

COUNCIL REPORT

Report Date: June 30, 2026  
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Meeting Date: July 28, 2026  
[Submit comments to Council](#)

TO: Vancouver City Council

FROM: General Manager of Arts, Culture and Community Services

SUBJECT: Arts, Culture and Community Services Sublease, Lease and Licence Agreements and Grant Approvals

**Recommendations**

***Sublease, Lease and Licence Agreements, and Grant Approvals***

- A. THAT Council authorize the Director of Real Estate Services to negotiate and execute a sublease agreement with West End Seniors' Network Society ("WESN") as the non-profit operator and subtenant of the City-leased premises at #100 – 1140 West Pender St (the "Pender Sublease"), being a portion of the building situated on lands legally described as: PID: 007-063-563; Lot 1, Block 16, DL 185, Plan 19162, pursuant to Lease M51928 (the "Head Lease") and subject to any necessary landlord approvals under the Head Lease, and on the following basic terms and such other terms and conditions satisfactory to the General Manager of Real Estate, Environment and Facilities Management, the General Manager of Arts, Culture and Community Services, and the Director of Legal Services:

**Term and Renewals:** Initial term of five years plus the opportunity for renewal at the end of the term, at the City's discretion, for two further five-year terms (fifteen [15] years total possible term).

**Base Rent:** Nominal base rent of ten dollars (\$10.00) plus GST, for each term payable in advance.

The Head Lease restricts the rent that can be charged to any subtenant to \$10 for any sublease term (equivalent to the Basic Rent payable by the City as Tenant under the Head Lease). As such, no revenue is being forgone, however, as this is a sublease being provided at less than market rent, it is considered equivalent to a grant to WESN and therefore requires a 2/3 affirmative vote of Council as per section 206(1) of the Vancouver Charter.

- B. THAT Council authorize the Director of Real Estate Services to negotiate and execute the modification (the "EMBERS Modification") of an existing lease (the "EMBERS Lease") with Eastside Movement for Business and Economic Renewal Society ("EMBERS") for the City-owned premises located at units #240, 242 and 310, of 111 West Hastings St, and legally described as PID: 027-986-624; Air

Space Parcel 9 Block 4 Old Granville Townsite Air Space Plan BCP41793 (the “EMBERS Leased Premises”). The EMBERS Modification will:

- i. add unit #248 on the 2nd floor (327 sq. ft. of "rentable" area) to the EMBERS Leased Premises, increasing the total "rentable" area to 2,664 sq ft;
- ii. raise the amount payable toward building operating costs by \$4,415/annum, plus applicable sales taxes;
- iii. include any additional terms and conditions necessary to effect the foregoing modifications, to the satisfaction of the Director of Legal Services in consultation with the General Manager of Real Estate and Facilities Management, and the General Manager of Arts, Culture, and Community Services; and
- iv. take effect at a mutually agreeable time in 2026.

As the rent for the additional 327 sq. ft. of floor area to be included in the EMBERS Leased Premises under the EMBERS Modification will be below the applicable market rate and includes rent in lieu of property taxes, Recommendation B constitutes a grant valued at approximately \$45,780 calculated over the four-year balance of the current five-year term. This in-kind grant will be applied at \$11,445 per annum.

- C. THAT Council authorize the Director of Real Estate Services to negotiate and execute a modification of the existing lease (the “LMNHS Lease”) with Little Mountain Neighbourhood House Society (LMNHS) for the City-owned premises located at #102 - 1193 Kingsway and legally described as PID: 011-957-964, 011-957-972, 011-957-981; Lots A, B, and C of Block 58, Plan VAP4024, District Lot 301, New Westminster Land District, to extend the expiration of the LMNHS Lease to September 15, 2026 (the “LMNHS Extension”).

As the rent for the additional term of the LMNHS Lease under the LMNHS Extension will be below the applicable market rate and includes rent in lieu of property taxes, Recommendation C constitutes an in-kind grant of up to \$62,855.

- D. THAT Council authorize the Director of Real Estate Services to negotiate and execute a lease agreement with the Filipino Legacy Society of Canada (“FLSC”) as the non-profit operator and tenant of the City-owned premises located at #205-345 Robson St, and legally described as PID: 019-023-251, Lot A Except Part in Air Space Plan LMP22595 Block 56, District Lot 541 Group 1 New Westminster District Plan LMP19600 (the “FLSC Lease”) on the following basic terms and such other terms and conditions satisfactory to the General Manager of Real Estate, Environment and Facilities Management, the General Manager of Arts, Culture and Community Services, and the Director of Legal Services:

**Terms and Renewals:** Initial term of 2 years.

**Base Rent:** Nominal base rent of ten dollars (\$10.00) plus GST, for each term payable in advance.

**Leasehold Improvement Allowance:** \$50,000 plus GST, source of funds to be the 2026 Property Endowment Fund (“PEF”) Capital Budget

As the rent for the FLSC Lease will be below the applicable market rent, Recommendation D constitutes an in-kind grant of up to \$218,914, which represents the difference between market rent and the proposed below market rent for the property. This in-kind grant will be applied at \$109,457 per annum over a two-year period, with a possession date of August 15, 2026, with the Leasehold Improvement Allowance applied in the first year of the Term. The Leasehold Improvement Allowance of \$50,000, plus GST, will be considered a cash grant.

- E. THAT Council authorize the Director of Real Estate Services to:
- i. negotiate and execute a further amendment to the licence agreement dated November 3, 2009 (and amended on October 30, 2024) (the “2009 Licence”) between the City and Brant Villa Day Care Society (“Brant Villa”) respecting the Learning Tree Day Care Centre located at 4103 Brant St (the “Facility”), to provide that ownership of the Facility constructed by Brant Villa will not revert to the City and will remain with Brant Villa if the parties enter into a renewal licence agreement for the Facility; and
  - ii. provide for the same ownership provision in the proposed renewal licence for the Facility, as approved by Council in May 2024, to ensure that Brant Villa retains ownership of Facility at all times that it is the valid tenant and operator of the Facility.

