EXPLANATION

A By-law to amend Licence By-law No. 4450 regarding miscellaneous amendments

Enactment of the attached by-law will implement Council's resolution of July 28, 2026, to amend the Licence By-law regarding miscellaneous amendments.

Director of Legal Services
October 27, 2026

BY-LAW NO. _____

A By-law to amend Licence By-law No. 4450 regarding miscellaneous amendments

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

1. This by-law amends the indicated schedules of the Licence By-law No. 4450.

2. Council strikes out section 4(9) and substitutes the following:

"(9) Where a licence:

(a) has not been issued to an applicant, the Inspector shall not be required to refund to the applicant the amount of the applicable fee which is referred to in Schedule "A" of this by-law as the "Non-Refundable Portion of Fee"; and

(b) has been issued to an applicant, the Inspector shall not be required to refund to the applicant any fees paid under Schedule "A" of this by-law.".

3. In Schedule A, Council strikes out "2026 BUSINESS LICENCE FEES" and substitutes "2027 BUSINESS LICENCE FEES".

4. In Schedule A, Council strikes out the line for Adult Retail Store.

5. In Part 3 of Schedule B, Council strikes out "(s. 6.3)" and substitutes "(s. 3(2) and s. 6(3))".

6. This by-law is to come into force and take effect on January 1, 2027.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend Vehicles for Hire By-law No. 6066 regarding a miscellaneous amendment

Enactment of the attached by-law will implement Council's resolution of July 28, 2026 to amend the Vehicles for Hire By-law regarding a miscellaneous amendment.

Director of Legal Services
October 27, 2026

BY-LAW NO. ___

A By-law to amend Vehicles for Hire By-law No. 6066 regarding a miscellaneous amendment

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

1. This by-law amends the indicated schedules of the Vehicles for Hire By-law No. 6066.

2. Council strikes out "Year 2026 Vehicles for Hire Licence Fees" and substitutes "2027 VEHICLES FOR HIRE LICENCE FEES".

3. This by-law is to come into force and take effect on January 1, 2027.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend Animal Control By-law No. 9150 regarding miscellaneous amendments

Enactment of the attached by-law will implement Council's resolution of July 28, 2026 to amend the Animal Control By-law regarding miscellaneous amendments.

Director of Legal Services
October 27, 2026

BY-LAW NO. _____

A By-law to amend Animal Control By-law No. 9150 regarding miscellaneous amendments

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

1. This by-law amends the indicated schedules of the Animal Control By-law.

2. Council adds a heading above section 3.7 as follows:

"**Replacement tags**".

3. Council adds a new section 3.8 in the correct numerical order as follows:

"**Refund of licence fee in event of dog's death**

3.8 A person who is granted a licence for a dog under this by-law may apply to the Chief License Inspector for a refund of a prorated share of the annual licence fee if the dog subject to the licence dies during the term of the licence, by providing proof, in writing, of the dog's death.".

4. In Schedule A, Council strikes out "Year 2026 Animal Control Fees and Charges" and substitutes "2027 ANIMAL CONTROL FEES AND CHARGES".

5. This by-law is to come into force and take effect on January 1, 2027.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend Zoning and Development By-law No. 3575 regarding Updating Apartment Regulations and Miscellaneous Amendments

Following the Council meeting on July 28, 2026, Council resolved to amend the Zoning and Development By-law regarding updating apartment regulations and other miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to amend Zoning and Development By-law No. 3575 regarding Updating Apartment Regulations and Miscellaneous Amendments

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.

2. In section 10, Council adds the following new sections in the correct numerical order:

"

10.39 Access to Natural Light

10.39.1 Each bedroom that is provided in order to comply with the minimum requirements set out in section 10.40, in the FC-1 District Schedule, or in the HA-1 and HA-1A Districts Schedule, and each living room in a dwelling unit, housekeeping unit or sleeping unit, must have at least 1 window on an exterior wall of a building.

10.40 Unit Mix in Infill Multiple Dwelling, Multiple Dwelling or Mixed-Use Residential Building Containing More Than 8 Dwelling Units

10.40.1 For infill multiple dwelling containing more than 8 dwelling units, multiple dwelling containing more than 8 dwelling units, and mixed-use residential building containing more than 8 dwelling units:

(a) if the building contains below-market rental dwelling units, at least 35% of the total number of below-market rental dwelling units and at least 35% of the other dwelling units must have 2 or more bedrooms, of which at least 5% of the total number of below-market rental dwelling units and 5% of the total number of other dwelling units must have 3 or more bedrooms; and

(b) if the building does not contain below-market rental dwelling units, at least 35% of the total number of dwelling units must have 2 or more bedrooms, of which at least 5% of the total number of dwelling units must have 3 or more bedrooms.

10.40.2 Section 10.40.1 does not apply:

(a) in the FC-1, HA-1, HA-1A or HA-2 districts;

(b) where 100% of the residential floor area of a development is social housing and:

(i) there is a housing agreement that restricts occupancy to residents aged 55 years or older, or

(ii) services are provided to residents on-site to support their ability

to maintain their housing, which may include life and employment skills training, meals, mental health and substance use services, and community referrals to these or other services;

(c) in areas subject to an official development plan that contains unit mix requirements; or

(d) to buildings existing as of October 27, 2026.

10.40.3 Where section 10.40.1 applies to more than 1 building proposed as part of a development permit application, the required number of dwelling units with 2 or more bedrooms and the required number of dwelling units with 3 or more bedrooms may be provided disproportionately across the buildings.

10.40.4 The Director of Planning may decrease the percentage of dwelling units with 2 or more bedrooms or 3 or more bedrooms required under section 10.40.1 for mixed-use residential building containing more than 8 dwelling units located in a C, HA, I, M or CD-1 district, if:

(a) the building does not exceed 27.5 m in height;

(b) the site is not a corner site with a frontage greater than 30.1 m;

(c) the site adjoins a side property line of a site located in a C, HA, I, M or CD-1 district without the intervention of a lane; and

(d) the Director of Planning considers all applicable Council policies and guidelines.

10.41 Computation of Floor Area in Certain Districts

10.41.1 The regulations set out in this section 10.41 apply to the C, FC, FM-1, HA-1, HA-1A, HA-3, IC-3, MC-1, RM, RR, R3, R4 and R5 districts, except where otherwise specified.

