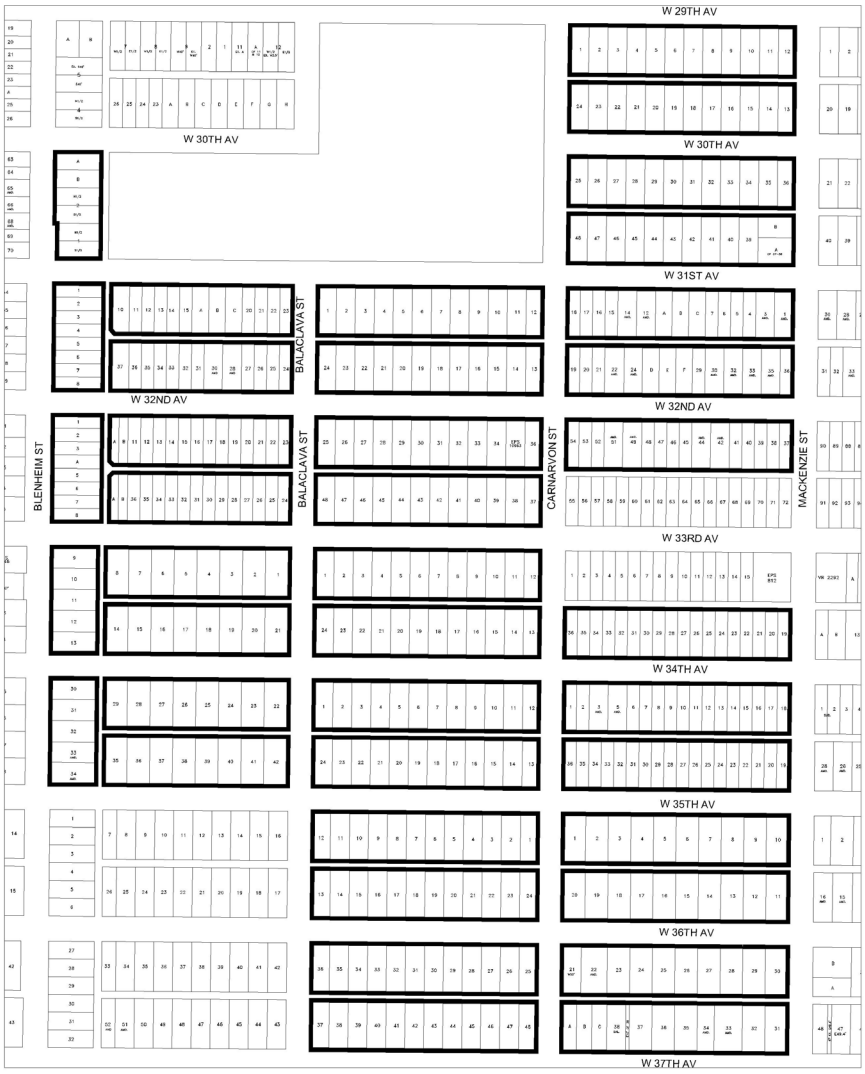
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 4 of 18 scale: NTS	↑

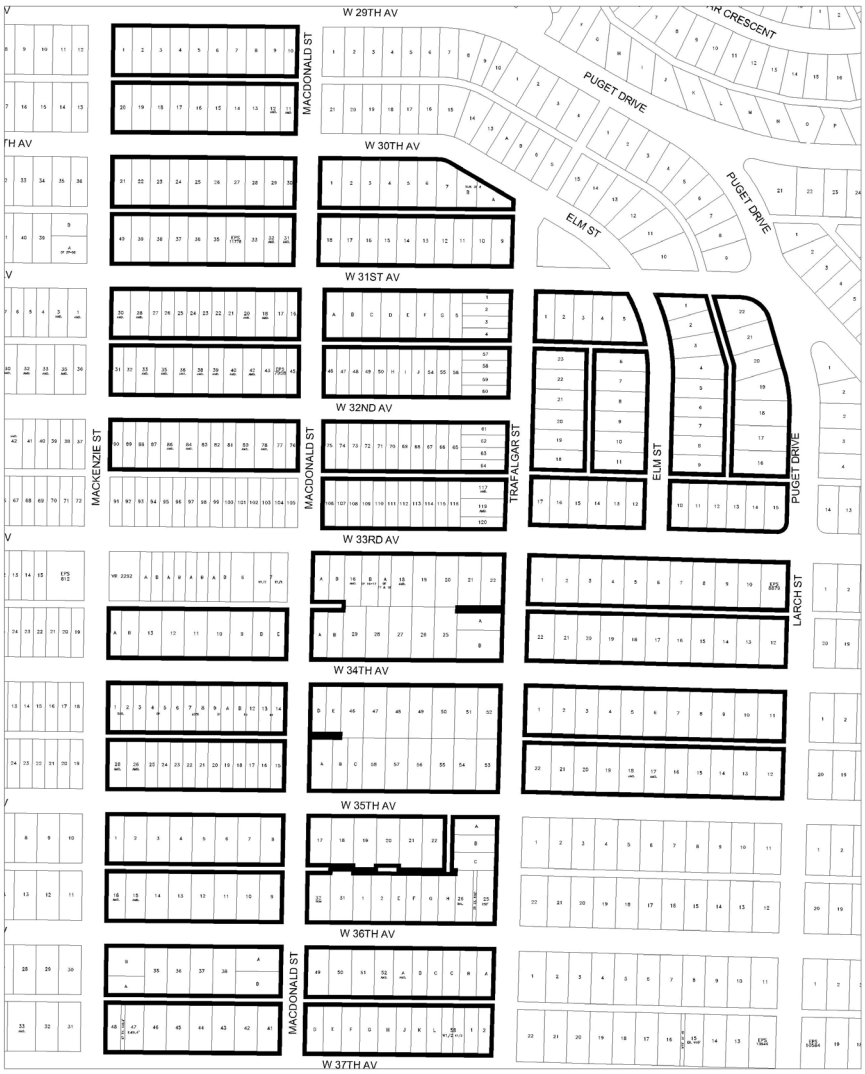
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 5 of 18 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 6 of 18 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 7 of 18 scale: NTS	↑

City of Vancouver

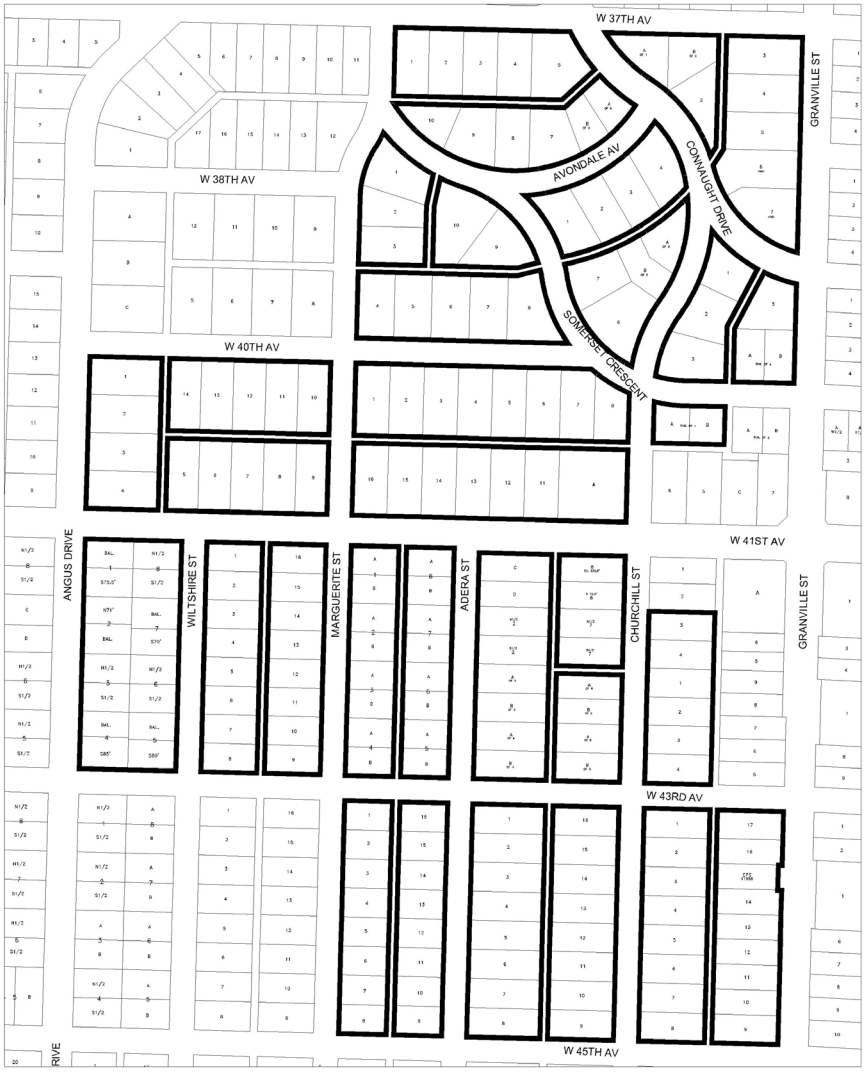


The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4

map: 8 of 18
scale: NTS

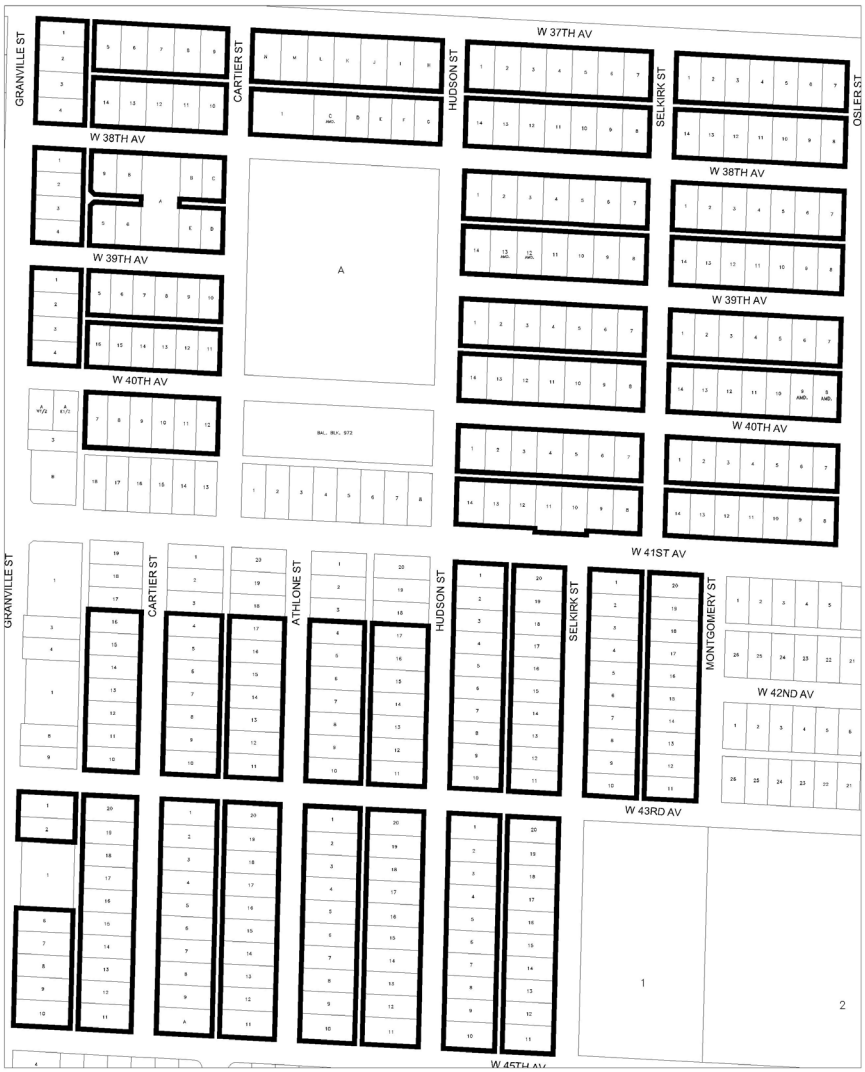
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 9 of 18 scale: NTS	↑