***Other Applicable Recommendations***

- F. THAT, Council delegate its authority to the General Manager of Arts, Culture and Community Services to negotiate and execute agreements to disburse the grants described in Recommendations B, C, and D, if applicable, on the terms and conditions set out herein or such other terms and conditions as are satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services.
- G. THAT no legal rights or obligations will arise or be created by Council's adoption of these Recommendations unless and until all legal documentation has been executed and delivered by the respective parties.

Recommendations A, B, C, and D require 2/3 affirmative votes of all Council members under section 206 (1) of the *Vancouver Charter*.

**Purpose and Executive Summary**

This report presents recommendations that advance Council's strategic priorities related to social spaces, older adults, childcare, economic vibrancy, health, and equity, specifically:

- Recommendation A seeks Council's authorization to enter into a sublease agreement with West End Seniors' Network Society (WESN) as the non-profit operator of the City-leased social facility at #100–1140 West Pender Street, for an initial five-year term with renewal options. As the sublease is provided below market rent, it is considered a grant.
- Recommendation B seeks approval to modify the Lease with Eastside Movement for Business and Economic Renewal Society's (EMBERS) for units #240, 242, and 310 at 111 West Hastings St to include unit #248 for the remainder of the Lease term, and to

provide a corresponding in-kind grant to EMBERS to offset market rent.

- Recommendation C seeks approval to modify the existing Lease with Little Mountain Neighbourhood House Society (LMNHS) for #102-1193 Kingsway Ave to extend the expiry of the term to September 15, 2026, and to provide an in-kind grant to LMNHS to offset market rent for the extended term.
- Recommendation D seeks approval to execute a lease with Filipino Legacy Society of Canada (FLSC) for the City-owned premises at #205-345 Robson St. and to provide an in-kind grant to FLSC to offset market rent and a cash grant from the PEF for leasehold improvements.
- Recommendation E seeks approval to negotiate and execute an amendment to the License Agreement with Brant Villa Day Care Society to permit ownership of the childcare facility to remain with the society while it is the tenant and operator of the facility per the cited provisions.

### **Council Authority/Previous Decisions**

Please see Appendix A for Council Authority and Previous Decisions.

### **City Manager's Comments**

The City Manager concurs with the foregoing recommendations.

### **Context and Background**

One of the ways the City advances social and cultural objectives is by enabling non-profit operators to access city-owned spaces, frequently at below-market rates. This report seeks Council approval of recommendations for sublease and lease agreements, lease-related modifications, in-kind grants, and a licence amendment that collectively advance City social policy goals and enable the following key policies and strategic directions:

- [Vibrant Vancouver: City Council's Strategic Priorities, 2023-2026](#) (2023)
- [Healthy City Strategy](#) (2026)
- [Older Persons Strategic Framework](#) (2025)
- [Making Strides: Vancouver's Childcare Strategy](#) (2022)
- [Spaces to Thrive: Vancouver Social Infrastructure Strategy](#) (2021)
- [Culture|Shift - Vancouver Culture Plan 2020-2029](#) (2019)

### **Discussion**

#### **Recommendation A: Sublease approval and operator appointment – West End Seniors' Network (#100-1140 West Pender Street)**

The City secured the 1,676 sq ft ground floor facility (#100-1140 W Pender St) through the 1986 Amenity Bonus Program and, as head tenant, entered into a rent-free lease agreement with the landlord for the life of the building. The sublease with the previous subtenant ended in 2024. A Request for Proposals (RFP) process was completed in May of 2026, to identify a new operator and resulted in five submitted applications. WESN emerged as the preferred candidate following a comprehensive evaluation conducted by a staff review committee. WESN demonstrated the administrative and financial capacity to operate and manage the facility, as well as alignment with the above-mentioned Council directed priorities.

West End Seniors' Network Society is a registered charity established in 1982 whose mission is to improve the quality of life of older persons through the provision of social services. They are well-established in the West End, and this sublease would enable WESN to expand capacity in the Downtown peninsula, where there is a high and growing concentration of older adults.

The additional programming space would directly respond to increasing demand and service needs of an aging local population. WESN's proposed full-time social services programming would further advance strategic objectives, including key Council priorities concerning equity, accessibility, and healthy aging.

Recommendation B: Lease modification and grant approval – EMBERS (111 West Hastings Street)

The Woodward's development at 111 West Hastings St includes community amenity space that the City leases to a variety of social and cultural non-profit organizations. In January 2026, a lease modification at the request of The Vancouver Community Network ("VCN") was executed to remove unit #248 from their lease, leaving the space vacant.

EMBERS is a registered charity and social enterprise established in 2001 whose mission is to create economic and employment opportunities to empower people toward economic self-sufficiency. EMBERS' programs support local and low-barrier employment and facilitate the use of City facilities to support non-profits providing services for DTES residents.

EMBERS has been a tenant in the Woodward's building since 2010 and currently leases units #310, #240, and #242 for administrative and program delivery functions. The proposed lease modification to include unit #248 will add 327 sq ft "rentable" area to their lease for a total "rentable" area of 2,664 sq ft. Additional space adjacent to EMBERS' current 2nd floor units will further support effective management of their operations.

Recommendation C: Lease extension and grant approval – Little Mountain Neighbourhood House (#102-1193 Kingsway)

Little Mountain Neighbourhood House Society (LMNHS), a registered charity established in 1978, is a community-based organization that provides social, educational, and cultural programs serving residents in Little Mountain - Riley Park.

After a fire on July 2, 2023, displaced LMNHS operations from the City-owned 3891 Main St facility, programs were delivered across multiple temporary locations. In March 2024, LMNHS secured interim space at a City-owned Property Endowment Fund (PEF) site located on the ground floor of 1193 Kingsway. Initially, lease costs were paid by the insurance proceeds from the fire; however, the funds were depleted by early May 2026.