10.41.2 Computation of floor area must include:

(a) all floors, measured to the extreme outer limits of the building including accessory buildings; and

(b) stairways, fire escapes, elevator shafts, and other features that the Director of Planning considers similar to the foregoing, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

10.41.3 Computation of floor area must exclude:

(a) balconies, decks, exterior passageways for townhouse access, and any other appurtenances that the Director of Planning considers similar to the foregoing;

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

(c) entries, porches and verandahs, and unconditioned floor areas located below the floors of entries, porches, and verandahs to which there is no access from the interior of the building;

(d) floors or portions of floors used for:

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

(ii) bicycle storage,

(iii) heating and mechanical equipment, and

(iv) other uses that the Director of Planning considers similar to the foregoing;

(e) areas of undeveloped floors that are located:

(i) above the highest storey or partial storey and to which there is no permanent means of access other than a hatch, or

(ii) adjacent to a storey or partial storey with a ceiling height of less than 1.2 m;

(f) floors located at or below finished grade with a ceiling height of less than 1.2 m;

(g) all storage area below base surface;

(h) all residential storage above base surface to a maximum of 3.7 m^2 per dwelling unit for buildings existing as of October 27, 2026;

(i) in the C districts, exterior circulation above the first storey to a maximum of 5% of the total permitted floor area; and

(j) in the RM-7, RM-7A, RM-8 and RM-8A districts, and for duplex and duplex with secondary suite in any of the other districts listed in section 10.41.1, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, if:

(i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and

(ii) the excluded floor area does not exceed 10% of the permitted total floor area,

and despite the definition of "partial storey" in Section 2 of this by-law, the maximum permitted floor area contained in a partial storey must not include floor area excluded in this section 10.41.3(j).

10.41.4 If the Director of Planning considers all applicable Council policies and guidelines and, for child day care facilities, if the Director of Planning is satisfied that there is a need for a child day care facility in the immediate neighbourhood, the Director of Planning may permit any or all of the following to be excluded from the computation of floor area:

(a) child day care facilities:

(i) in the C-1, C-2, C-2B, C-2C, C-7, C-8, FC-1, FM-1, IC-3, RM-2, RM-3, RM-3A, RM-4, RM-9, RM-9B, RM-10, RM-11, R3, R4 and R5 districts, to a maximum of 10% of the total permitted floor area,

(ii) in the RM-5, RM-5A, RM-5B, RM-5C, RM-5D and RM-6 districts, to a maximum of 20% of the total permitted floor area or 1,500 m^2, whichever is lesser,

(iii) in the C-3A, FC-2 and HA-3 districts, to a maximum of 20% of the total permitted floor area or 1,000 m^2, whichever is lesser, and

(iv) in the C-5, C-5A, C-6, HA-1 and HA-1A districts, to a maximum of 10% of the total permitted floor area or 1,000 m^2, whichever is lesser;

(b) common amenity areas;

(c) in the C-2A, C-2D and C-2E districts, any or all of the following to a combined maximum of 10% of the total permitted floor area:

(i) areas accessory to hotel use, limited to meeting rooms, conference facilities, guest recreational facilities such as fitness centres, swimming pools and locker areas, libraries, business centres and other areas that the Director of Planning considers similar to the foregoing, and

(ii) child day care facilities; and

(d) in the C-1, C-3A, C-7, C-8, FC-1, MC-1, RM-3, RM-3A and RM-6 districts, and for buildings other than residential rental tenure buildings in the C-2, C-2B, C-2C and C-2C1 districts, enclosed balconies to a maximum of 50% of the total number of balconies and enclosed balconies.

10.41.5 For infill multiple dwelling containing more than 8 dwelling units, multiple dwelling containing more than 8 dwelling units, and mixed-use residential building containing more than 8 dwelling units, all of which must comply with the residential storage requirements in section 11.3.1.10 of this by-law, a maximum of 6% of the residential floor area may be excluded from the computation of floor area, except that this does not apply to buildings existing as of October 27, 2026.".

3. In section 11.3.1, Council adds the following new section in the correct numerical order:

"11.3.1.10 For infill multiple dwelling containing more than 8 dwelling units, multiple dwelling containing more than 8 dwelling units, and mixed-use residential building containing more than 8 dwelling units, a minimum of 2.3 m^2 of residential storage area must be provided within or accessory to each dwelling unit, except that this requirement does not apply to any of the following:

(a) a lock-off unit;

(b) a micro dwelling;

(c) a room designated under the Single Room Accommodation By-law;

(d) dwelling units subject to an official development plan that contains residential storage area requirements other than what is specified in this section 11.3.1.10; or

(e) buildings existing as of October 27, 2026.".

4. In section 2.1(a) of Schedule J, Council strikes out "excluded from the computation of residential floor area".

5. In the R3 Districts Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) in the line for "Apartment containing more than 8 dwelling units", strikes out ", 2.2.7",

(ii) in the line for "Apartment containing more than 8 dwelling units, in combination with Townhouse", strikes out ", 2.2.8",

(iii) in the line for "Mixed-Use Residential Building", strikes out "2.2.7, 2.2.9" and substitutes "2.2.8",

(iv) strikes out "2.2.10" wherever it appears and substitutes "2.2.9",

(v) strikes out "2.2.11" wherever it appears and substitutes "2.2.10", and

(vi) strikes out "2.2.12" wherever it appears and substitutes "2.2.11";

(b) strikes out section 2.2.6;

(c) renumbers sections 2.2.7 through 2.2.12 as sections 2.2.6 through 2.2.11, respectively;

(d) in sections 2.2.1(a) and 2.2.1(c)(ii), strikes out “section 3.1.1.3(b)” and substitutes “section 3.1.1.3”;

(e) strikes out section 4.1 in its entirety;

(f) renumbers sections 4.2, 4.2.1, 4.2.2, 4.3 and 4.3.1 as sections 4.1, 4.1.1, 4.1.2, 4.2 and 4.2.1, respectively;

(g) in section 4.1.2, strikes out “section 4.1.2(c) of this schedule” and substitutes “section 10.41 of this by-law”;

(h) in section 4.2.1(b), strikes out “section 4.1.2(c) of this schedule” and substitutes “section 10.41 of this by-law”; and

(i) strikes out section 4.4 in its entirety.

6. In the R4 District Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) in the line for “Apartment containing more than 8 dwelling units”, strikes out “, 2.2.8”,

(ii) in the line for “Apartment containing more than 8 dwelling units, in combination with Townhouse”, strikes out “, 2.2.9”,

(iii) in the line for “Mixed-Use Residential Building”, strikes out “2.2.8, 2.2.10” and substitutes “2.2.9”,

(iv) strikes out “2.2.11” wherever it appears and substitutes “2.2.10”,

(v) strikes out “2.2.12” wherever it appears and substitutes “2.2.11”, and

(vi) strikes out “2.2.13” wherever it appears and substitutes “2.2.12”;

(b) strikes out section 2.2.7;

(c) renumbers sections 2.2.8 through 2.2.13 as sections 2.2.7 through 2.2.12, respectively;

(d) in section 2.2.2(b), strikes out “section 3.1.1.3(b)” and substitutes “section 3.1.1.3””;

(e) strikes out section 4.1 in its entirety;

(f) renumbers sections 4.2, 4.2.1 and 4.2.2 as sections 4.1, 4.1.1 and 4.1.2, respectively;

(g) in section 4.1.2, strikes out “section 4.1.2(c) of this schedule” and substitutes “section 10.41 of this by-law”; and

(h) strikes out section 4.3 in its entirety.