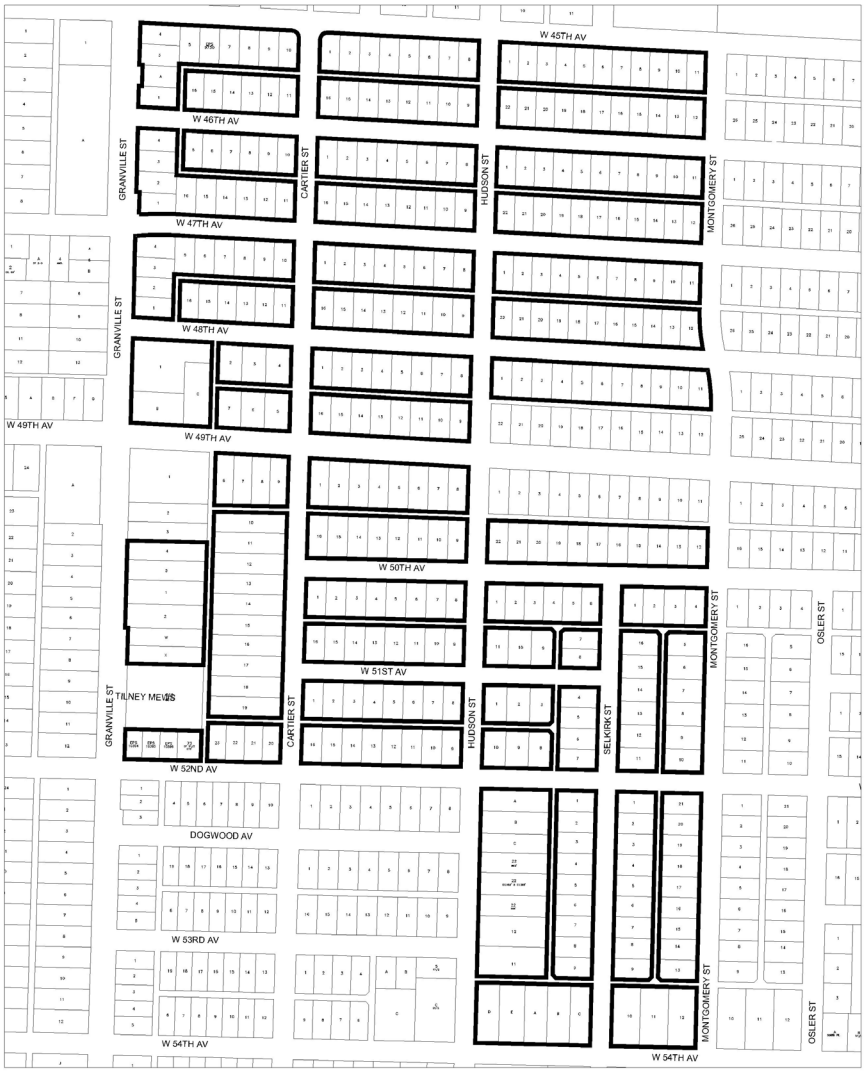
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 10 of 18 scale: NTS	↑

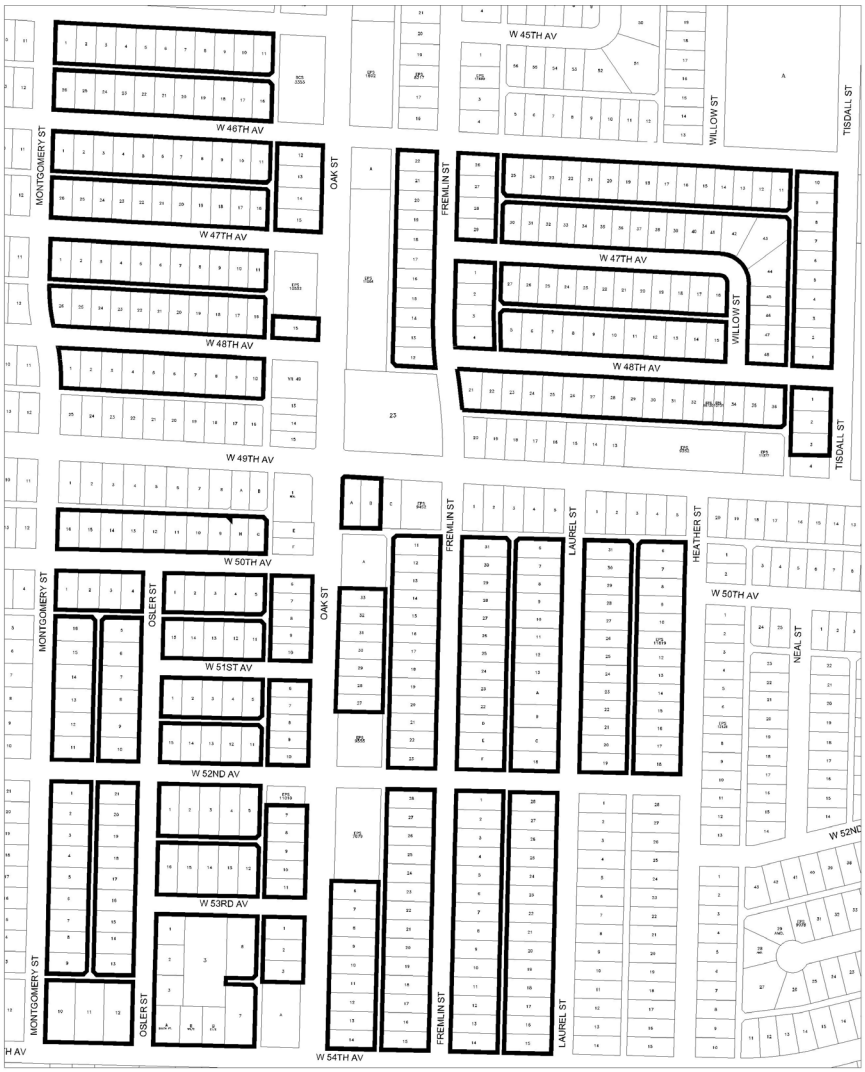
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 11 of 18 scale: NTS	↑

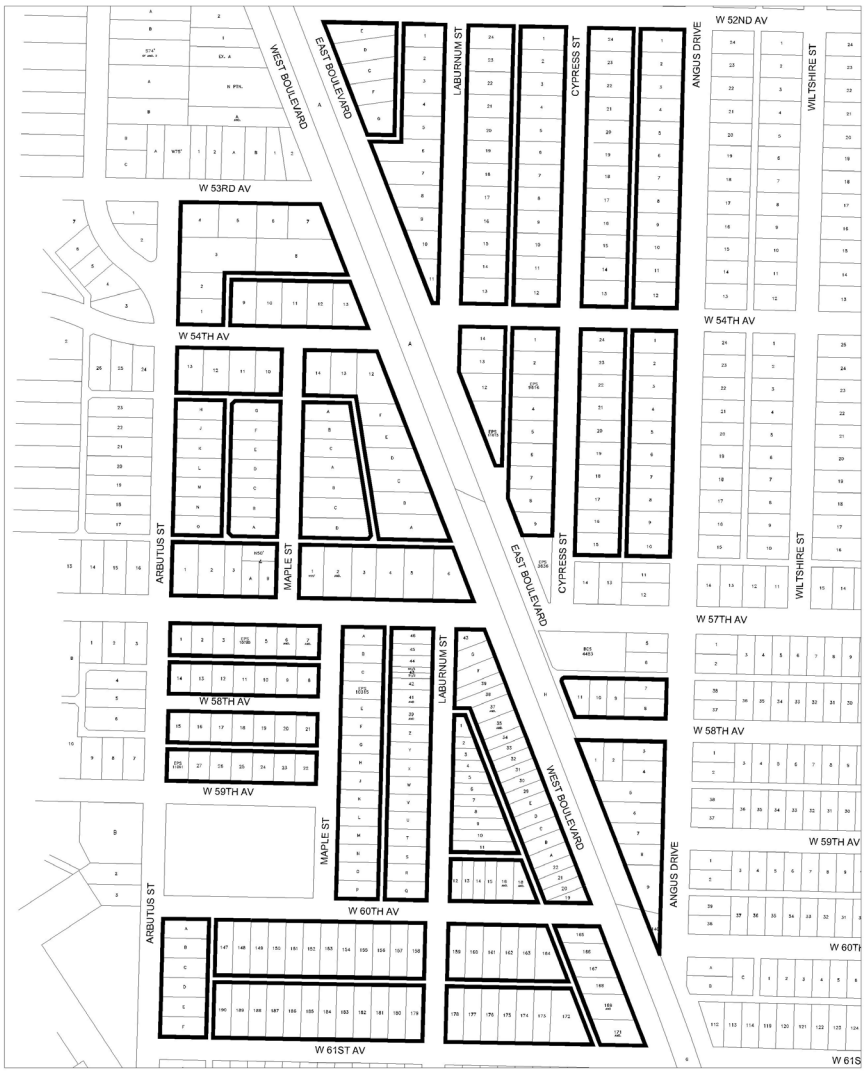
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 12 of 18 scale: NTS	↑

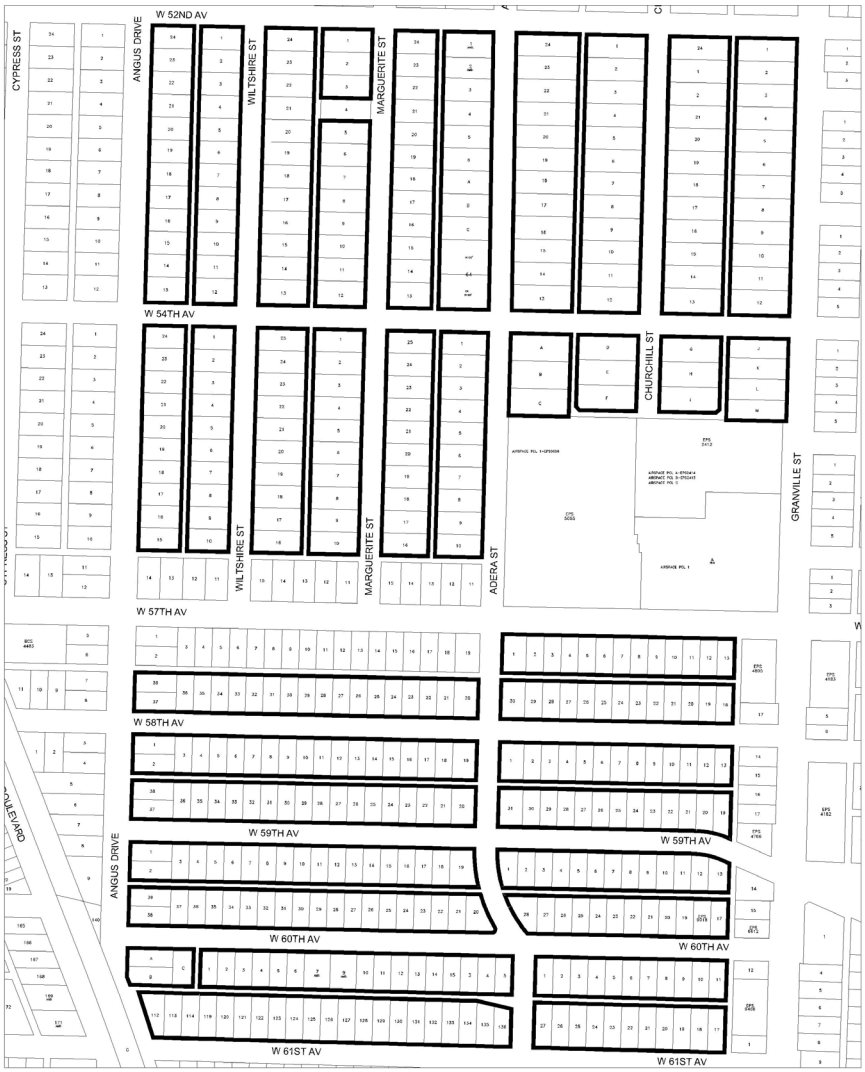
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 13 of 18 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4	map: 14 of 18 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4