LMNH will be moving into new City-owned facility at 157 East 36th Ave, which will serve as LMNHS's permanent location. It was expected that LMNHS would move to the new location by Spring 2026, but due to construction delays, LMNHS's lease commencement and occupancy is now scheduled for September 1, 2026.

Rent at the interim Kingsway premises is \$18,264 per month. LMNHS has been paying \$4,000 per month in rent, based on financial capacity, and the insurance proceeds covered the remaining \$14,264 per month up to early May 2026. To ensure continuity of vital neighborhood services, an in-kind grant of \$62,855 is recommended to offset the difference between market rent and LMNHS's financial capacity from early May to Sept 15, 2026. LMNHS will continue to contribute toward rent costs by providing \$18,000 between May and September 15, 2026.

**Recommendation D: Lease agreement and grants approval for Filipino Legacy Society of Canada (#205-345 Robson St)**

On December 10, 2025, Council approved [a motion](#) prioritizing the review and rezoning of the proposed Main Street Filipino Cultural Centre and Hotel project and directed that staff identify a suitable City-owned or City-controlled property for use as an interim community space. Staff were directed to report back to Council on a potential location that may be leased to the Filipino Legacy Society of Canada at a nominal lease rate, subject to Council approval as a grant.

City Staff have been engaged with the FLSC and have identified a vacant 1533 sq ft Commercial Retail Unit, in Library Square Atrium (#205-345 Robson St), a City of Vancouver Property Endowment Fund (PEF) site. Staff recommend entering into a lease agreement for these premises and an in-kind grant of up to \$218,914 (\$109,457/year) over two years as needed, which represents the difference between the market rent and proposed below market rent and aligns with the FLSC's financial capacity. The lease will include a possession date of August 15, 2026, a Leasehold Improvement Allowance, considered a cash grant, of \$50,000 plus GST and specific terms of the lease will be negotiated and executed by the Director of Real Estate Services.

**Recommendation E: Licence Amendment – Learning Tree Day Care Centre (4103 Brant Street)**

Brant Villa Day Care has provided childcare in the Kensington Cedar Cottage neighbourhood for more than 50 years. On March 12, 2008, Council approved a licence agreement with Brant Villa Day Care Society for construction and operation of the Learning Tree Day Care Centre, a 25-space childcare facility for 3–5-year-olds, at 4103 Brant St on City-owned land. The 15-year licence agreement was executed in 2009, and Council subsequently approved a 15-year renewal for the Day Care on May 28, 2024. A legal review of the original license identified that ownership of the childcare facility will revert to the City upon termination or expiration.

Brant Villa wishes to continue the existing arrangement whereby it is fully responsible for all maintenance, repair, replacement, and insurance; however, Brant Villa states that this is only possible if it retains ownership of the facility. City staff support maintaining this model for the next term, as the City has not budgeted to assume responsibility for the facility. Amending the 2009 Licence will allow ownership of the Day Care to remain with Brant Villa notwithstanding licence expiration and preserves the existing arrangement under which Brant Villa is solely responsible for all maintenance, repair, replacement, and insurance obligations all while allowing the City to enter into a renewal licence with Brant Villa for the facility on updated terms and conditions contained in the City's Precedent Childcare Lease (General). Maintaining this ownership model avoids transferring lifecycle and capital liabilities to the City and provides continuity of childcare operations while a renewal licence arrangement is finalized.

**Financial Implications**

The financial implications of the recommendations are described below and summarized in Table 1.

**Recommendation A:**

The City's Head Lease for the #100-1140 West Pender St premises restricts the rent that can be charged to any subtenant to \$10 for any sublease term (equivalent to the Basic Rent payable by the City as Tenant under the head lease). The Pender Sublease to WESN will be at nominal rent of \$10 for each term. As such, no revenue is being forgone. Without the head lease restriction, the comparable annual market rental value (net rent) would be estimated at \$59,200/annum. All

occupancy costs, including maintenance, are the responsibility of the subtenant – the City does not incur facility costs when sub-tenanted (see Appendix B).

#### Recommendation B:

Should Council approve Recommendation B, the proposed below-market rent represents the equivalent of an in-kind grant calculated at \$45,780 over the four-year balance of the current five-year Term, or \$11,445 per annum. For 2026, the annual capital cost of this change is approximately \$4,230 per annum, while the annual maintenance and operational support estimate is \$655 per annum. Specific costs to the City will be defined in the site's Service Level Agreement, once completed. Given the rentable area increase, the lease modification will result in EMBERS being responsible for a proportional increase towards "Building Operating Costs" of \$4,415 per annum (plus applicable sales tax).

#### Recommendation C:

Should Council approve Recommendation C, the proposed rent – intended to offset market rates – is approximately \$14,264 per month, representing an in-kind grant to LMNH of \$62,855 for the period of early May – September 15, 2026. The site is a PEF property and the Tenant is responsible for all maintenance costs. The estimated annual maintenance cost to the City over the recommended term is approximately \$0.

#### Recommendation D:

Should Council approve Recommendation D, this would provide the Filipino Legacy Society of Canada an in-kind grant of up to \$218,914 (\$109,457/year) over two years, to offset the difference between market rent and the proposed below-market rate. As well, the PEF will provide a Leasehold Improvement Allowance of \$50,000 plus GST, which is considered a cash grant. The site is a PEF property and costs to the City will be determined based on terms of the City's Precedent Lease for Non-profit Entities. Costs to the City will be outlined in the Service Level Agreement upon completion.

#### Recommendation E:

Approval of Recommendation E has no direct financial implications. The amendment will maintain the current allocation of ownership and maintenance responsibility with Brant Villa, and avoids arising unbudgeted capital, maintenance, or insurance costs to the City. All occupancy costs remain the responsibility of the Brant Villa.