7. In the R5 Districts Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) in the line for “Apartment containing more than 8 dwelling units”, strikes out “, 2.2.8”,

(ii) in the line for “Apartment containing more than 8 dwelling units, in combination with Townhouse”, strikes out “, 2.2.9”,

(iii) in the line for “Mixed-Use Residential Building”, strikes out “2.2.8, 2.2.10” and substitutes “2.2.9”,

(iv) strikes out “2.2.11” wherever it appears and substitutes “2.2.10”,

(v) strikes out “2.2.12” wherever it appears and substitutes “2.2.11”, and

(vi) strikes out “2.2.13” wherever it appears and substitutes “2.2.12”;

(b) strikes out section 2.2.7;

(c) renumbers sections 2.2.8 through 2.2.13 as sections 2.2.7 through 2.2.12, respectively;

(d) in sections 2.2.2(a) and 2.2.2(c)(ii), strikes out “section 3.1.1.1(b)” and substitutes “section 3.1.1.3”

(e) strikes out section 4.1 in its entirety;

(f) renumbers sections 4.2, 4.2.1 and 4.2.2 as sections 4.1, 4.1.1 and 4.1.2, respectively;

(g) in section 4.1.2, strikes out “section 4.1.2(c) of this schedule” and substitutes “section 10.41 of this by-law”; and

(h) strikes out section 4.3 in its entirety.

8. In the RM-1 District Schedule, Council:

(a) strikes out section 4.1 in its entirety;

(b) strikes out section 4.6 in its entirety;

(c) renumbers sections 4.2, 4.2.1, 4.3, 4.3.1, 4.4, 4.4.1, 4.4.2, 4.5, 4.5.1, 4.7 and 4.7.1 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.3, 4.3.1, 4.3.2, 4.4, 4.4.1, 4.5 and 4.5.1, respectively; and

(d) in section 4.2.1, strikes out “section 4.1.2(f) of this schedule” and substitutes “section 10.41 of this by-law”.

9. In the RM-2, RM-3, RM-3A and RM-4 District Schedules, Council:

(a) strikes out section 4.1 in its entirety;

(b) renumbers sections 4.2 and 4.2.1 as sections 4.1 and 4.1.1, respectively; and

(c) strikes out section 4.3 in its entirety.

10. In the RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) strikes out “, 2.2.9”,

(ii) strikes out “2.2.10” wherever it appears and substitutes ”2.2.9”,

(iii) strikes out “2.2.11” wherever it appears and substitutes “2.2.10”,

(iv) strikes out “2.2.12” wherever it appears and substitutes “2.2.11”,

(v) strikes out “2.2.13” wherever it appears and substitutes “2.2.12”,

(vi) strikes out “2.2.14” wherever it appears and substitutes “2.2.13”,

(vii) strikes out “2.2.15” wherever it appears and substitutes “2.2.14”,

(viii) strikes out “2.2.16” wherever it appears and substitutes “2.2.15”,

(ix) strikes out “2.2.17” wherever it appears and substitutes “2.2.16”,

(x) strikes out “2.2.18” wherever it appears and substitutes “2.2.17”,

(xi) strikes out “2.2.19” wherever it appears and substitutes “2.2.18”,

(xii) strikes out “2.2.20” wherever it appears and substitutes “2.2.19”,

(xiii) strikes out “2.2.21” wherever it appears and substitutes “2.2.20”,

(xiv) strikes out “2.2.22” wherever it appears and substitutes “2.2.21”,

(xv) strikes out “2.2.23” wherever it appears and substitutes “2.2.22”,

(xvi) strikes out “2.2.24” wherever it appears and substitutes “2.2.23”,

(xvii) strikes out “2.2.25” wherever it appears and substitutes “2.2.24”,

(xviii) strikes out “2.2.26” wherever it appears and substitutes “2.2.25”, and

(xix) strikes out “2.2.27” wherever it appears and substitutes “2.2.26”;

(b) strikes out section 2.2.9;

(c) renumbers sections 2.2.10 through 2.2.27 as section 2.2.9 through 2.2.26, respectively;

(d) strikes out section 4.1 in its entirety;

(e) strikes out section 4.3 in its entirety;

(f) renumbers sections 4.2, 4.2.1, 4.4, 4.4.1, 4.4.2 and 4.4.3 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.2.2 and 4.2.3, respectively;

(g) in section 4.2.3, strikes out “this section 4.4” and substitutes “this section 4.2”;

(h) in section 4.2.3(a), adds “and” after “secured market rental housing;”;

(i) strikes out section 4.2.3(b);

(j) strikes out section 4.2.3(c);

(k) renumbers section 4.2.3(d) as section 4.2.3(b); and

(l) in section 5.4:

(i) in section 5.4(a), adds “and” after “secured market rental housing;”,

(ii) strikes out sections 5.4(b) and 5.4(c), and

(iii) renumbers section 5.4(d) as section 5.4(b).

11. In the RM-6 District Schedule, Council:

(a) strikes out section 4.1 in its entirety;

(b) renumbers sections 4.2, 4.2.1, 4.4, 4.4.1, 4.4.2, and 4.4.3 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.2.2, and 4.2.3, respectively; and

(c) strikes out section 4.3 in its entirety.

12. In the RM-7 and RM-7A Districts Schedule, Council:

(a) in section 2.2.7(c), strikes out “and 4.4” and substitutes “and 4.3”;

(b) strikes out section 4.1 in its entirety;

(c) strikes out section 4.6 in its entirety;

(d) renumbers sections 4.2, 4.2.1, 4.3, 4.3.1, 4.4, 4.4.1, 4.5, 4.5.1, 4.7, 4.7.1, 4.7.2, 4.7.3 and 4.7.4 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.3, 4.3.1, 4.4, 4.4.1, 4.5, 4.5.1, 4.5.2, 4.5.3, and 4.5.4, respectively;

(e) in sections 4.5.1 and 4.5.4, strikes out "this section 4.7" and substitutes "this section 4.5"; and

(f) in section 4.5.2(h), strikes out "section 4.7.2(g)" and substitutes "section 4.5.2(g)".

13. In the RM-8 and RM-8A Districts Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) in the line for "Mixed-Use Residential Building" and the line for "Townhouse", strikes out ", 2.2.13",

(ii) strikes out "2.2.14" wherever it appears and substitutes "2.2.13",

(iii) strikes out "2.2.15" wherever it appears and substitutes "2.2.14",

(iv) strikes out "2.2.16" wherever it appears and substitutes "2.2.15",

(v) strikes out "2.2.17" wherever it appears and substitutes "2.2.16",

(vi) strikes out "2.2.18" wherever it appears and substitutes "2.2.17", and

(vii) strikes out "2.2.19" wherever it appears and substitutes "2.2.18";

(b) in section 2.2.9(c), strikes out "and 4.5" and substitutes "and 4.3";

(c) strikes out section 2.2.13;

(d) renumbers sections 2.2.14 through 2.2.19 as sections 2.2.13 through 2.2.18, respectively;

(e) in section 2.2.17, strikes out "section 2.2.16(b)" and substitutes "section 2.2.15(b)";

(f) strikes out section 3.1.1.3 and substitutes the following:

"3.1.1.3 In the RM-8A district, if the site:

(a) consists of a single lot on record in the Land Title Office prior to June 30, 2026;

(b) has an area of 623 m^2 or more;

(c) has a minimum site frontage of 17.1 m; and

(d) is located west of the centre lines of Ontario Street or Carrall Street,

a minimum of 8% of the residential floor area must be developed as social housing or a cash in lieu payment may be provided.";

(g) strikes out section 3.1.1.4;

(h) renumbers section 3.1.1.5 as section 3.1.1.4;

(i) strikes out section 3.2.1.3 and substitutes the following:

"3.2.1.3 In the RM-8A district, if the site:

(a) consists of a single lot on record in the Land Title Office prior to June 30, 2026;

(b) has an area of 623 m^2 or more;

(c) has a minimum site frontage of 17.1 m; and

(d) is located west of the centre lines of Ontario Street or Carrall Street,

a minimum of 8% of the residential floor area must be developed as social housing or a cash in lieu payment may be provided.";

(j) strikes out section 3.2.1.4;

(k) renumbers section 3.2.1.5 as section 3.2.1.4;

(l) strikes out section 4.1 in its entirety;

(m) strikes out section 4.6 in its entirety;

(n) renumbers sections 4.2, 4.2.1, 4.3, 4.3.1, 4.4, 4.4.1, 4.5, 4.5.1, 4.7, 4.7.1, 4.7.2, 4.7.3 and 4.7.4 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.3, 4.3.1, 4.4, 4.4.1, 4.5, 4.5,1 4.5.2, 4.5.3 and 4.5.4, respectively;

(o) in sections 4.5.1 and 4.5.3, strikes out "section 4.7" and substitutes "section 4.5"; and

(p) in section 4.5.2(h), strikes out "section 4.7.2(g)" and substitutes "section 4.5.2(g)".

14. In the RM-9A District Schedule, Council:

(a) in section 2.2.6(c), strikes out "section 4.5" and substitutes "section 4.3";

(b) strikes out section 4.1 in its entirety;

(c) strikes out section 4.5 in its entirety;

(d) renumbers sections 4.2, 4.2.1, 4.3, 4.3.1, 4.4 and 4.4.1 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.3 and 4.3.1, respectively; and

(e) adds a new section 5 in the correct numerical order as follows:

"**5 RELAXATIONS**

5.1 Despite section 3.5.1.1 of this schedule, the Director of Planning may relax the permitted floor space ratio to a maximum of 0.90 for infill single detached house to facilitate the retention of a building existing on the site prior to January 1, 1940 if the Director of Planning considers the intent of this schedule, all applicable Council policies and guidelines, and the submission of any advisory group, property owner or tenant.".

15. In the RM-9 and RM-9B Districts Schedule, Council:

(a) in section 2.2.5(c), strikes out "section 4.5" and substitutes "section 4.3";

(b) strikes out section 4.1 in its entirety;

(c) strikes out section 4.5 in its entirety; and

(d) renumbers sections 4.2, 4.2.1, 4.3, 4.3.1, 4.4 and 4.4.1 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.3 and 4.3.1, respectively.

16. In the RM-10 District Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) strikes out "2.2.2," wherever it appears,

(ii) strikes out "2.2.2" wherever it appears,

(iii) strikes out "2.2.3" wherever it appears and substitutes "2.2.2",

(iv) strikes out "2.2.4" wherever it appears and substitutes "2.2.3",

(v) strikes out "2.2.5" wherever it appears and substitutes "2.2.4",

(vi) strikes out "2.2.6" wherever it appears and substitutes "2.2.5",

(vii) strikes out "2.2.7" wherever it appears and substitutes "2.2.6",

(viii) strikes out "2.2.8" wherever it appears and substitutes "2.2.7",

(ix) strikes out "2.2.9" wherever it appears and substitutes "2.2.8",

(x) strikes out "2.2.10" wherever it appears and substitutes "2.2.9",

(xi) strikes out "2.2.11" wherever it appears and substitutes "2.2.10",

(xii) strikes out "2.2.12" wherever it appears and substitutes "2.2.11",

(xiii) strikes out "2.2.13" wherever it appears and substitutes "2.2.12", and

(xiv) strikes out “2.2.14” wherever it appears and substitutes “2.2.13”;

(b) strikes out section 2.2.2;

(c) renumbers sections 2.2.3 through 2.2.14 as sections 2.2.2 through 2.2.13, respectively;

(d) in section 2.2.6, strikes out “and 4.3” and substitutes “and 4.1”;

(e) in section 2.2.12, strikes out “section 2.2.12(b)” and substitutes “section 2.2.11(b);

(f) strikes out section 4.1 in its entirety;

(g) strikes out section 4.4 in its entirety; and

(h) renumbers sections 4.2, 4.2.1, 4.3 and 4.3.1 as sections 4.1, 4.1.1, 4.2 and 4.2.1, respectively.

17. In the RM-11 District Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) in the line for “Apartment” and the line for “Mixed-Use Residential Building”, strikes out “, 2.2.3, 2.2.4”,

(ii) in the line for “Townhouse”, strikes out “, 2.2.4, 2.2.5”,

(iii) strikes out “2.2.5” wherever it appears and substitutes “2.2.3”,

(iv) strikes out “2.2.6” wherever it appears and substitutes “2.2.4”,

(v) strikes out “2.2.7” wherever it appears and substitutes “2.2.5”,

(vi) strikes out “2.2.8” wherever it appears and substitutes “2.2.6”,

(vii) strikes out “2.2.9” wherever it appears and substitutes “2.2.7”,

(viii) strikes out “2.2.10” wherever it appears and substitutes “2.2.8”,

(ix) strikes out “2.2.11” wherever it appears and substitutes “2.2.9”,

(x) strikes out “2.2.12” wherever it appears and substitutes “2.2.10”,

(xi) strikes out “2.2.13” wherever it appears and substitutes “2.2.11”,

(xii) strikes out “2.2.14” wherever it appears and substitutes “2.2.12”,

(xiii) strikes out “2.2.15” wherever it appears and substitutes “2.2.13”,

(xiv) strikes out “2.2.16” wherever it appears and substitutes “2.2.14”, and

(xv) strikes out “2.2.17” wherever it appears and substitutes “2.2.15”;

(b) strikes out section 2.2.2;

(c) strikes out section 2.2.3;

(d) renumbers sections 2.2.4 through 2.2.17 as sections 2.2.2 through 2.2.15, respectively;

(e) in section 2.2.14, strikes out “section 2.2.14(b)” and substitutes “section 2.2.12(b)”;

(f) strikes out section 4.1 in its entirety;

(g) strikes out section 4.3 in its entirety; and

(h) renumbers sections 4.2 and 4.2.1 as sections 4.1 and 4.1.1, respectively.