map: 15 of 18
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4

map: 16 of 18
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4

map: 17 of 18
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **R3-4**

RZ- Villages - R3-4

map: 18 of 18
scale: NTS

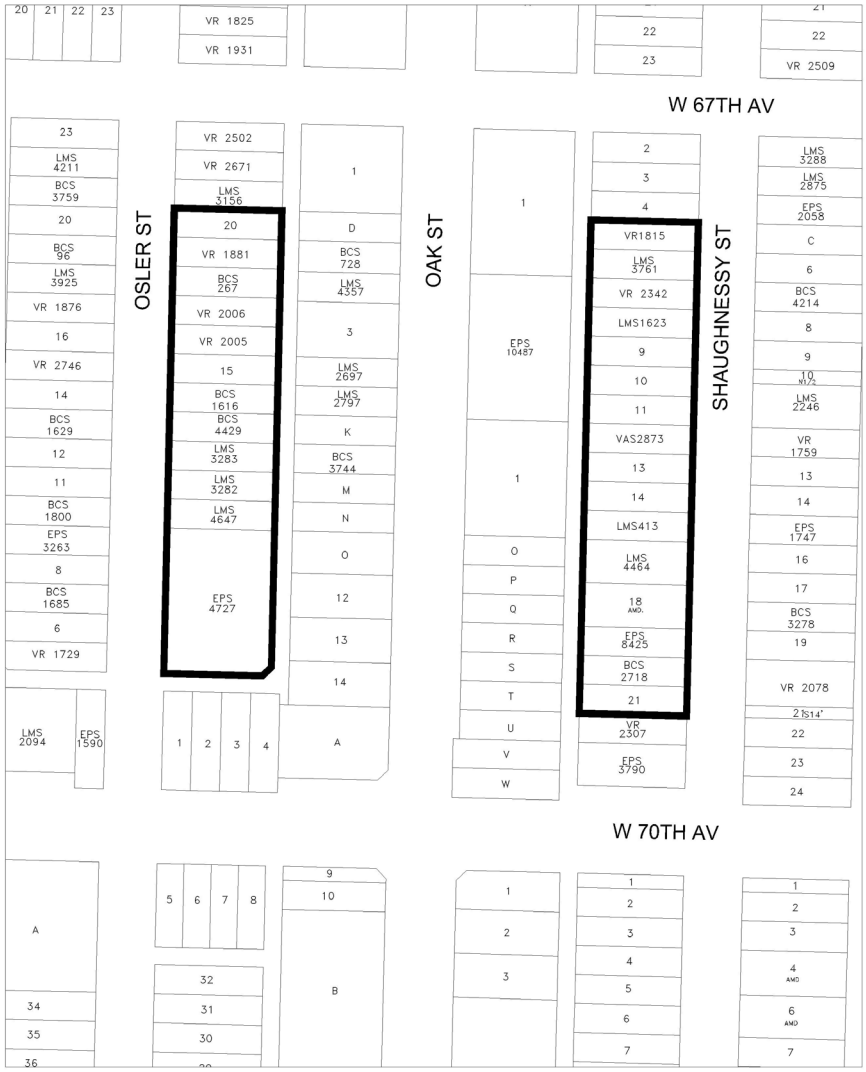
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8** to **R3-4**

RZ- Villages - R3-4	map: 1 of 3 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8** to **R3-4**

RZ- Villages - R3-4

map: 2 of 3
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8** to **R3-4**

RZ- Villages - R3-4	map: 3 of 3 scale: NTS	↑

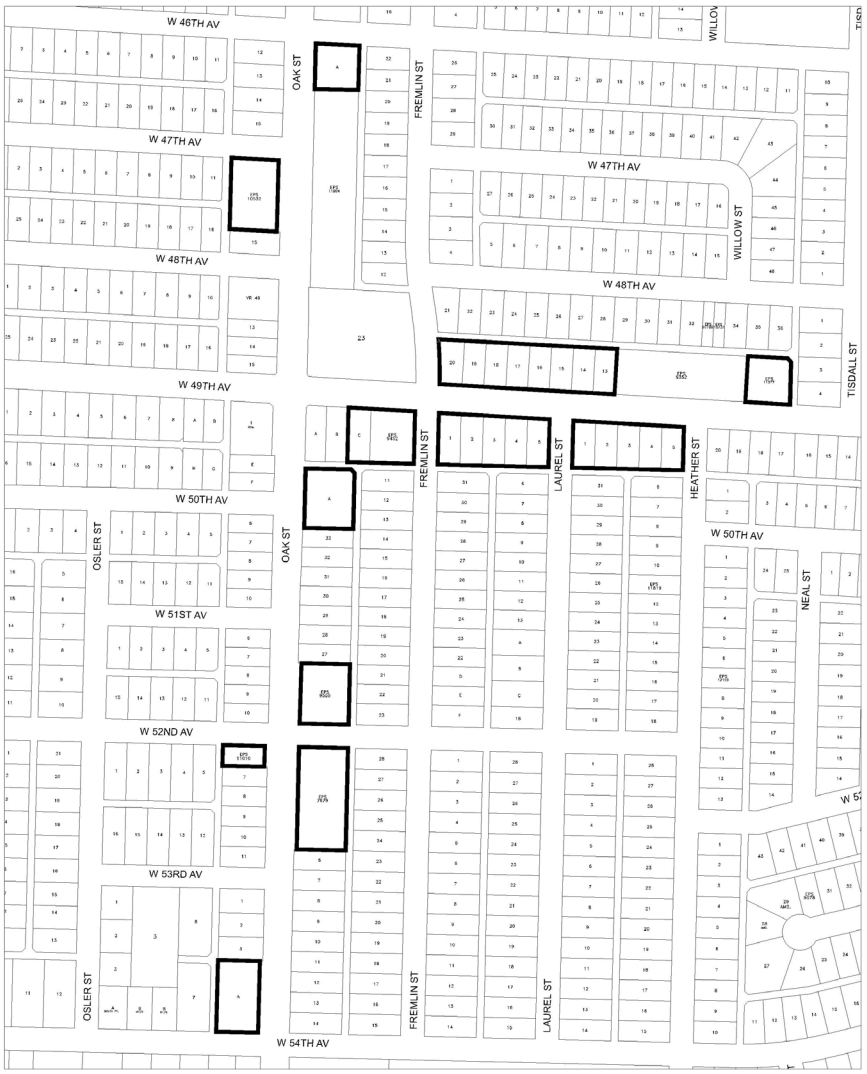
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8A** to **R3-4**

RZ- Villages - R3-4	map: 1 of 2 scale: NTS	↑

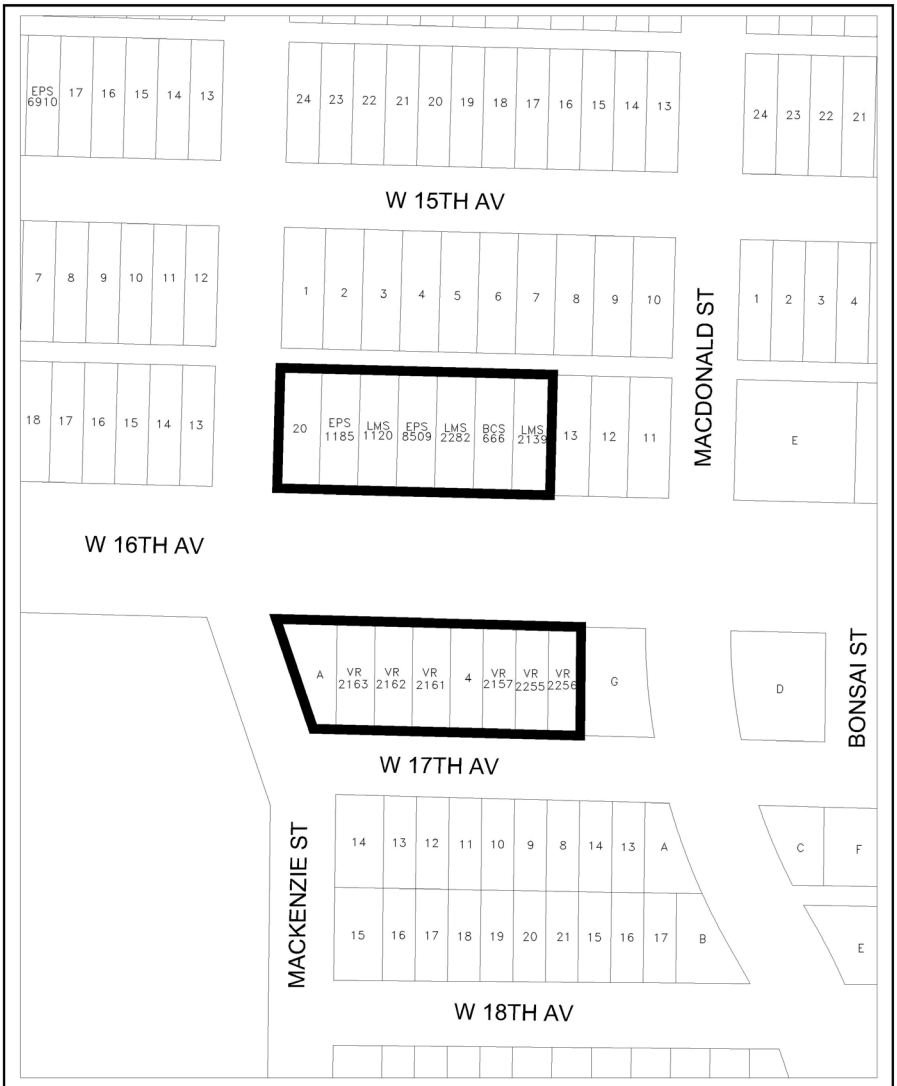
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8A** to **R3-4**

RZ- Villages - R3-4	map: 2 of 2 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-4**