*Table 1: Financial Overview of Recommended Sublease, Lease Modification, and Grants\**

| Rec | Lease  | Estimated Grant Value                                 | Estimated Grant Value for Entire Term                                             | Description                                                                                                                                                                                                                                                                          |
|-----|--------|-------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B   | EMBERS | \$11,445<br>(per annum)                               | \$45,780 (four years)<br>(2026–2030)                                              | Rent for additional square footage under the Term of the Lease Modification is proposed to be at a nominal rate, constituting an in-kind grant.                                                                                                                                      |
| C   | LMNHS  | \$14,264<br>(per month)                               | \$62,855<br>(Early May–Sept 15, 2026)                                             | Rent under the term of the lease is intended to offset market rents in this City-owned property. The full amount, including rent and rent in lieu of property taxes, is considered an in-kind grant.                                                                                 |
| D   | FLSC   | \$109,457<br>(per annum)<br><br>\$50,000, plus<br>GST | \$218,914 (two years)<br>(2026 – 2028); and<br><br>\$50,000, plus GST<br>(Year 1) | Rent under the term of the lease is intended to offset market rents in this City-owned property. The full amount, including rent and rent in lieu of property taxes, is considered an in-kind grant.<br><br>Cash grant of \$50,000, plus GST, for a leasehold improvement allowance. |

\*Table 1 excludes Rec A since no revenue has been foregone and Rec E since there are no financial implications.

### **Legal Implications**

Legal Services will assist with preparing the WESN sublease for the premises at #100-1140 West Pender Street (Recommendation A) based on the standard terms in the City's Precedent Lease for Non-profit Entities (Cultural/Social), as well as the Brant Villa licence amendment as outlined (Recommendation E).

\* \* \* \* \*

## **APPENDIX A**

### **Council Authority/Previous Decisions**

#### Recommendations A – E:

**Healthy City Strategy:** On [October 29<sup>th</sup>, 2014](#), Council approved goals, targets, and indicators of the Healthy City Strategy 2014-2025 Phase I. On July 8, 2015, Council approved the first four-year action plan for the Healthy City Strategy. [On February 3<sup>rd</sup>, 2026](#), Council approved the renewed Healthy City Strategy, which reaffirms the City's commitment to building a healthier, more inclusive city for all residents.

**Spaces to Thrive - Vancouver Social Infrastructure Strategy:** On [December 9<sup>th</sup>, 2021](#), Council adopted the Spaces to Thrive, Vancouver's first strategic 10-year policy and partnership framework for City-owned and City-supported social infrastructure.

#### Recommendations A:

**Older Persons Strategic Framework:** On [February 5<sup>th</sup>, 2025](#), Council approved the vision, goals, and early actions of the Older Persons Strategic Framework.

**Amenity Bonus Sublease for 100-1140 West Pender St:** Council approved the previous operator's amenity bonus sublease on [March 25<sup>th</sup>, 2003](#) and further approved a nominal sublease extension on [September 18<sup>th</sup>, 2018](#).

#### Recommendation B:

**Lease Modification – 111 West Hastings Street (2018):** On [March 8<sup>th</sup>, 2016](#), Council approved a lease modification for EMBERS to lease additional space on the 2<sup>nd</sup> floor of 111 West Hastings Street.

**Downtown Eastside Local Area Plan (2014):** Policies in the [plan](#) are designed to support programs servicing Downtown Eastside ("DTES") residents within the City's range of tools including the utilization of City-owned space at nominal rents for nonprofit organizations.

**Operator Appointment of Woodward's Non-Profit Tenants (2009):** On [December 3<sup>rd</sup>, 2009](#), Council approved eight non-profit organizations for consideration as tenants of 111 West Hastings Street.

#### Recommendation C:

**Operator Appointment for Little Mountain Neighbourhood House and Childcare (2025):** On [November 4<sup>th</sup>, 2025](#), Council approved the Little Mountain Neighbourhood House Society as the non-profit tenant and operator of both the city-owned social facility and childcare facility.

**55 East 37th Avenue (Little Mountain) Rezoning (2016):** On [June 29<sup>th</sup>, 2016](#), Council approved rezoning of Little Mountain Redevelopment, including the delivery of a six-story city-owned facility that includes a Neighbourhood House.

**Little Mountain Policy Statement (2012):** On [June 27<sup>th</sup>, 2012](#), Council affirmed its commitment to include a new and expanded Little Mountain Neighbourhood House in the Little Mountain redevelopment, with the potential to co-locate it with social housing as part of a civic asset building.

Recommendation D:

**Council Members' Motion:** On December 10, 2025, Council approved the [motion](#) - "Promoting Cultural Inclusion and Economic Vitality: Advancing the Main Street Filipino Cultural Centre and Hotel Project."

**Council Members' Motion:** On June 14, 2023, Council approved the [motion](#) - "Support for the Filipino Cultural Centre in Vancouver."

Recommendation E:

**Learning Tree Day Care Centre - Licence Renewal Authorization (RTS 16253):** On [May 28<sup>th</sup>, 2024](#), Council approved terms for a new 15-year licence with Brant Villa Day Care Society. Subsequent legal review identified that the ownership provisions in the 2009 licence must be amended to enable the intended leasing arrangement.

**Making Strides: Vancouver's Childcare Strategy (RTS 14540):** In [June 2022](#), Council approved the Childcare strategy, aligning policy, investment, and City tools to support partnerships with the Province and other stakeholders toward a senior government-led universal Childcare system.

**Learning Tree Day Care Centre - Licence Agreement with Brant Villa Day Care Society (RTS 06263):** On [March 12<sup>th</sup>, 2008](#), Council approved a licence agreement with Brant Villa Day Care Society for construction and operation of the Learning Tree Day Care Centre at 4103 Brant Street on City-owned land.