18. In the RM-12 District Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) strikes out “2.2.2,” wherever it appears,

(ii) strikes out “2.2.2” wherever it appears,

(iii) strikes out “2.2.3” wherever it appears and substitutes “2.2.2”,

(iv) strikes out “2.2.4” wherever it appears and substitutes “2.2.3”,

(v) strikes out “2.2.5” wherever it appears and substitutes “2.2.4”,

(vi) strikes out “2.2.6” wherever it appears and substitutes “2.2.5”,

(vii) strikes out “2.2.7” wherever it appears and substitutes “2.2.6”,

(viii) strikes out “2.2.8” wherever it appears and substitutes “2.2.7”,

(ix) strikes out “2.2.9” wherever it appears and substitutes “2.2.8”,

(x) strikes out “2.2.10” wherever it appears and substitutes “2.2.9”,

(xi) strikes out “2.2.11” wherever it appears and substitutes “2.2.10”,

(xii) strikes out “2.2.12” wherever it appears and substitutes “2.2.11”,

(xiii) strikes out “2.2.13” wherever it appears and substitutes “2.2.12”,

(xiv) strikes out “2.2.14” wherever it appears and substitutes “2.2.13”,

(xv) strikes out “2.2.15” wherever it appears and substitutes “2.2.14”,

(xvi) strikes out “2.2.16” wherever it appears and substitutes “2.2.15”,

(xvii) strikes out “2.2.17” wherever it appears and substitutes “2.2.16”,

(xviii) strikes out “2.2.18” wherever it appears and substitutes “2.2.17”, and

(xix) strikes out “2.2.19” wherever it appears and substitutes “2.2.18;

(b) strikes out section 2.2.2;

(c) renumbers sections 2.2.3 through 2.2.19 as sections 2.2.2 through 2.2.18, respectively;

(d) in section 2.2.17, strikes out “section 2.2.16(b)” and substitutes “section 2.2.15(b)”;

(e) strikes out section 4.1 in its entirety;

(f) strikes out section 4.3 in its entirety; and

(g) renumbers sections 4.2 and 4.2.1 as sections 4.1 and 4.1.1, respectively.

19. In the FM-1 District Schedule, Council:

(a) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”; and

(b) strikes out section 4.1 in its entirety.

20. In the RR-1 District Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) strikes out “2.2.1,”,

(ii) strikes out “2.2.2” wherever it appears and substitutes “2.2.1”, and

(iii) strikes out “2.2.3” wherever it appears and substitutes “2.2.2”;

(b) strikes out section 2.2.1;

(c) renumbers sections 2.2.2 and 2.2.3 as sections 2.2.1 and 2.2.2, respectively;

(d) strikes out section 4.1 in its entirety;

(e) strikes out section 4.4 in its entirety;

(f) renumbers sections 4.2, 4.2.1, 4.2.2, 4.3, 4.3.1, 4.5, 4.5.1, 4.5.2 and 4.5.3 as sections 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 4.3, 4.3.1, 4.3.2 and 4.3.3, respectively;

(g) in sections 4.1.2 and 4.3.1(b), strikes out “section 4.1.2(h) of this schedule” and substitutes “section 10.41 of this by-law”;

(h) in section 4.2.1, strikes out “section 4.2.2” and substitutes “section 4.1.2”; and

(i) in section 4.3.3, strikes out “section 4.5” and substitutes “section 4.3”.

21. In the RR-2A and RR-2B Districts Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) strikes out “2.2.1,”,

(ii) strikes out “2.2.2” wherever it appears and substitutes “2.2.1”,

(iii) strikes out “2.2.3” wherever it appears and substitutes “2.2.2”, and

(iv) strikes out “2.2.4” wherever it appears and substitutes “2.2.3”;

(b) strikes out section 2.2.1;

(c) renumbers sections 2.2.2 through 2.2.4 as sections 2.2.1 through 2.2.3, respectively;

(d) strikes out section 4.1 in its entirety;

(e) strikes out section 4.4 in its entirety;

(f) renumbers sections 4.2, 4.2.1, 4.2.2, 4.3, 4.3.1, 4.5, 4.5.1, 4.5.2 and 4.5.3 as sections 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 4.3, 4.3.1, 4.3.2 and 4.3.3, respectively;

(g) in sections 4.1.2 and 4.3.1(b), strikes out “section 4.1.2(h) of this schedule” and substitutes “section 10.41 of this by-law”;

(h) in section 4.2.1, strikes out “section 4.2.2” and substitutes “section 4.1.2”; and

(i) in section 4.3.3, strikes out “section 4.5” and substitutes “section 4.3”.

22. In the RR-3A, RR-3B and RR-3C Districts Schedule, Council:

(a) in column 3 of the table in section 2.1:

(i) strikes out “, 2.2.6”, and

(ii) strikes out "2.2.7" wherever it appears and substitutes “2.2.6”;

(b) strikes out section 2.2.3;

(c) renumbers sections 2.2.4 through 2.2.7 as sections 2.2.3 through 2.2.6, respectively;

(d) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(e) strikes out section 4.1 in its entirety; and

(f) strikes out section 4.2 in its entirety.

23. In the C-1 District Schedule, Council:

(a) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(b) strikes out section 4.1 in its entirety; and

(c) strikes out section 4.2 in its entirety.

24. In the C-2 District Schedule, the C-2C District Schedule, and the C-2C1 District Schedule, Council:

(a) in section 3.1(c), adds “and” after “residential rental tenure;”;

(b) strikes out section 3.1(d);

(c) renumbers section 3.1(e) as section 3.1(d);

(d) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(e) strikes out section 4.1 in its entirety; and

(f) strikes out section 4.2 in its entirety.

25. In the C-2A District Schedule, Council:

(a) strikes out section 3.1.1.1(a), and substitutes the following:

“(a) is secured as 100% residential rental tenure, the maximum floor space ratio is 3.50 provided that the floor space ratio for non-dwelling uses on the first storey facing the street is at least 0.35; or”;

(b) in section 4, strikes out “All uses in this district, except uses that are regulated by other district schedules, are subject to the following regulations.” and substitutes “[Reserved]”;

(c) strikes out section 4.1 in its entirety; and

(d) strikes out section 4.2 in its entirety.

26. In the C-2A, C-2D and C-2E Districts Schedule, Council:

(a) in section 3.1.1.2(a)(i), strikes out “provided that in the C-2A district, at least 35% of the total dwelling units have 2 or more bedrooms”;

(b) in section 4, strikes out “All uses in this district, except uses that are regulated by other district schedules, are subject to the following regulations.” and substitutes “[Reserved]”;

(c) strikes out section 4.1 in its entirety; and

(d) strikes out section 4.2 in its entirety.

27. In the C-2B District Schedule, Council:

(a) in section 3.1(b), adds “and” after “residential rental tenure;”;

(b) strikes out section 3.1(c);

(c) renumbers section 3.1(d) as section 3.1(c);

(d) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(e) strikes out section 4.1 in its entirety; and

(f) strikes out section 4.2 in its entirety.

28. In the C-3A District Schedule, Council:

(a) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(b) strikes out section 4.1 in its entirety; and

(c) strikes out section 4.2 in its entirety.