RZ- Villages - R3-4	map: 1 of 5 scale: NTS	↑

City of Vancouver

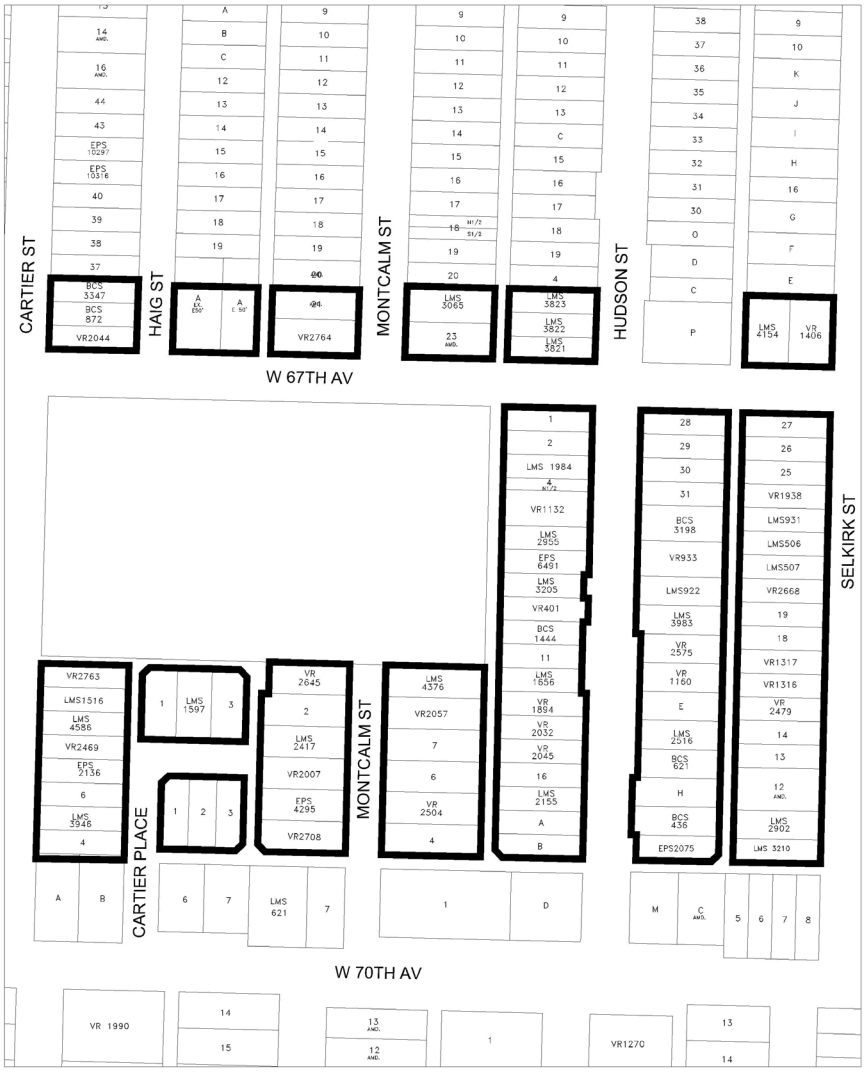


The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-4**

RZ- Villages - R3-4

map: 2 of 5
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-4**

RZ- Villages - R3-4	map: 3 of 5 scale: NTS	↑

City of Vancouver

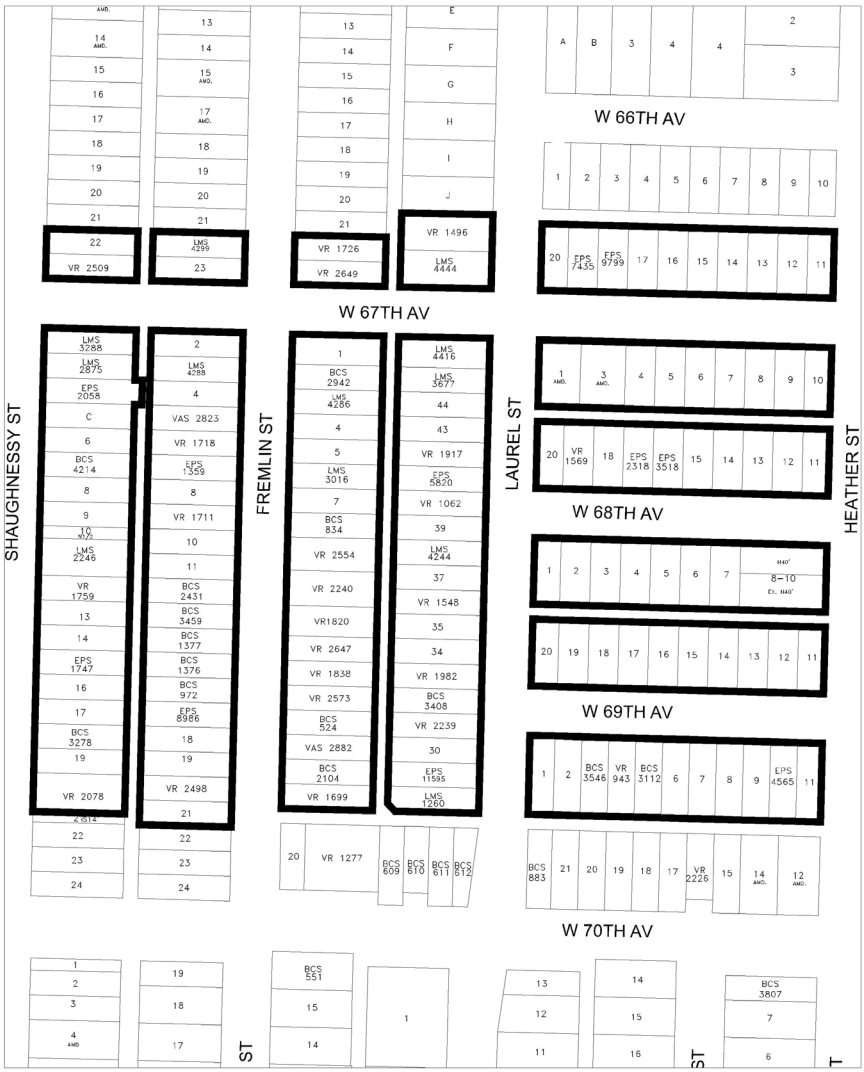


The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-4**

RZ- Villages - R3-4

map: 4 of 5
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **R3-4**

RZ- Villages - R3-4	map: 5 of 5 scale: NTS	↑
City of Vancouver		

Schedule C



The properties outlined in black (▬) are rezoned:
From **C-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D	map: 1 of 2 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **C-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D	map: 2 of 2 scale: NTS	↑

City of Vancouver

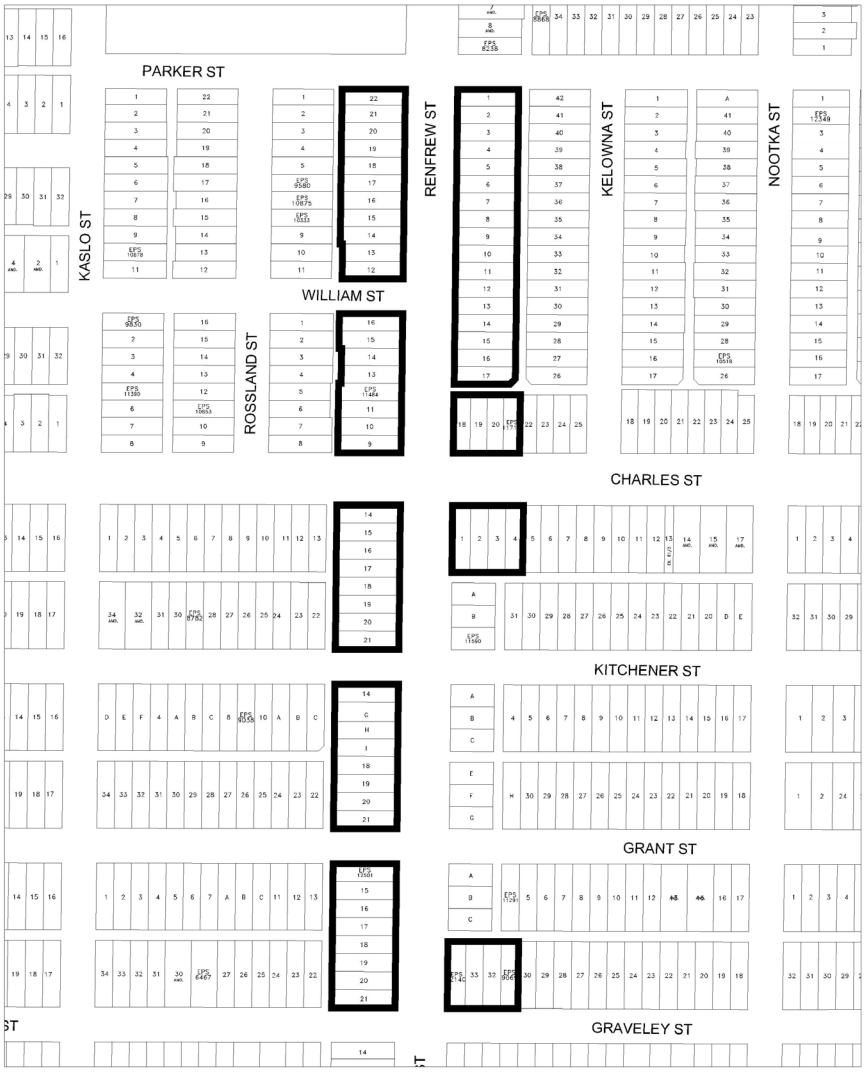


The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D

map: 1 of 5
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D	map: 2 of 5 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D

map: 3 of 5
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D

map: 4 of 5
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Rupert-Renfrew - C-2D	map: 5 of 5 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D	map: 1 of 8 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D	map: 2 of 8 scale: NTS	↑

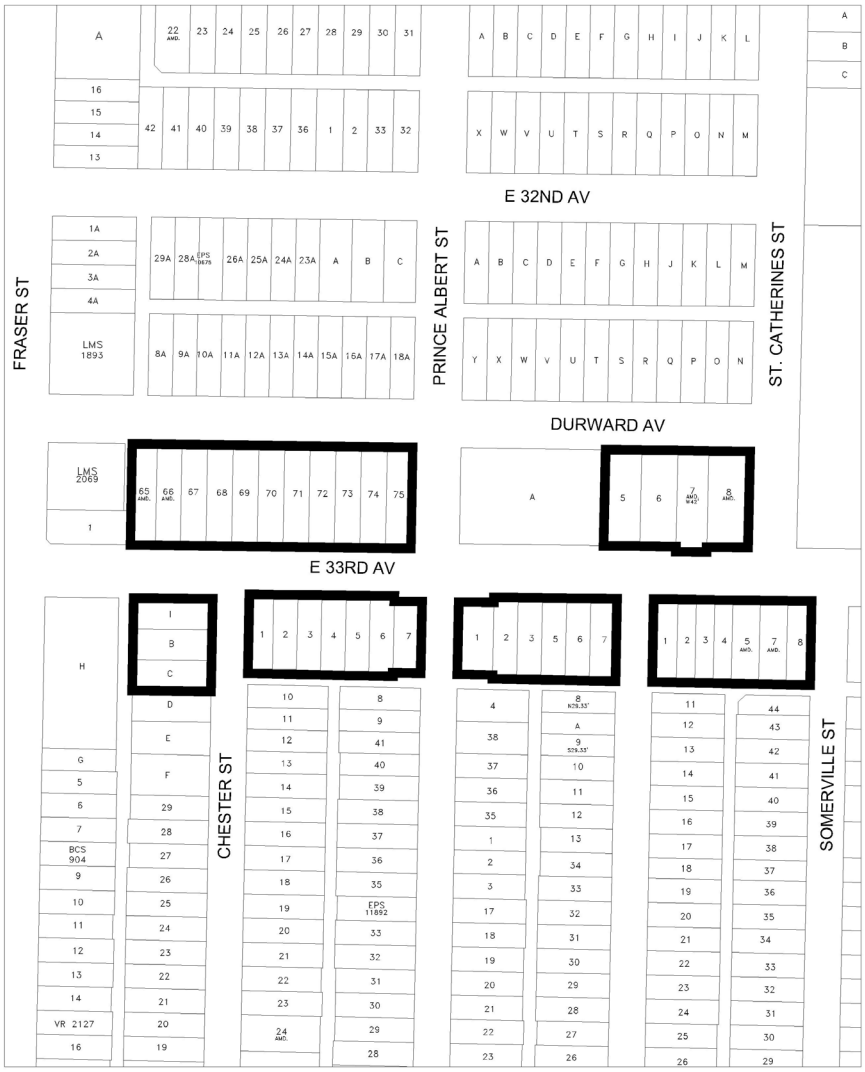
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D	map: 3 of 8 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D

map: 4 of 8
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D	map: 5 of 8 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D

map: 6 of 8
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D

map: 7 of 8
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2D**

RZ- Villages - C-2D

map: 8 of 8
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **C-2D**

RZ- Villages - C-2D

map: 1 of 1
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-5** to **C-2D**

RZ- Villages - C-2D

map: 1 of 2
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-5** to **C-2D**

RZ- Villages - C-2D

map: 2 of 2
scale: NTS

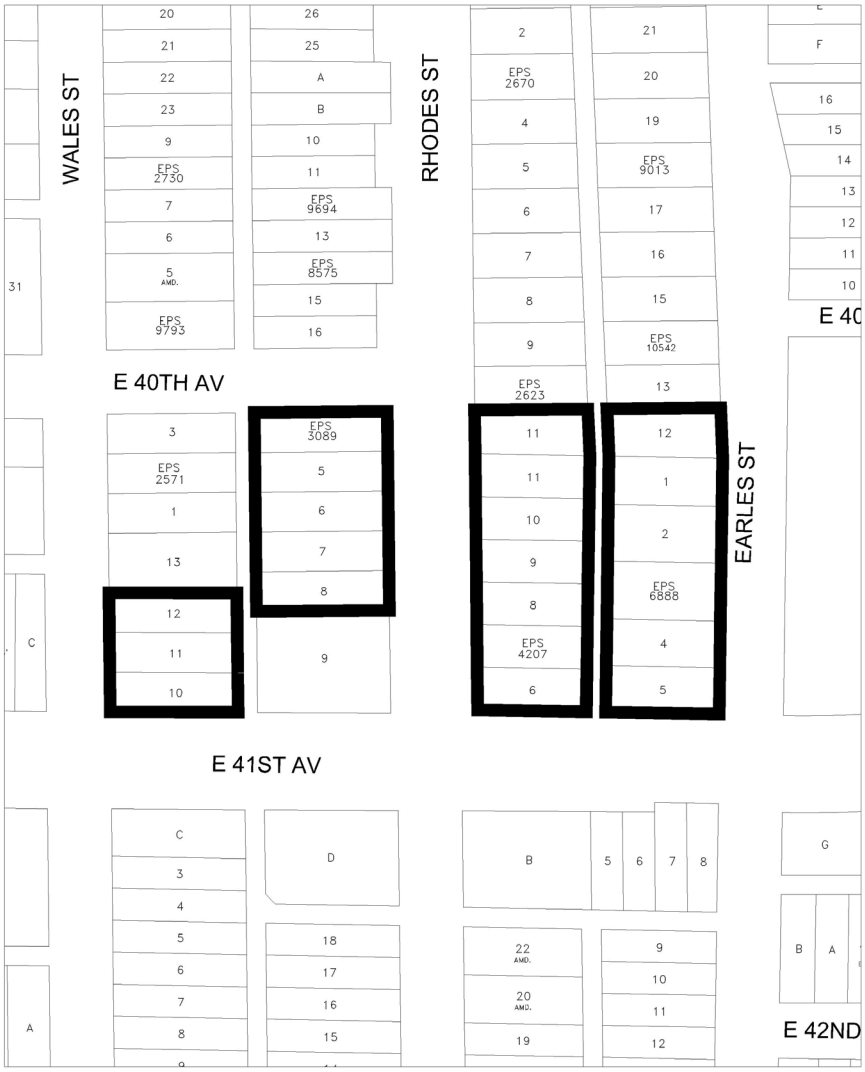
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-10** to **C-2D**