**Funding for Replacement of Learning Tree Daycare Centre (RTS 4544):** On [November 2<sup>nd</sup>, 2004](#), Council approved a grant (via development cost levies) to replace the facility, ensuring the continuity of a 25 licences space. Provincial funding supplemented the grant, while the society would manage the constructions, operations, and ongoing maintenance.

**Land Lease Approval for the Learning Tree Daycare Facility (RTS 3960):** On [April 20<sup>th</sup>, 2004](#), Council approved a land lease at a nominal lease enabling Brant Villa Daycare Society to build operate a replacement childcare facility at 4103 Brant Street.

## APPENDIX B

### DRAFT SERVICE LEVEL AGREEMENT (SLA): #100 – 1140 W PENDER STREET

For the purpose of this agreement, this Draft Service Level Agreement (the “SLA”) is intended to reflect the proposed delineation of repair, maintenance, replacement, and life cycle replacement responsibilities between the parties as currently anticipated. The City reserves the right to revise the SLA as necessary and deemed appropriate.

For this Service Level Agreement document, the parties are identified as follows:

|                |                              |     |
|----------------|------------------------------|-----|
| Head Landlord: | Owners of the Property       | HL  |
| Sublandlord:   | City of Vancouver/ City      | CoV |
| Subtenant:     | Non-profit Society/ Operator | NPO |

*Line items that are included in the common areas and other operating costs payable by the Tenant are marked with an asterisk (\*).*

| Item       | Description                                                                                            | Party to Perform the Work | Party Responsible to Pay for Work |
|------------|--------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------|
| <b>1.1</b> | <b>Heating, Ventilation and Air Conditioning within the Tenant's space</b>                             |                           |                                   |
| a          | - annual inspection                                                                                    | HL                        | NPO*                              |
| b          | - routine maintenance and repair                                                                       | HL                        | NPO*                              |
| c          | - provision & replacement of filter material                                                           | HL                        | NPO*                              |
| d          | - cleaning of ducts                                                                                    | HL                        | NPO*                              |
| e          | - life cycle replacement                                                                               | HL                        | NPO*                              |
|            |                                                                                                        |                           |                                   |
| <b>2.1</b> | <b>Common Heating, Ventilation and Air Conditioning (systems serving more than the Tenant's Space)</b> |                           |                                   |
| a          | - annual inspection                                                                                    | HL                        | NPO*                              |
| b          | - routine maintenance and repair                                                                       | HL                        | NPO*                              |
| c          | - provision & replacement of filter material                                                           | HL                        | NPO*                              |
| d          | - cleaning of ducts                                                                                    | HL                        | NPO*                              |
| e          | - life cycle replacement                                                                               | HL                        | NPO*                              |

|            |                                                                                                                                           |            |            |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| <b>3.1</b> | <b>Plumbing Systems within the Tenants space</b>                                                                                          |            |            |
| a          | -preventive maintenance and repairs to domestic hot water heating systems (i.e., boiler, hot water tank,) and domestic cold-water systems | NPO        | NPO        |
| b          | - major repairs of hot water heating systems and domestic cold-water systems                                                              | NPO        | NPO        |
| c          | - repairs to all fixtures including faucets, unplugging toilets, and all other routine repairs                                            | NPO        | NPO        |
| d          | - life cycle replacement of domestic hot water heating systems, and piping                                                                | <i>TBD</i> | <i>TBD</i> |
| e          | - life cycle replacement of fixtures (i.e., faucets, toilets, urinals, water closets, drinking fountains, etc.)                           | NPO        | NPO        |
|            |                                                                                                                                           |            |            |
| <b>4.1</b> | <b>Common Plumbing Systems (outside the Tenants space and within common spaces)</b>                                                       |            |            |
| a          | - annual inspection, routine maintenance, and repairs                                                                                     | HL         | NPO*       |
| b          | - life cycle replacement                                                                                                                  | HL         | NPO*       |
|            |                                                                                                                                           |            |            |
| <b>5.1</b> | <b>Mechanical Systems within the Tenant's space</b>                                                                                       |            |            |
| a          | - preventive maintenance and repairs                                                                                                      | NPO        | NPO        |
| b          | - life cycle replacement                                                                                                                  | NPO        | NPO        |
| c          | - installation, maintenance, and replacement of additional equipment provided and installed by the occupant                               | NPO        | NPO        |
|            |                                                                                                                                           |            |            |
| <b>6.1</b> | <b>Common Mechanical Systems and Equipment (outside the Tenant's space and within common spaces, including elevators)</b>                 |            |            |
| a          | - preventive maintenance and repairs                                                                                                      | HL         | NPO*       |
| b          | - life cycle replacement                                                                                                                  | HL         | NPO*       |
|            |                                                                                                                                           |            |            |
| <b>7.1</b> | <b>Fire Protection, Fire Suppression and Emergency Lighting within Tenant's space</b>                                                     |            |            |
| a          | - monthly and annual inspection of smoke detectors within the premises, as applicable                                                     | HL         | NPO*       |
| b          | - monthly and annual inspection of fire extinguishers within premises                                                                     | NPO        | NPO        |