29. In the C-5, C-5A and C-6 Districts Schedule, Council:

(a) in section 3.1.2.13(a), strikes out “section 4.4 of this schedule” and substitutes “section 10.39 of this by-law”;

(b) strikes out section 4.1 in its entirety;

(c) strikes out section 4.2 in its entirety; and

(d) renumbers sections 4.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.3.6, 4.3.7, 4.3.8, 4.3.9 and 4.3.10 as sections 4.1, 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.9 and 4.1.10, respectively.

30. In the C-7 and C-8 Districts Schedule, Council:

(a) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(b) strikes out section 4.1 in its entirety; and

(c) strikes out section 4.2 in its entirety.

31. In the FC-1 District Schedule, Council:

(a) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”; and

(b) strikes out section 4.1 in its entirety.

32. In the FC-2 District Schedule, Council:

(a) in section 4, strikes out “All uses in this district are subject to the following regulations.” and substitutes “[Reserved]”;

(b) strikes out section 4.1 in its entirety; and

(c) strikes out section 4.2 in its entirety.

33. In the IC-3 District Schedule, Council:

(a) strikes out section 4.1 in its entirety;

(b) renumbers sections 4.2, 4.2.1, 4.2.2, 4.2.3 and 4.2.4 as sections 4.1, 4.1.1, 4.1.2, 4.1.3 and 4.1.4, respectively; and

(c) in section 4.1.1, strikes out “section 4.2” and substitutes “section 4.1”.

34. In the MC-1 and MC-2 Districts Schedule, Council:

(a) in section 4, strikes out “these districts” and substitutes “the MC-2 district”; and

(b) strikes out section 4.2 in its entirety.

35. In the HA-1 and HA-1A Districts Schedule, Council:

(a) strikes out section 4.1 in its entirety;

(b) strikes out section 4.4 in its entirety;

(c) renumbers sections 4.2, 4.2.1, 4.3, 4.3.1, 4.5 and 4.5.1 as sections 4.1, 4.1.1, 4.2, 4.2.1, 4.3 and 4.3.1, respectively.

36. In section 4 of the HA-2 District Schedule, Council strikes out section 4.1 in its entirety and substitutes the following:

“**4.1 Access to Natural Light**

4.1.1 Each bedroom and each living room must have at least 1 window on an exterior wall of a building.”.

37. In the HA-3 District Schedule, Council:

(a) strikes out section 4.1 in its entirety;

(b) strikes out section 4.2 in its entirety; and

(c) renumbers sections 4.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.3.6 and 4.3.7 as sections 4.1, 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.6 and 4.1.7, respectively.

38. This by-law is to come into force and take effect on October 27, 2026, except that unless agreed to, sections 2 through 37 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:

(a) any complete development permit applications for new buildings accepted on or before October 27, 2026; or

(b) any complete development permit applications for sites in the RM-8A district or in an RR, R3, R4, or R5 district accepted after October 27, 2026 where a rezoning initiated by an applicant other than the Director of Planning was approved in principle on or before October 27, 2026.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend CD-1 (918)
By-Law No. 14581

Following the Council meeting on July 28, 2026, Council resolved to amend CD-1 (918) for 2111 Main Street to align with apartment regulation updates. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2111 Main Street

BY-LAW NO. _____

A By-law to amend CD-1 (918)
By-law No. 14581

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. 14581.

2. Council strikes out Section 6.2 and substitutes the following:

"6.2 At least 35% of the total number of below-market rental dwelling units and at least 35% of the other dwelling units must have 2 or more bedrooms, of which at least 5% of the total number of below-market rental dwelling units and 5% of the total number of other dwelling units must have 3 or more bedrooms.".

3. Council strikes out Section 7.5(a) and substitutes the following:

"(a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that balconies must not be enclosed for the life of the building;".

4. Council strikes out Sections 7.5(e) and (f) and substitutes the following:

"(e) either:

(i) 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, or

(ii) up to 6% of the residential floor area, if a minimum of 2.3 m^2 of residential storage area is provided within or accessory to each dwelling unit; and

(f) all storage area below base surface for non-dwelling uses and, if section 7.5(e)(ii) applies, all storage area below base surface for dwelling uses.".

5. Council strikes out Section 7.6 and substitutes:

"7.6 Computation of floor area and dwelling unit area may exclude:

(a) common amenity areas accessory to a dwelling use; and

(b) common amenity areas accessory to a non-dwelling use to a maximum of 10% of the total permitted floor area;

if the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines.".

6. Council strikes out Section 7.7 and substitutes the following:

"7.7 Where floor area associated with residential storage area is excluded under section 7.5(e)(i), a minimum of 20% of excluded floor area above base surface must be located within the below-market rental units as storage area.".

7. Council strikes out Section 9 in its entirety, including the title, and substitutes the following:

"**Access to Natural Light**

9. Each bedroom that is provided in order to comply with the minimum requirements set out in section 6.2 of this by-law and each living room must have at least 1 window on an exterior wall of a building.".

8. 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 (927)
By-Law No. 14705

Following the Council meeting on July 28, 2026, Council resolved to amend CD-1 (927) for 4911-5255 Heather Street, 637-657 West 37th Avenue and 620-689 West 35th Avenue (Heather Lands - South), to align with apartment regulation updates. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

4911-5255 Heather Street,
637-657 West 37th Avenue, and
620-689 West 35th Avenue
(Heather Lands (South))

BY-LAW NO. _____

A By-law to amend CD-1 (927)
By-law No. 14705

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. 14705.

2. Council strikes out Section 7.7(a) and substitutes the following:

> "(a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that balconies must not be enclosed for the life of the building;".

3. In Section 7.8(b), Council strikes out ", to a maximum of 2,892 m^2".

4. Council strikes out Sections 8.1 and 8.2 and substitutes the following:

> "8. Each bedroom that is provided in order to comply with the minimum requirements set out in sections 6.6 and 6.7 of this by-law and each living room must have at least 1 window on an exterior wall of a building."

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 CD-1 (925)
By-Law No. 14673

Following the Council meeting on July 28, 2026, Council resolved to amend CD-1 (925) for 2110 West 5th Avenue to align with apartment regulation updates. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2110 West 5th Avenue

BY-LAW NO. _____

A By-law to amend CD-1 (925)
By-law No. 14673

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. 14673.

2. Council strikes out Section 5.2 and substitutes the following:

"5.2 At least 35% of the total number of below-market rental dwelling units and at least 35% of the other dwelling units must have 2 or more bedrooms, of which at least 5% of the total number of below-market rental dwelling units and 5% of the total number of other dwelling units must have 3 or more bedrooms.".

3. Council strikes out Section 6.5(a) and substitutes the following:

"(a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that balconies must not be enclosed for the life of the building;".

4. Council strikes out Sections 6.5(e) and (f) and substitutes the following:

"(e) either:

(i) 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, or

(ii) up to 6% of the residential floor area, if a minimum of 2.3 m^2 of residential storage area is provided within or accessory to each dwelling unit; and

(f) all storage area below base surface for non-dwelling uses and, if section 6.5(e)(ii) applies, all storage area below base surface for dwelling uses.".