RZ- Villages - C-2D	map: 1 of 1 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-11** to **C-2D**

RZ- Villages - C-2D	map: 1 of 1 scale: NTS	↑

City of Vancouver

Schedule D



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E	map: 1 of 9 scale: NTS	↑

City of Vancouver

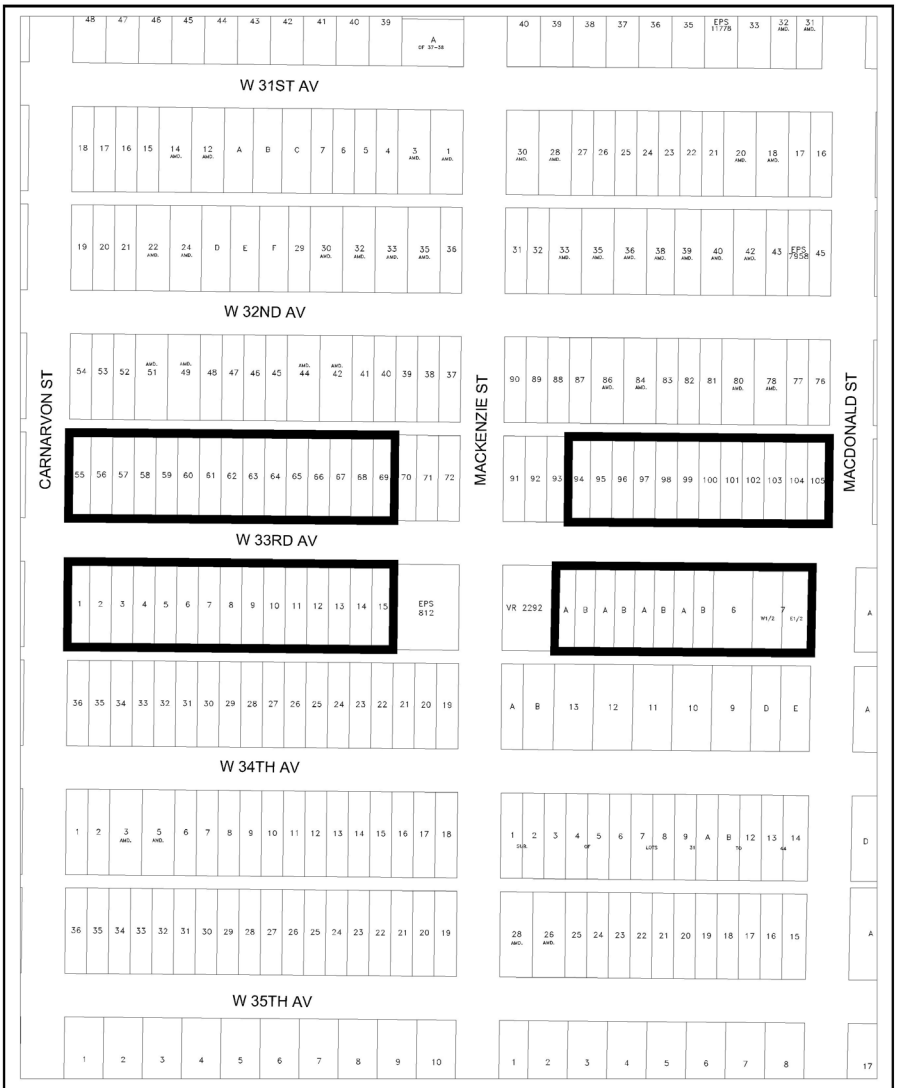


The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E

map: 2 of 9
scale: NTS

City of Vancouver

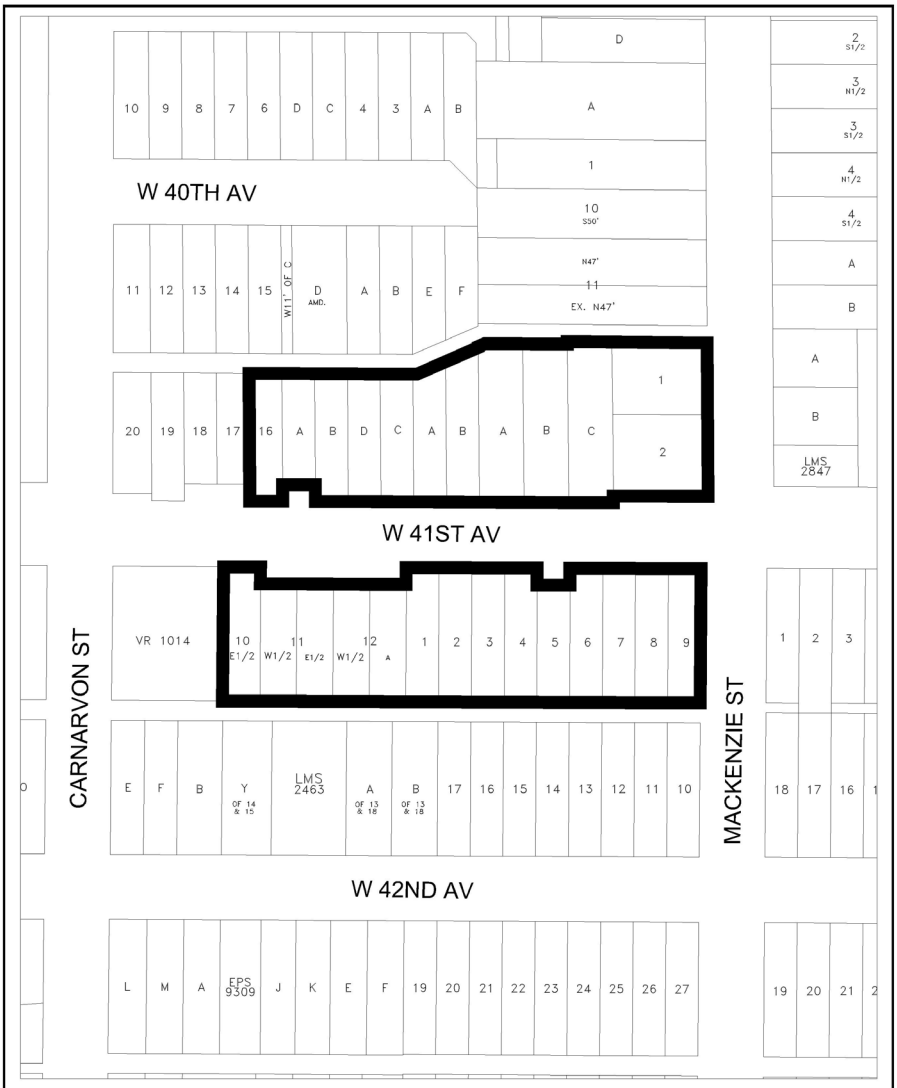


The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E

map: 3 of 9
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E	map: 4 of 9 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E

map: 5 of 9
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E	map: 6 of 9 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E	map: 7 of 9 scale: NTS	↑

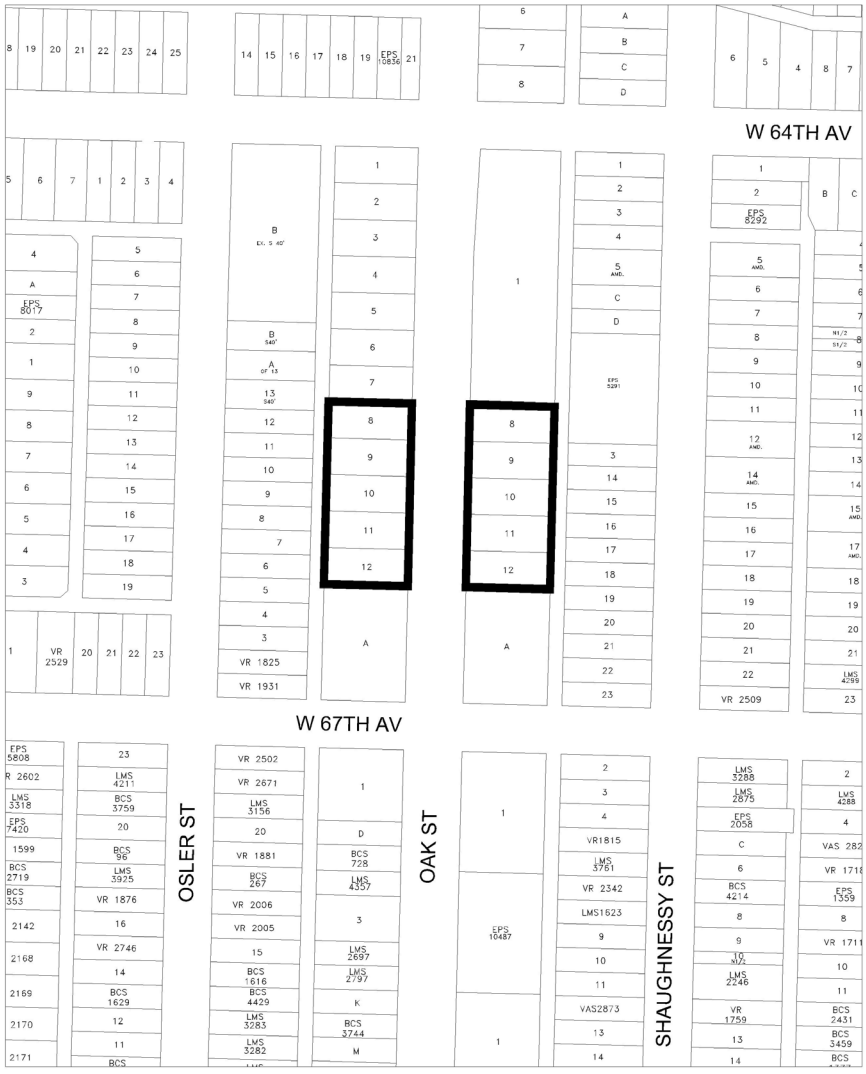
City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E	map: 8 of 9 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **R1-1** to **C-2E**