|             |                                                                                                                                   |     |      |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------|-----|------|
| c           | - repairs/recharging/life-cycle replacement of fire extinguishers within premises                                                 | NPO | NPO  |
| d           | - annual inspection, maintenance, and repairs of the fire alarm system within premises                                            | HL  | NPO* |
| e           | - annual inspection and maintenance of interior emergency/exit lighting                                                           | NPO | NPO  |
| f           | - annual inspection, maintenance, and repair of fire sprinkler system                                                             | HL  | NPO* |
| g           | - life cycle replacement of the fire alarm system                                                                                 | HL  | NPO* |
| h           | - life cycle replacement of emergency /exit lighting                                                                              | NPO | NPO  |
| i           | - life cycle replacement of fire sprinkler system                                                                                 | HL  | NPO* |
|             |                                                                                                                                   |     |      |
| <b>8.1</b>  | <b>Common Fire Protection, Fire Suppression and Emergency Lighting outside Tenant's space</b>                                     |     |      |
| a           | - monthly/ annual inspections, maintenance and repair of common fire protection, fire suppression, and emergency lighting systems | HL  | NPO* |
| b           | - Life cycle replacement of common fire protection, fire suppression, and emergency lighting systems                              | HL  | NPO* |
|             |                                                                                                                                   |     |      |
| <b>9.1</b>  | <b>Security Systems dedicated to and within the Tenant's occupied space</b>                                                       |     |      |
| a           | - operation, system monitoring, inspection, maintenance, and repair                                                               | NPO | NPO  |
| b           | - life cycle replacement                                                                                                          | NPO | NPO  |
| c           | - repair, replacement, re-keying of all locks, fobs, and access devices                                                           | NPO | NPO  |
| <b>10.1</b> | <b>Common Security Systems outside the Tenant's occupied space</b>                                                                |     |      |
| a           | - operation, system monitoring, inspection, maintenance, and repair                                                               | HL  | NPO* |
| b           | - repair, replacement, re-keying of all locks, fobs, and access devices for secure common access of the building and the site     | HL  | NPO* |
| c           | - life cycle replacement                                                                                                          | HL  | NPO* |
|             |                                                                                                                                   |     |      |
| <b>11.1</b> | <b>Electrical Distribution Systems within Tenant's space</b>                                                                      |     |      |

|             |                                                                                                                                                                  |     |      |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|
| a           | - repairs and upgrades required by Code or initiated by Landlord                                                                                                 | HL  | HL   |
| b           | - inspection, maintenance and repair of wiring, breakers, and electrical panels                                                                                  | NPO | NPO  |
| c           | - life cycle replacement of wiring, breakers, and panels                                                                                                         | NPO | NPO  |
| d           | - repair or replacement of switches, receptacles, cover plates                                                                                                   | NPO | NPO  |
| e           | - extensions, increases, or enhancements to meet occupant's needs including future maintenance                                                                   | NPO | NPO  |
|             |                                                                                                                                                                  |     |      |
| <b>12.1</b> | <b>Common Electrical Distribution Systems outside Tenant's space</b>                                                                                             |     |      |
| a           | - inspection, maintenance, and repair to electrical distribution systems to the leased premises.                                                                 | HL  | NPO* |
| b           | - life cycle replacement of electrical distribution systems of the leased premises                                                                               | HL  | NPO* |
|             |                                                                                                                                                                  |     |      |
| <b>13.1</b> | <b>Lighting Systems within the Tenant's space</b>                                                                                                                |     |      |
| a           | - bulb/tube replacement for interior lighting, except for the two LED tubes in the bathroom.                                                                     | NPO | NPO  |
| b           | - cleaning of interior light fixtures                                                                                                                            | NPO | NPO  |
| c           | - annual inspection and maintenance of interior light fixtures                                                                                                   | NPO | NPO  |
| d           | - interior lighting ballast replacement                                                                                                                          | NPO | NPO  |
| e           | - life cycle replacement of interior lighting fixtures, <b>including</b> specialty fixtures installed/ used by Tenant for programming (e.g. theatrical lighting) | NPO | NPO  |
| f           | Provision, maintenance, repair, and replacement of portable lighting fixtures                                                                                    | NPO | NPO  |
|             |                                                                                                                                                                  |     |      |
| <b>14.1</b> | <b>Common Lighting Systems outside Tenant occupied space</b>                                                                                                     |     |      |
| a           | - inspection, maintenance, and repair of light fittings including replacement of bulbs                                                                           | HL  | NPO* |
| b           | - life cycle replacement of common light fittings                                                                                                                | HL  | NPO* |
|             |                                                                                                                                                                  |     |      |
| <b>15.1</b> | <b>Interior Windows within Tenant's space</b>                                                                                                                    |     |      |
| a           | - routine repairs, breakage, and replacement of interior windows                                                                                                 | NPO | NPO  |

|             |                                                                                                       |     |      |
|-------------|-------------------------------------------------------------------------------------------------------|-----|------|
| b           | - cleaning of interior windows                                                                        | NPO | NPO  |
| c           | - life-cycle replacement                                                                              | NPO | NPO  |
|             |                                                                                                       |     |      |
| <b>16.1</b> | <b>Exterior Windows within the Tenant's space</b>                                                     |     |      |
| a           | - breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant | HL  | NPO  |
| b           | - breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant     | NPO | NPO  |
| c           | - cleaning of interior surfaces of exterior windows                                                   | NPO | NPO  |
| d           | -cleaning of exterior surfaces of exterior windows and canopy                                         | NPO | NPO  |
| e           | - life cycle replacement of the exterior windows / canopy                                             | HL  | HL   |
|             |                                                                                                       |     |      |
| <b>17.1</b> | <b>Common area windows</b>                                                                            |     |      |
| a           | - breakage caused by Tenant or operations                                                             | HL  | NPO  |
| b           | - breakage not caused by Tenant or operations                                                         | HL  | NPO* |
| c           | - cleaning of interior and exterior surfaces                                                          | HL  | NPO* |
| d           | - life-cycle replacement                                                                              | HL  | NPO* |
|             |                                                                                                       |     |      |
| <b>18.1</b> | <b>Interior Doors within Tenant's space</b>                                                           |     |      |
| a           | - maintenance and repair of interior doors including interior doors hardware                          | NPO | NPO  |
| b           | - life-cycle replacement of interior doors                                                            | NPO | NPO  |
|             |                                                                                                       |     |      |
| <b>19.1</b> | <b>Exterior Doors within Tenant's space</b>                                                           |     |      |
| a           | - maintenance and repair of exterior doors including exterior doors hardware                          | NPO | NPO  |
| b           | - life-cycle replacement of exterior doors                                                            | NPO | NPO  |
|             |                                                                                                       |     |      |