5. Council strikes out Section 6.6 and substitutes the following:

"6.6 Computation of floor area and dwelling unit area may exclude:

(a) common amenity areas accessory to a dwelling use; and

(b) common amenity areas accessory to a non-dwelling use to a maximum of 10% of the total permitted floor area;

if the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines.".

6. Council strikes out Section 6.7 and substitutes the following:

"6.7 Where floor area associated with residential storage area is excluded under section 7.5(e)(i), a minimum of 20% of excluded floor area above base surface must be located within the below-market rental units as storage area.".

7. Council strikes out Sections 8.1 and 8.2 and substitutes the following:

"8. Each bedroom that is provided in order to comply with the minimum requirements set out in section 5.2 of this by-law and each living room must have at least 1 window on an exterior wall of a building.".

8. 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 (928)
By-Law No. 14710

Following the Council meeting on July 28, 2026, Council resolved to amend CD-1 (928) for 2158-2170 West 1st Avenue to align with apartment regulation updates. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2158-2170 West 1st Avenue

BY-LAW NO. _____

A By-law to amend CD-1 (928)
By-law No. 14710

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. 14710.

2. Council strikes out Section 5.2 and substitutes the following:

"5.2 At least 35% of the total number of below-market rental dwelling units and at least 35% of the other dwelling units must have 2 or more bedrooms, of which at least 5% of the total number of below-market rental dwelling units and 5% of the total number of other dwelling units must have 3 or more bedrooms.".

3. Council strikes out Section 6.5(a) and substitutes the following:

"(a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that balconies must not be enclosed for the life of the building;".

4. Council strikes out Sections 6.5(e) and (f) and substitutes the following:

"(e) either:

(i) 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, or

(ii) up to 6% of the residential floor area, if a minimum of 2.3 m^2 of residential storage area is provided within or accessory to each dwelling unit; and

(f) all storage area below base surface for non-dwelling uses and, if section 6.5(e)(ii) applies, all storage area below base surface for dwelling uses.".

5. Council strikes out Section 6.6 and substitutes the following:

"6.6 Computation of floor area and dwelling unit area may exclude:

(a) common amenity areas accessory to a dwelling use; and

(b) common amenity areas accessory to a non-dwelling use to a maximum of 10% of the total permitted floor area;

if the Director of Planning or Development Permit Board considers all applicable Council policies and guidelines.".

6. Council strikes out Section 6.7 and substitutes the following:

"6.7 Where floor area associated with residential storage area is excluded under section 6.5(e)(i), a minimum of 20% of excluded floor area above base surface must be located within the below-market rental units as storage area.".

7. Council strikes out Sections 8.1 and 8.2 and substitutes the following:

"8. Each bedroom that is provided in order to comply with the minimum requirements set out in section 5.2 of this by-law and each living room must have at least 1 window on an exterior wall of a building.".

8. 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 February 5, 2026, Council gave conditional approval to the rezoning of the site at 1613-1625 Nanaimo Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law, as amended pursuant to a Report entitled “Updating Apartment Regulations” approved by Council on July 28, 2026, will implement Council's resolutions.

Director of Legal Services
October 27, 2026

1613-1625 Nanaimo 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 (938).

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 Mixed-Use Residential Building;

(c) Institutional Uses;

(d) Live-Work Use;

(e) Office Uses;

(f) Retail Uses;

(g) Service Uses;

(h) Utility and Communication Uses; and

(i) 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 2 or more bedrooms.

4.2 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.

4.3 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 that 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 710 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 2.80.

5.3 The total floor area for commercial uses must be a minimum of 139 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 balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that 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; and

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

(e) either:

(i) 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, or

(ii) up to 6% of the residential floor area, if a minimum of 2.3 m^2 of residential storage area is provided within or accessory to each dwelling unit; and

(f) all storage area below base surface for non-dwelling uses and, if section 5.5(e)(ii) applies, all storage area below base surface for dwelling uses.

5.6 The Director of Planning or Development Permit Board may exclude common amenity areas from the computation of 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 19 m.

6.2 Despite section 6.1 of this by-law and 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. Each bedroom that is provided in order to comply with the minimum requirements set out in section 4.1 of this by-law and each living room must have at least 1 window on an exterior wall of a building.

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 **C-1** to **CD-1**

RZ- 1613-1625 Nanaimo Street	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2026-02-05	

10A

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 1613-1625 Nanaimo 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
October 27, 2026

1613-1625 Nanaimo 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 (938).

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 Mixed-Use Residential Building;

(c) Institutional Uses;

(d) Live-Work Use;

(e) Office Uses;

(f) Retail Uses;

(g) Service Uses;

(h) Utility and Communication Uses; and

(i) 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 2 or more bedrooms.

4.2 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.

4.3 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 that 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 710 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 2.80.

5.3 The total floor area for commercial uses must be a minimum of 139 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; and

(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 19 m.

6.2 Despite section 6.1 of this by-law and 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 **C-1** to **CD-1**

RZ- 1613-1625 Nanaimo Street	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2026-02-05	

EXPLANATION

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

Following the Public Hearings on February 17 and March 4, 2026, Council gave conditional approval to the rezoning of the site at 2202-2212 West 10th Avenue and 2221 Marstrand Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law, as amended pursuant to a Report entitled “Updating Apartment Regulations” approved by Council on July 28, 2026, will implement Council's resolutions.

Director of Legal Services
October 27, 2026

2202-2212 West 10th Avenue and
2221 Marstrand Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

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

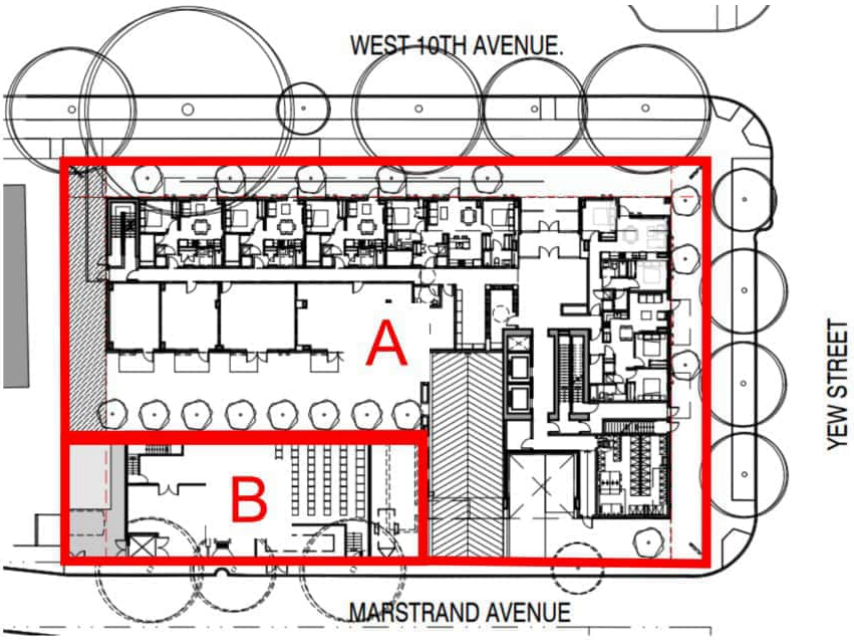
Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (940).