RZ- Villages - C-2E	map: 9 of 9 scale: NTS	↑

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RM-8** to **C-2E**

RZ- Villages - C-2E	map: 1 of 1 scale: NTS	↑

City of Vancouver

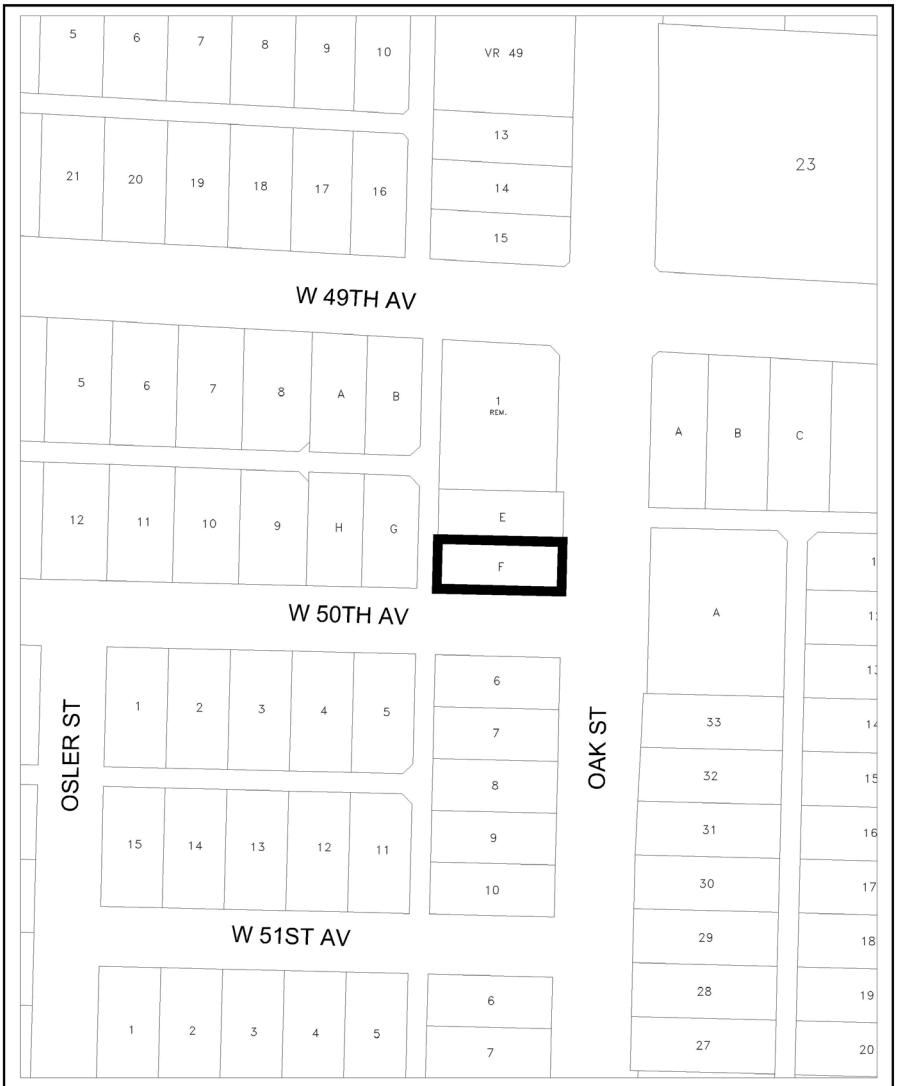


The properties outlined in black (▬) are rezoned:
From **RT-2** to **C-2E**

RZ- Villages - C-2E

map: 1 of 3
scale: NTS

City of Vancouver

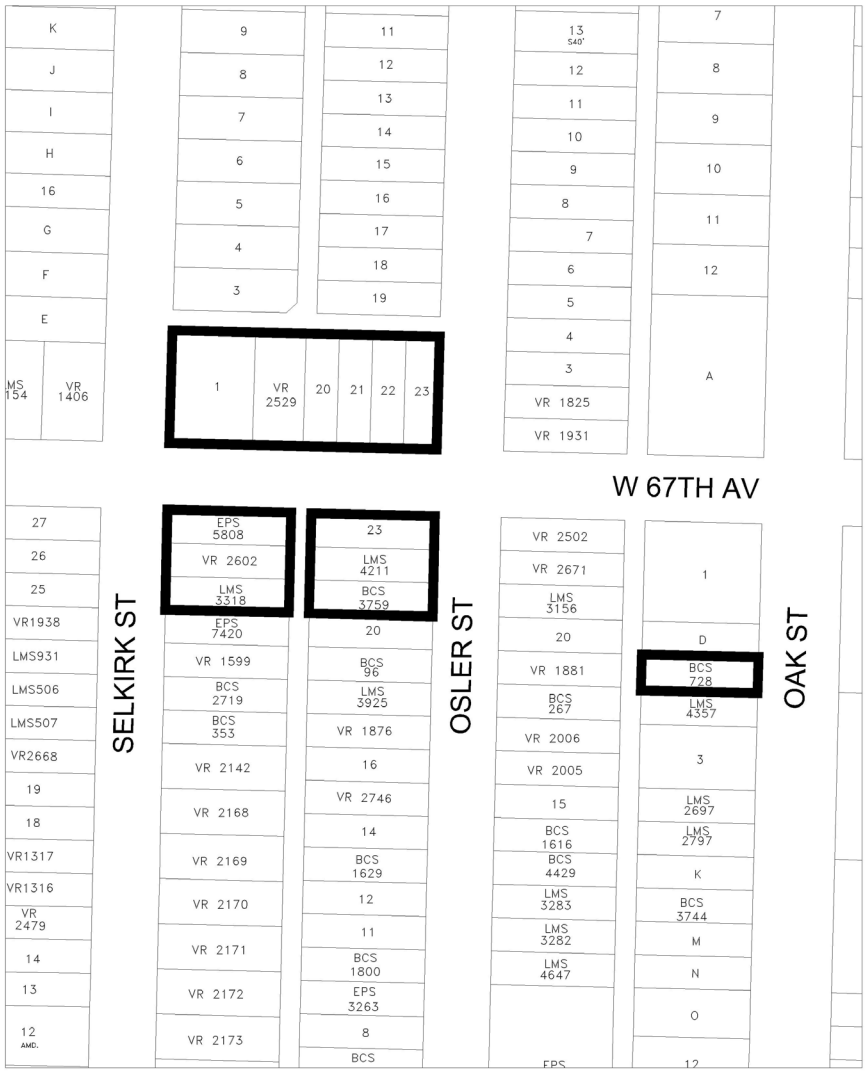


The properties outlined in black (▬) are rezoned:
From **RT-2** to **C-2E**

RZ- Villages - C-2E

map: 2 of 3
scale: NTS

City of Vancouver



The properties outlined in black (▬) are rezoned:
From **RT-2** to **C-2E**

RZ- Villages - C-2E

map: 3 of 3
scale: NTS

City of Vancouver

EXPLANATION

A By-law to amend Sign By-law No.11879
regarding the Villages Planning Program

At the Council meeting on July 28, 2026, Council resolved to amend the Sign By-law regarding the Villages Planning Program. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

#4929283v5

BY-LAW NO. ____

A By-law to amend Sign By-law No.11879 regarding the Villages Planning Program

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.

2. In Table 1 in section 7.1, Council:

   (a) strikes out “RM-12,”;

   (b) adds “C-2D, C-2E,” after “C-2C1,”; and

   (c) adds “R3-4,” after “R3-3,”.

3. In Table 9.1, Table 9.2 and Table 9.3, Council:

   (a) adds “C-2D, C-2E,” after “C-2C1,”; and

   (b) adds “R3-4,” after “R3-3,”.

4. In section 9.21(a), Council adds “C-2D, C-2E,” after “C-2A,”.

5. In section 9.22(a), Council strikes out “C2-B, C-2C,” and substitutes “C-2B, C-2C, C-2D, C-2E”.

6. This by-law is to come into force and take effect on October 27, 2026, except that sections 2 through 5, do not come into force or take effect and the Sign By-law existing on October 26, 2026 remains in force and effect with regard to any complete development permit applications accepted on or before October 27, 2026 for any development that was subject to a rezoning as a result of the Zoning and Development By-law amendments enacted by “A By-law to amend Zoning and Development By-law No. 3575 regarding Villages Planning Program”.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

#4929283v5

EXPLANATION

A By-law to amend Noise Control By-law No. 6555 regarding Villages Planning Program

At the Council meeting on July 28, 2026, Council resolved to amend the Noise Control By-law regarding the Villages Planning Program. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

BY-LAW NO. ____

A By-law to amend Noise Control By-law No. 6555 regarding Villages Planning Program

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.

2. In Schedule B, Council adds “C-2D”, “C-2E” and “R3-4” to the list of districts in the correct alphanumerical order.

3. This by-law is to come into force and take effect on October 27, 2026.

ENACTED by Council this day of , 2026

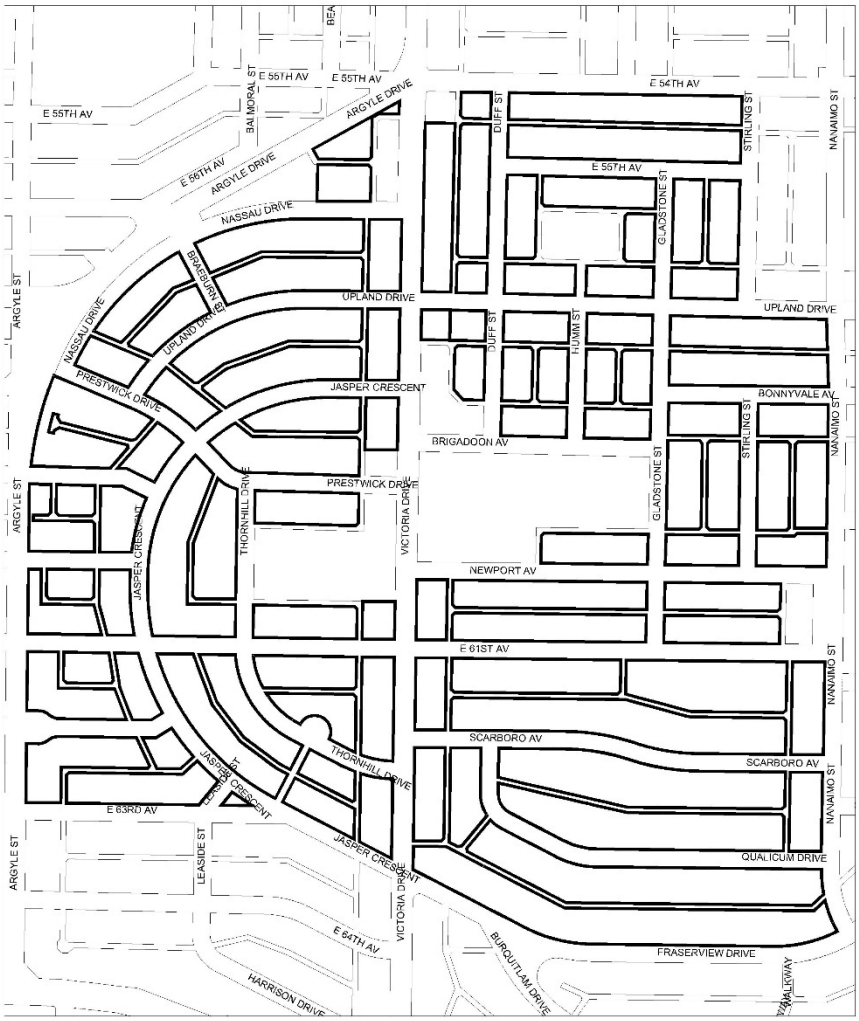
_____
Mayor

_____
City Clerk

#4929377v2

Schedule A

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



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

Villages	map: 16 of 16
	scale: NTS

City of Vancouver

EXPLANATION

A By-law to amend Subdivision By-law No. 5208 regarding Villages Planning Program

At the Council meeting on July 28, 2026, Council resolved to amend the Subdivision By-law regarding the Villages Planning Program. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

BY-LAW NO. ___

A By-law to amend Subdivision By-law No. 5208 regarding Villages Planning Program

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

1. This by-law amends the indicated provisions and schedules of the Subdivision By-law No. 5208.

2. In Schedule A, Table 1, Council:

(a) strikes out the line for RM-12 in its entirety;

(b) adds the following line under the line for R3-3:

"

R3-4	Residential	50'	[	15.240 m]	6000 sq. ft.	[	557.418 m²]

".

and

(c) adds the following lines under the line for C-2C1:

"

C-2D	Commercial	40'	[	12.192 m]	4800 sq. ft.	[	445.935 m²]
C-2E	Commercial	40'	[	12.192 m]	4800 sq. ft.	[	445.935 m²]

".

3. In Schedule A, Table 2, Council:

(a) strikes out the line for RM-12 in its entirety;

(b) adds the following line under the line for R3-3:

"

R3-4	Residential	30'	[	9.144 m]	3000 sq. ft.	[	278.709 m²]

".

and

(c) adds the following lines under the line for C-2C1:

"

C-2D	Commercial	25'	[	7.620 m]	3000 sq. ft.	[	278.709 m²]
C-2E	Commercial	25'	[	7.620 m]	3000 sq. ft.	[	278.709 m²]

".

4. Council amends Schedule A of the Subdivision By-law by deleting the properties shown within the heavy black outlines on Schedule A, attached to this by-law, from the R1-1 maps forming part of Schedule A of the Subdivision By-law.

5. This by-law is to come into force and take effect on October 27, 2026, except that sections 2 through 4 do not come into force or take effect and the Subdivision By-law existing on October 26, 2026 remains in force and effect with regard to any complete development permit applications accepted on or before October 27, 2026 for any development that was subject to a rezoning as a result of the Zoning and Development By-law amendments enacted by “A By-law to amend Zoning and Development By-law No. 3575 regarding Villages Planning Program”.