|             |                                                                                                                                                     |     |      |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|
| <b>20.1</b> | <b>Common area Doors</b>                                                                                                                            |     |      |
| a           | - maintenance and repair                                                                                                                            | HL  | NPO* |
| b           | - life cycle replacement                                                                                                                            | HL  | NPO* |
|             |                                                                                                                                                     |     |      |
| <b>21.1</b> | <b>Interior Surfaces within Tenant's space</b>                                                                                                      |     |      |
| a           | - interior life cycle repainting                                                                                                                    | NPO | NPO  |
| b           | - maintenance and cleaning of window applications including, but not limited to blinds and curtains                                                 | NPO | NPO  |
| c           | - repairs to interior walls and ceilings, including minor painting and wallpaper cleaning                                                           | NPO | NPO  |
| d           | - life cycle replacement of ceiling tiles                                                                                                           | NPO | NPO  |
| e           | - interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations | HL  | HL   |
| f           | - maintenance and repairs of floor coverings, including carpet and tile                                                                             | NPO | NPO  |
| g           | - life cycle replacement of flooring                                                                                                                | NPO | NPO  |
| h           | - maintenance, repair, and replacement of millwork                                                                                                  | NPO | NPO  |
|             |                                                                                                                                                     |     |      |
| <b>22.1</b> | <b>Common area - Interior and exterior Surfaces</b>                                                                                                 |     |      |
| a           | - all maintenance and repair works                                                                                                                  | HL  | NPO* |
| b           | - Repairs and painting of exterior surfaces including windows, trim, fascia, and soffits                                                            | HL  | NPO* |
| c           | - life-cycle replacement and/ or capital maintenance                                                                                                | HL  | NPO* |
|             |                                                                                                                                                     |     |      |
| <b>23.1</b> | <b>Structural Systems within Tenant's space</b>                                                                                                     |     |      |
| a           | - repairs or replacements of foundations, flooring sub-structure, bearing walls, roofing, and parking lots due to damage not related to the tenancy | HL  | HL   |
| b           | - repairs and painting of exterior surfaces including windows, trim, fascia, wood elements, and soffits                                             | N/A | N/A  |
| c           | - exterior life cycle repainting                                                                                                                    | HL  | NPO* |

|             |                                                                                                                            |     |      |
|-------------|----------------------------------------------------------------------------------------------------------------------------|-----|------|
| d           | - cleaning of gutters and drains                                                                                           | NPO | NPO  |
| e           | - life cycle replacement of drains, rainwater leaders, and gutters on roof and elsewhere                                   | HL  | NPO* |
|             |                                                                                                                            |     |      |
| <b>24.1</b> | <b>Common Structural Systems outside Tenant's space</b>                                                                    |     |      |
| a           | - all maintenance and repair works                                                                                         | HL  | HL   |
| b           | - life-cycle replacement and/ or capital maintenance                                                                       | HL  | HL   |
|             |                                                                                                                            |     |      |
| <b>25.1</b> | <b>Common Site Services</b>                                                                                                |     |      |
| a           | - landscaping repairs and maintenance                                                                                      | HL  | NPO* |
| b           | - grass cutting                                                                                                            | HL  | NPO* |
| c           | - general cleaning of grounds, litter disposal                                                                             | HL  | NPO* |
| d           | - snow and ice removal from steps and entrances including provision of de-icing materials                                  | HL  | NPO* |
| e           | - removal of snow from walkways and entrance to parking areas                                                              | HL  | NPO* |
| f           | - removal of snow and ice from roof areas                                                                                  | HL  | NPO* |
| g           | - repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the occupants/tenancy | HL  | NPO* |
| h           | - maintenance and repair of external walkways, steps                                                                       | HL  | NPO* |
| i           | -replacement of external walkways and steps and repaving of parking and loading areas                                      | HL  | NPO* |
| j           | - maintenance, repair and replacement of gates and fences (excluding the tenant specific gates and fences)                 | HL  | NPO* |
| k           | - maintenance and minor repair/patching of parking and loading areas                                                       | HL  | NPO* |
| l           | - graffiti removal                                                                                                         | HL  | NPO* |
|             |                                                                                                                            |     |      |
| <b>26.1</b> | <b>Exterior Signage – specific to the tenant</b>                                                                           |     |      |
| a           | - maintenance, repair, and replacement (subject to prior approval of CoV and/ or HL), including temporary signage          | NPO | NPO  |
|             |                                                                                                                            |     |      |

|             |                                                                                                                        |     |      |
|-------------|------------------------------------------------------------------------------------------------------------------------|-----|------|
| <b>27.1</b> | <b>Interior Signage</b>                                                                                                |     |      |
| a           | - installation, maintenance, repair, and replacement of interior signage for the Tenant's space                        | NPO | NPO  |
| <b>28.1</b> | <b>Common Area Signage</b>                                                                                             |     |      |
| a           | - installation, maintenance, repair and replacement of interior building and wayfinding signage                        | HL  | NPO* |
|             |                                                                                                                        |     |      |
| <b>29.1</b> | <b>Outdoor Area and Equipment within the Tenant's space</b>                                                            |     |      |
| a           | - inspection, maintenance, and repair of equipment and structures                                                      | NPO | NPO  |
| b           | - life cycle replacement of equipment and structures                                                                   | NPO | NPO  |
| c           | - maintenance, repair and replacement of general outdoor surfaces, gates, and fences                                   | NPO | NPO  |
| d           | - maintenance, repair, replacement of sand                                                                             | NPO | NPO  |
| e           | - maintenance of landscaping (plantings)                                                                               | NPO | NPO  |
| f           | -maintenance, repair, and replacement of perimeter fencing when damage is <i>not</i> caused by occupants or operations | HL  | NPO  |
| g           | -maintenance, repair, and replacement of perimeter fencing when damage is caused by occupants or operations            | NPO | NPO  |
| h           | - snow and ice removal                                                                                                 | NPO | NPO  |
|             |                                                                                                                        |     |      |
| <b>30.1</b> | <b>Janitorial Services within the Tenant's space</b>                                                                   |     |      |
| a           | - routine janitorial/custodial services                                                                                | HL  | NPO* |
| b           | - pest control services                                                                                                | HL  | NPO* |
| c           | - provision of all washroom supplies                                                                                   | HL  | NPO* |
| d           | - removal of garbage and recycling to the common waste collection room                                                 | HL  | NPO* |
|             |                                                                                                                        |     |      |
| <b>31.1</b> | <b>Common area Janitorial services</b>                                                                                 |     |      |
| a           | - routine janitorial/custodial services                                                                                | HL  | NPO* |