ENACTED by Council this day of , 2026

_____

Mayor

_____

City Clerk

Schedule A

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



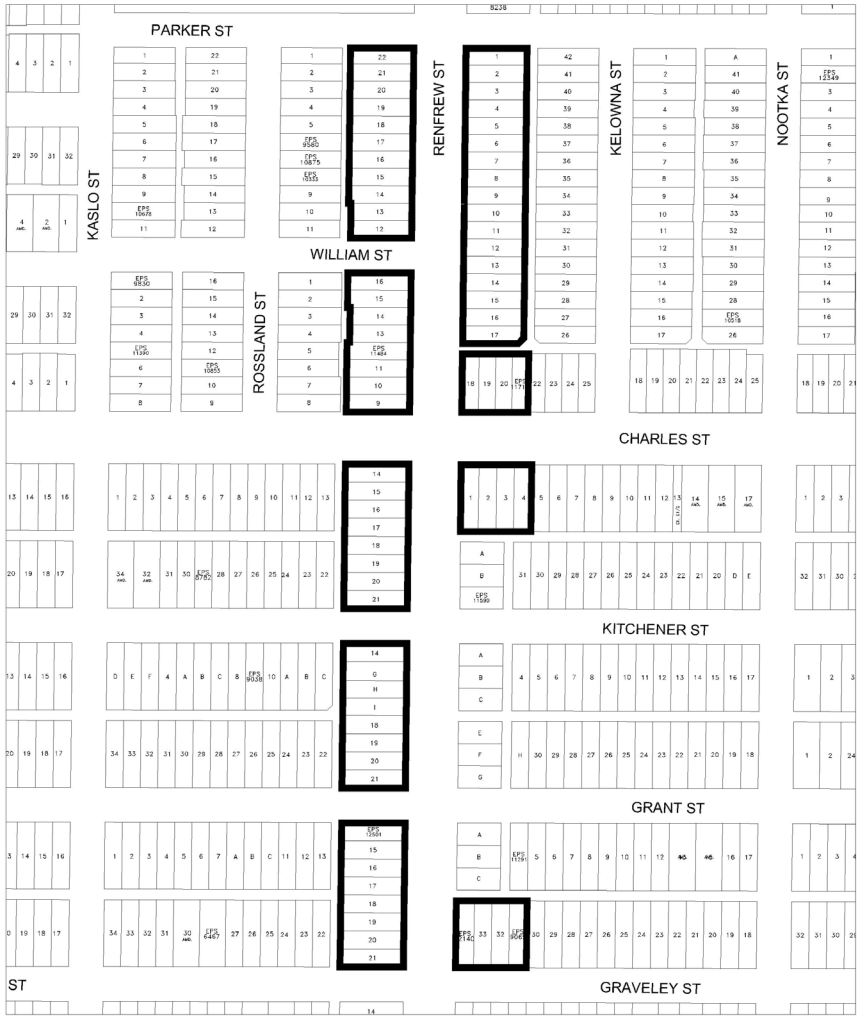
The properties outlined in black (▬) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

Rupert - Renfrew	map: 1 of 5 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Rupert - Renfrew	map: 2 of 5 scale: NTS	↑

City of Vancouver

Schedule A

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



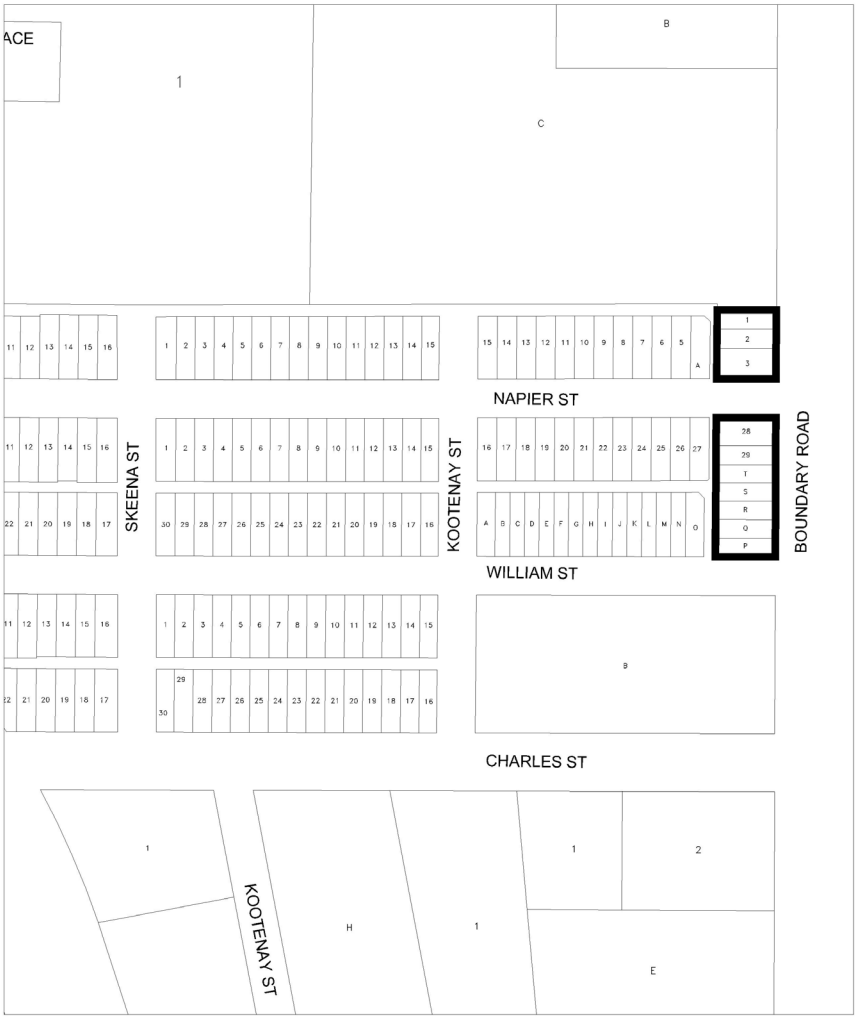
The properties outlined in black (▬) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

Rupert - Renfrew	map: 3 of 5 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Rupert - Renfrew	map: 4 of 5 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Rupert - Renfrew	map: 5 of 5 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 1 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 2 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 3 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 4 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 5 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 6 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



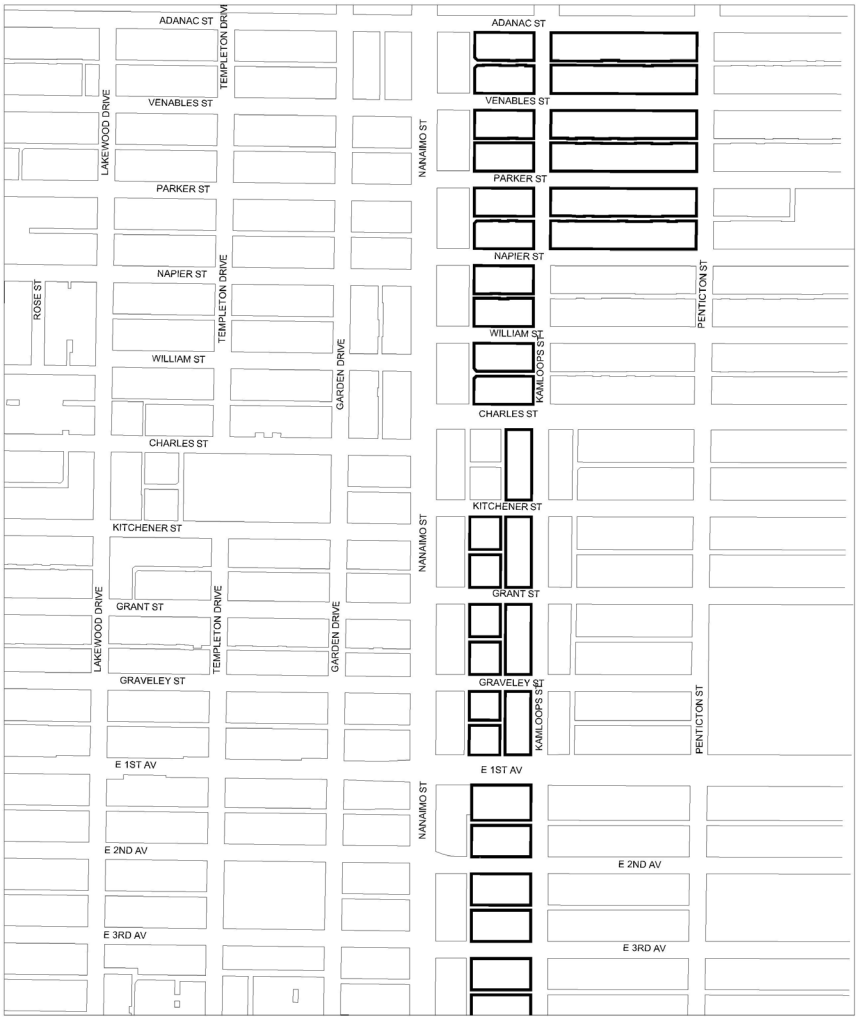
The properties outlined in black (▬) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

Villages	map: 7 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

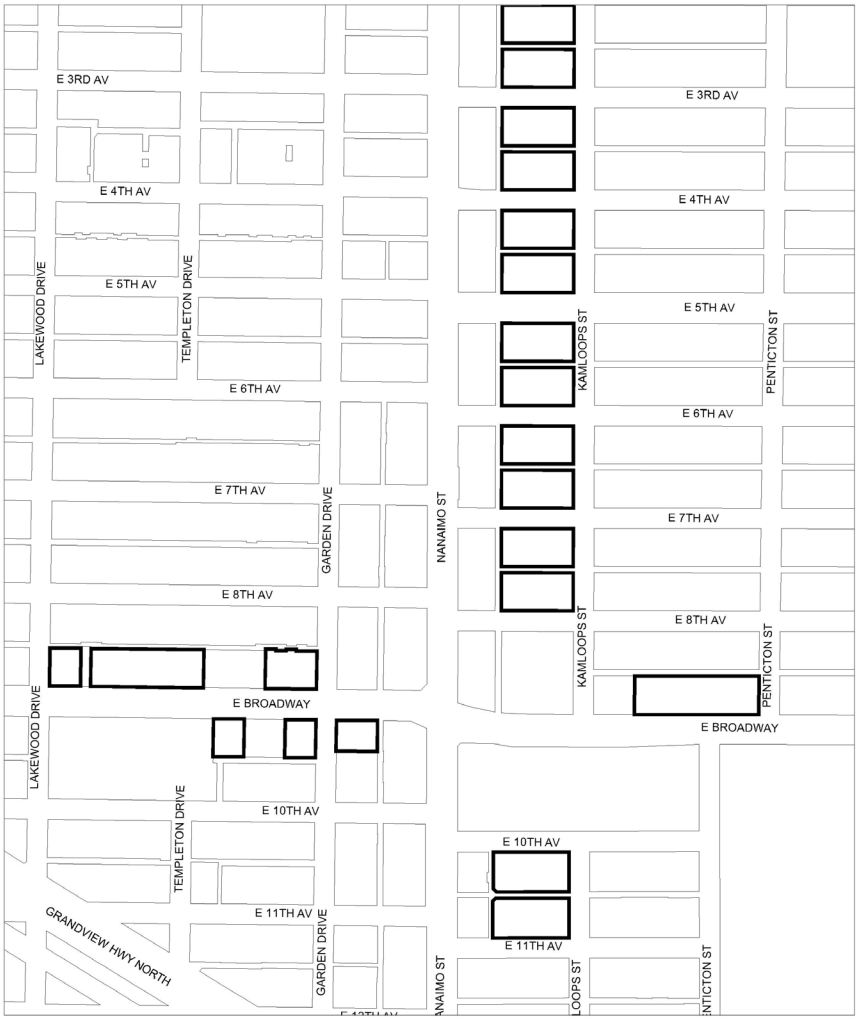
Villages

map: 8 of 16
scale: NTS

City of Vancouver

Schedule A

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



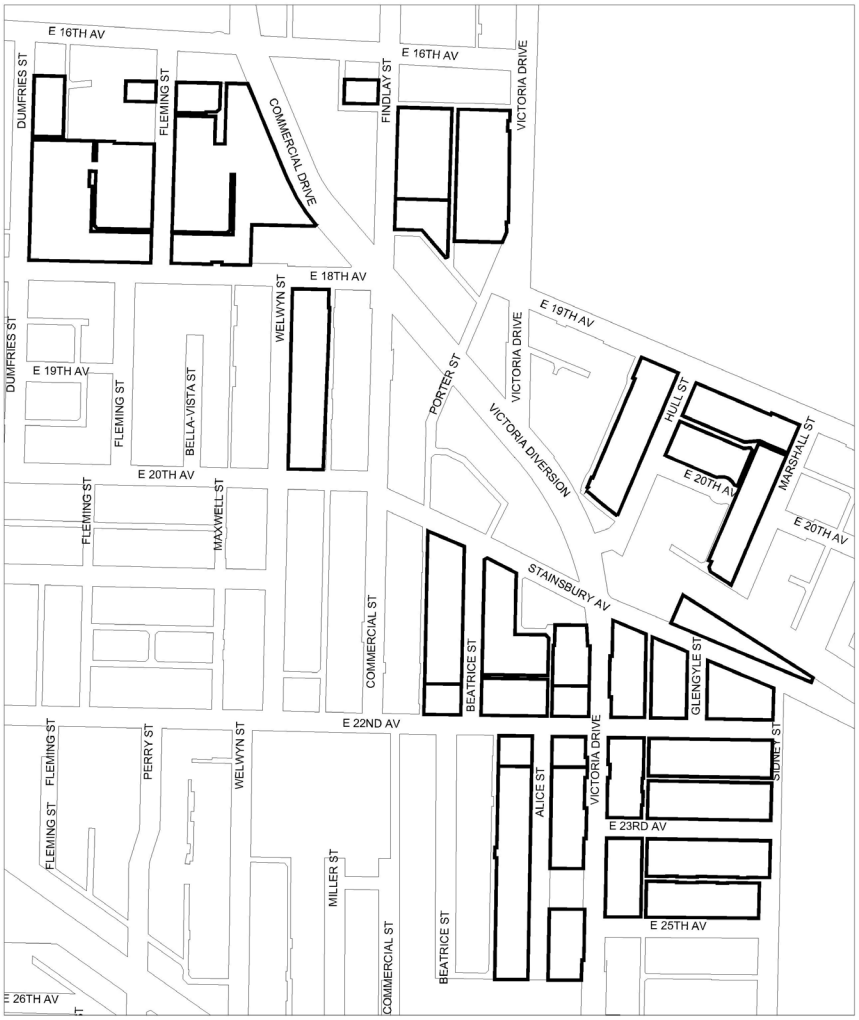
The properties outlined in black (▬) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

Villages	map: 9 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages

map: 10 of 16
scale: NTS

City of Vancouver

Schedule A

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



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

Villages	map: 11 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

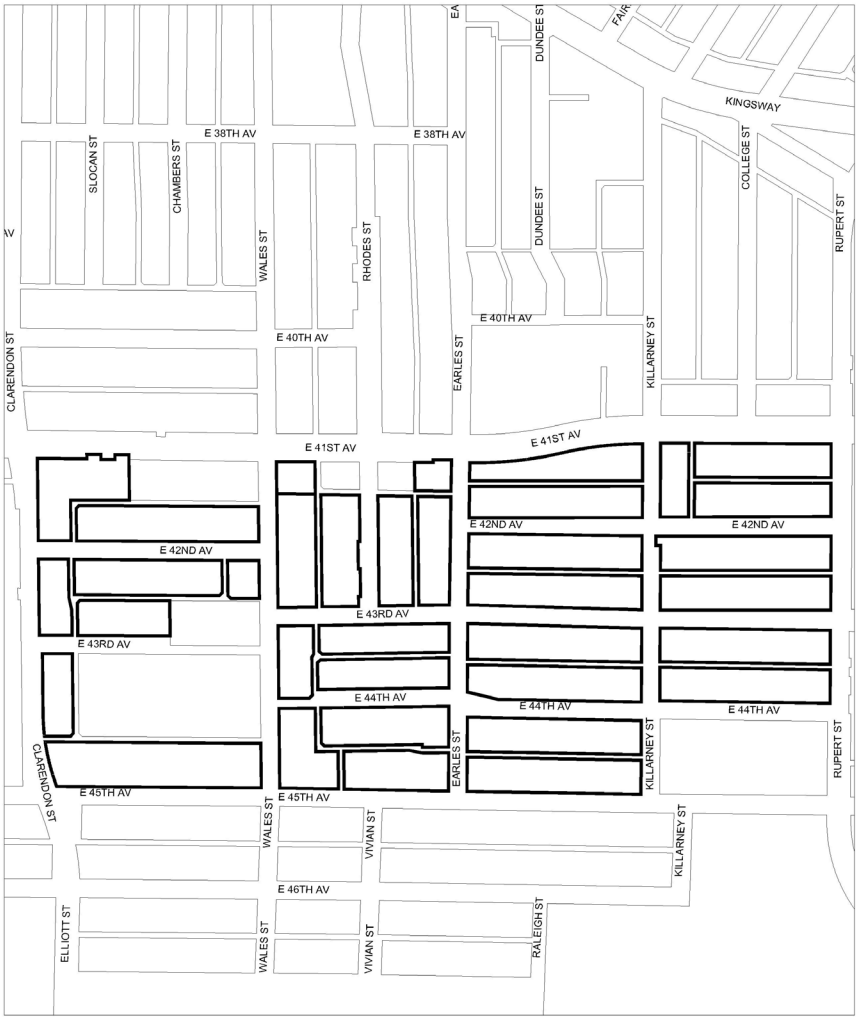
Villages

map: 12 of 16
scale: NTS

City of Vancouver

Schedule A

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



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

Villages

map: 13 of 16
scale: NTS

City of Vancouver

Schedule A

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



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

Villages	map: 14 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



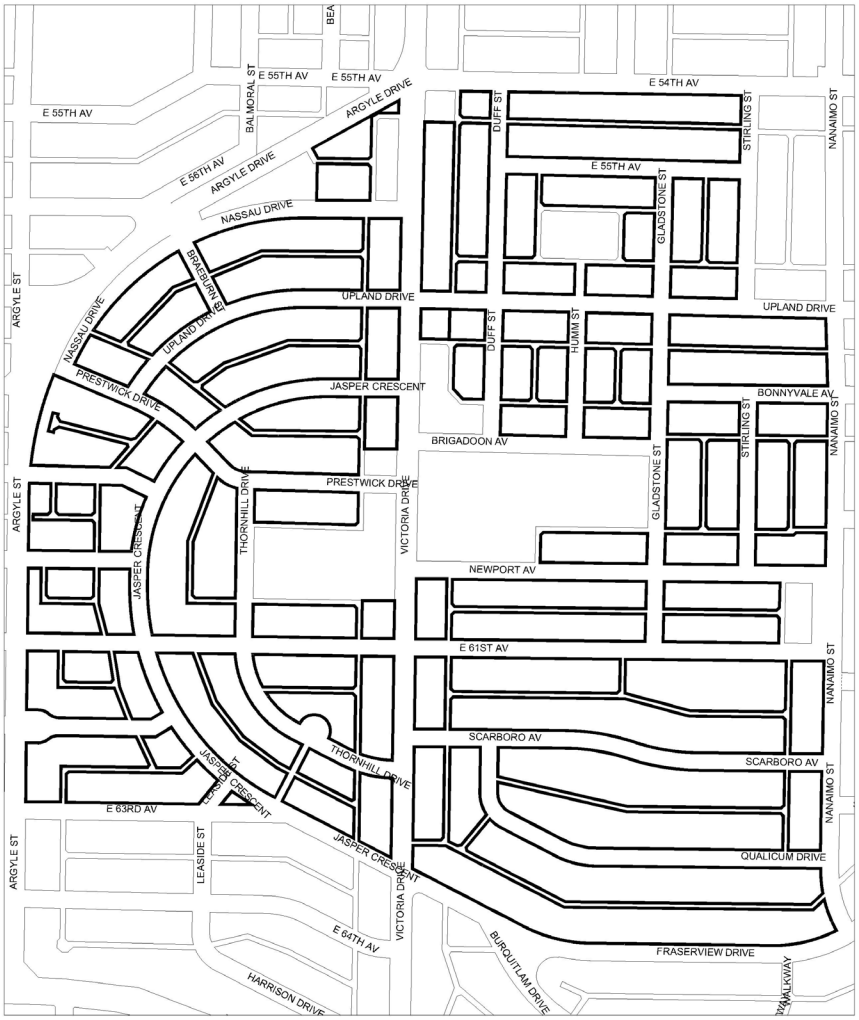
The properties outlined in black (▬) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

Villages	map: 15 of 16 scale: NTS	↑

City of Vancouver

Schedule A

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



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

Villages	map: 16 of 16 scale: NTS	↑

City of Vancouver

EXPLANATION

A By-law to amend Parking By-law No. 6059 regarding Villages Planning Program

At the Council meeting on July 28, 2026, Council resolved to amend the Parking By-law regarding the Villages Planning Program. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 28, 2026

BY-LAW NO. ____

A By-law to amend Parking By-law No. 6059 regarding Villages Planning Program

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

1. This by-law amends the indicated provisions of Parking By-law No. 6059.

2. In section 4.2.1, Council strikes out “RM-9A, RM-11, and RM-12” and substitutes “RM-9A and RM-11”.

3. In sections 4.5, 4.5.8, 4.5.10 and 4.5.11, Council adds “C-2D, C-2E,” after “C-2C1,”.

4. In section 5.2, Council adds “C-2D, C-2E,” after “C-2A,”.

5. This by-law is to come into force and take effect on October 27, 2026, except that sections 2 through 4 do not come into force or take effect and the Parking By-law existing on October 26, 2026 remains in force and effect with regard to any complete development permit applications accepted on or before October 27, 2026 or any development that was subject to a rezoning as a result of the Zoning and Development By-law amendments enacted by “A By-law to amend Zoning and Development By-law No. 3575 regarding Villages Planning Program”.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
regarding miscellaneous amendments

At the Council meeting on July 28, 2026, Council resolved to amend the Vancouver Official Development Plan regarding miscellaneous amendments. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
regarding miscellaneous amendments

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

1. This by-law amends the indicated provisions of Schedule A of the Vancouver Official Development Plan By-law No. 14660.

2. In Part 4, section FG1. Urban Structure Strategy, in the descriptions below "Neighbourhood Type", Council:

(a) strikes out "***FG1.3***" and substitutes with "***FG1.4***";
(b) strikes out "***FG1.4***" and substitutes with "***FG1.5***";
(c) strikes out "***FG1.5***" and substitutes with "***FG1.6***";
(d) strikes out "***FG1.6***" and substitutes with "***FG1.7***";
(e) strikes out "***FG1.7***" and substitutes with "***FG1.8***"; and
(f) strikes out "***FG1.8***" and substitutes with "***FG1.9***".

3. Council strikes out Policy 10.1.2 in its entirety and substitutes the following:

"10.1.2 Protect and manage groundwater by minimizing contamination and waste, enhancing recharge, and ensuring sustainable use of the resource.".

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

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
to clarify consistency with the GLU

At the Council meeting on July 28, 2026, Council resolved to amend the Vancouver Official Development Plan to clarify consistency with the Generalized Land Use designations. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 28, 2026

BY-LAW NO.

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
to clarify consistency with the GLU

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

1. This by-law amends the indicated provisions of Schedule A of the Vancouver Official Development Plan By-law No. 14660.

2. In Part 4, section FG2. Generalized Land Use Designations, in the paragraphs below "Designations Outline", Council inserts after "the respective GLU designation.", the following:

> "Notwithstanding this requirement, if a proposed development is subject to two or more GLU designations, the proposed development is to be considered consistent with and not contrary to or at variance with the GLU designations if any inconsistency is minor in nature and does not meaningfully alter the intent of the existing designations. The public must be consulted on these minor inconsistencies during the engagement process for the rezoning application for the proposed development, and the minor inconsistencies must be clearly described in the zoning report for Council's consideration and the public's information.".

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

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
CD-1 (931) By-law No. 14768

At the Council meeting on July 28, 2026, Council resolved to amend CD-1 (931) for 4975-4997 Joyce Street to correct the floor area exclusion for residential storage. The Director of Planning has advised that there are no prior to conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 28, 2026

4975-4997 Joyce Street

BY-LAW NO. ____

A By-law to amend CD-1 (931) By-law No. 14768

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

1. This by-law amends the indicated provisions of By-law No. 14768.

2. Council amends section 6.6 by striking out “20%” and substituting “10%”.

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend
CD-1 (923) By-law No. 14664

At the Council meeting on July 28, 2026, Council resolved to amend CD-1 (923) for 6486 Chester Street to increase the Sub-Area B building height to accommodate telecommunications equipment. The Director of Planning has advised that there are no prior to conditions and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 28, 2026

6486 Chester Street

BY-LAW NO. ____

A By-law to amend CD-1 (923) By-law No. 14664

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

1. This by-law amends the indicated provisions of By-law No. 14664.

2. Council amends table 1 of section 7.2 by striking out “4.7 m” and substituting “5.5 m”.

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