|             |                                                                                                                                                                                           |     |      |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|
| b           | - pest control services exterior                                                                                                                                                          | HL  | NPO* |
| c           | - provision of all washroom supplies                                                                                                                                                      | HL  | NPO* |
| d           | - removal of garbage and recycling from the common waste collection room                                                                                                                  | HL  | NPO* |
|             |                                                                                                                                                                                           |     |      |
| <b>32.1</b> | <b>Appliances, Program and Other Non-Installed Equipment within the Tenant's space</b>                                                                                                    |     |      |
| a           | - inspection, maintenance, and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting, etc.                    | NPO | NPO  |
| b           | - replacement of all appliances, program, and non-installed equipment                                                                                                                     | NPO | NPO  |
| c           | - maintenance, repair, and replacement of furniture                                                                                                                                       | NPO | NPO  |
|             |                                                                                                                                                                                           |     |      |
| <b>33.1</b> | <b>Renovations and Upgrades within Tenant's space</b>                                                                                                                                     |     |      |
| a           | - any upgrades, additions, enhancements, or improvements initiated by the Tenant (subject to prior approval by CoV and/or HL as required), including Contaminants remediation as required | NPO | NPO  |
| b           | - any upgrades, additions, enhancements, or improvements initiated by the Landlord including Contaminants remediation as required                                                         | HL  | HL   |
|             |                                                                                                                                                                                           |     |      |
| <b>34.1</b> | <b>Utilities</b>                                                                                                                                                                          |     |      |
| a           | - electricity                                                                                                                                                                             | HL  | NPO* |
| b           | - gas                                                                                                                                                                                     | N/A | N/A  |
| c           | - water and sewer costs                                                                                                                                                                   | HL  | NPO* |
| d           | - all other municipal utilities charges which appear on the property tax notice                                                                                                           | HL  | NPO* |
|             |                                                                                                                                                                                           |     |      |
| <b>35.1</b> | <b>Tenant's Business Operations</b>                                                                                                                                                       |     |      |
| a           | - staff costs                                                                                                                                                                             | NPO | NPO  |
| b           | - telephone, internet & cable services                                                                                                                                                    | NPO | NPO  |

|   |                                                               |     |      |
|---|---------------------------------------------------------------|-----|------|
| c | - insurance (CGL, TLL, business interruption, contents, etc.) | NPO | NPO  |
| d | -base building insurance                                      | HL  | NPO* |
| e | - supplies and equipment, including for bathroom and kitchen  | NPO | NPO  |
| f | - security services                                           | NPO | NPO  |

### **Annual Maintenance Plan**

The Tenant must prepare and submit an Annual Maintenance Plan for their premise(s), including both the Routine and Preventative Maintenance Plan, which the City reserves the right to validate. The Society will submit a report summarizing the Routine and Preventative Maintenance that has been performed and costs, and the Capital Maintenance (if any) and Improvements performed and costs annually by December 31st.

The City of Vancouver reserves the right to validate the Annual Maintenance Plan, which is to include at minimum, the items listed below:

#### **Routine and Preventative Maintenance**

- Regular, reoccurring, and/or scheduled inspection, trouble shooting, servicing, testing, repair, and maintenance of building systems and equipment including:
  - Structural
  - Mechanical
  - Electrical/Lighting
  - Plumbing
  - Building Envelope
  - Building Interiors
- Scheduled maintenance work that is issued a minimum of once per year (annually/semi-annual, quarterly, or monthly)
  - Scheduled overhauls and inspections that recur within a two-year period.

#### **Regulatory Requirements**

- All regulatory requirements for those systems and products that are required to comply with legislated regulations and standards for health, safety, accessibility, energy, water, and efficiency. Examples of some of these systems include fire alarm systems, fire sprinkler systems, fountains, evaporative coolers, elevators, etc.

## **Capital Works Plan**

If requested, the Society must prepare and submit a multi-year Capital Works Plan for planned and forecasted Capital works for their premise(s), including Capital Maintenance and Lifecycle Replacements, as required by the City of Vancouver.

### **Capital Maintenance**

- Life cycle or capital replacement or major repairs of building equipment or building systems at the end of serviceable or useful life, including:
  - Heating, Ventilation and Air Conditioning systems
  - Electrical systems
  - Mechanical systems
  - Structural elements
  - Building Envelope
  - Roofing and Membranes
  - Elevators
  - Building Controls

## **Life Cycle Replacement**

Life cycle replacement or capital maintenance is based on fair wear and tear of the asset at the end of the useful service life. The need of such replacement is at the City of Vancouver's sole discretion and is always subject to the availability of funds currently budgeted by the City of Vancouver for such purposes at the premises.

## **Major Repairs**

Repairs where the value of the repairs is greater than 50% of the replacement value of the system are generally considered to be "major repairs". The determination of works being deemed "major repairs" is at the City of Vancouver's sole discretion.

## **Damage**

Notwithstanding the foregoing, it is a condition hereof that the City of Vancouver's obligation to complete or fund any maintenance, repairs, or replacements in the premises, as indicated above, is always subject to the availability of funds currently budgeted by the City of Vancouver for such purposes at the premises.