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 conditions of use, the maximum permitted density, and the building height of each sub-area.

Figure 1: Sub-areas



Definitions

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

(a) for the purpose of calculating the total dwelling unit area for section 6.1 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 7.5 of this by-law; and

(b) "Below-Market Rental Units" means dwelling units that meet the requirements of approved Council policies and guidelines for below-market rental housing, as secured by a housing agreement and registered on title to the property.

Uses

5. 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, limited to Public Utility Use; and

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

Conditions of Use

6.1 A minimum of 20% of the total dwelling unit area must be below-market rental units.

6.2 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;

(b) at least 35% of the total number of below-market rental dwelling units and at least 35% of the other dwelling units must have 2 or more bedrooms, of which at least 5% of the total number of below-market rental dwelling units and 5% of the total number of other dwelling units must have 3 or more bedrooms.

6.3 Sub-area B is limited to public utility use.

Floor Area and Density

7.1 Computation of floor area must assume that the site area is 2,322.9 m^2, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

7.2 The maximum floor space ratio for all uses combined is 6.65.

7.3 In sub-area A, the maximum floor space ratio for all uses combined is 6.5.

7.4 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.

7.5 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 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) either:

(i) 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, or

(ii) up to 6% of the residential floor area, if a minimum of 2.3 m^2 of residential storage area is provided within or accessory to each dwelling unit; and

(f) all storage area below base surface for non-dwelling uses and, if section 7.5(e)(ii) applies, all storage area below base surface for dwelling uses.

(g) all floor area below base surface for public utility use.

7.6 The Director of Planning or Development Permit Board may exclude common amenity areas from the computation of 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.

7.7 Where floor area associated with residential storage area is excluded under section 7.5(e)(i), 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

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

8.2 Despite section 8.1 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.

Table 1: Permitted Building Height

Sub-area	Building height
A	76.2 m
B	9.9 m

Access to Natural Light

9. Each bedroom that is provided in order to comply with the minimum requirements set out in section 6.2 of this by-law and each living room must have at least 1 window on an exterior wall of a building.

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 property outlined in black (▬) is rezoned:
From **C-7** to **CD-1**

RZ - 2202-2212 West 10th Avenue & 2221 Marstrand Avenue	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2026-02-17	

11A

EXPLANATION

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

Following the Public Hearings on February 17 and March 4, 2026, Council gave conditional approval to the rezoning of the site at 2202-2212 West 10th Avenue and 2221 Marstrand 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
October 27, 2026

2202-2212 West 10th Avenue and
2221 Marstrand Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

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

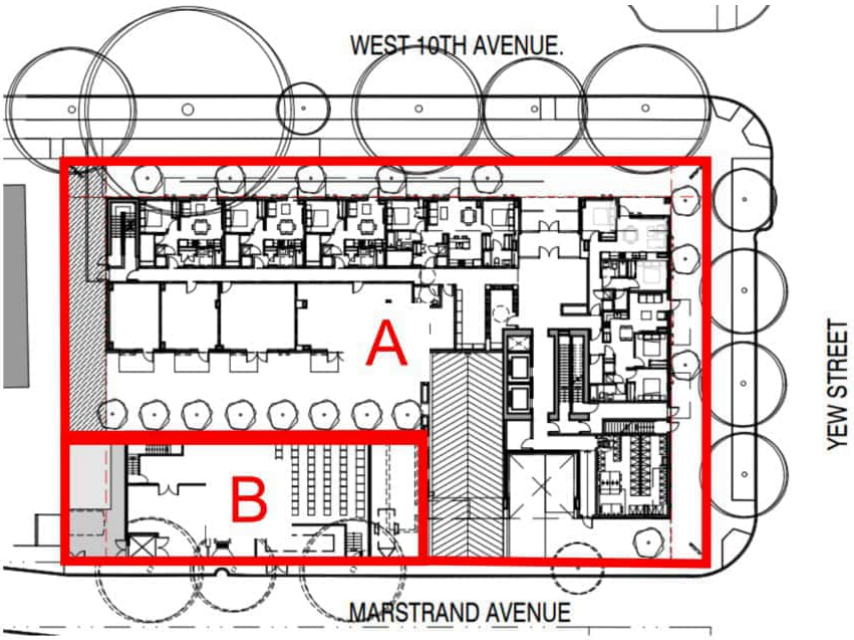
Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (940).

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 conditions of use, the maximum permitted density, and the building height of each sub-area.

Figure 1: Sub-areas



Definitions

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

(a) for the purpose of calculating the total dwelling unit area for section 6.1 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 7.5 of this by-law; and

(b) "Below-Market Rental Units" means dwelling units that meet the requirements of approved Council policies and guidelines for below-market rental housing, as secured by a housing agreement and registered on title to the property.

Uses

5. 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, limited to Public Utility Use; and

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

Conditions of Use

6.1 A minimum of 20% of the total dwelling unit area must be below-market rental units.

6.2 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;

(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.

6.3 Sub-area B is limited to public utility use.

Floor Area and Density

7.1 Computation of floor area must assume that the site area is 2,322.9 m^2, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

7.2 The maximum floor space ratio for all uses combined is 6.65.

7.3 In sub-area A, the maximum floor space ratio for all uses combined is 6.5.

7.4 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.

7.5 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 floor area being provided, 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;

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

(g) all floor area below base surface for public utility use.

7.6 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.

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

Building Height

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

8.2 Despite section 8.1 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.

Table 1: Permitted Building Height

Sub-area	Building height
A	76.2 m
B	9.9 m

Access to Natural Light

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

9.2 For the purposes of section 9.1 above, habitable room means any room except a bathroom or a kitchen.

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 property outlined in black (▬) is rezoned:
From **C-7** to **CD-1**

RZ - 2202-2212 West 10th Avenue & 2221 Marstrand Avenue	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2026-02-17	

EXPLANATION

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
regarding the Regional Context Statement amendments and
redesignation of 1550 Burrard Street and 1655 West 1st Avenue to Mixed-Use High-Rise 2

Following the Public Hearing on July 21, 2026, Council resolved to amend the Vancouver Official Development Plan to change the Generalized Land Use (GLU) designation of 1550 Burrard Street and 1655 West 1st Avenue ("former Molson Brewery site") from "Industrial and Employment" to "Mixed-Use High-Rise 2" and to change the regional land use designation from "Industrial" to "General Urban" in the Regional Context Statement. 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
October 27, 2026

BY-LAW NO.

A By-law to amend
Vancouver Official Development Plan By-law No. 14660
regarding the Regional Context Statement amendments and
redesignation of 1550 Burrard Street and 1655 West 1st Avenue to Mixed-Use High-Rise 2

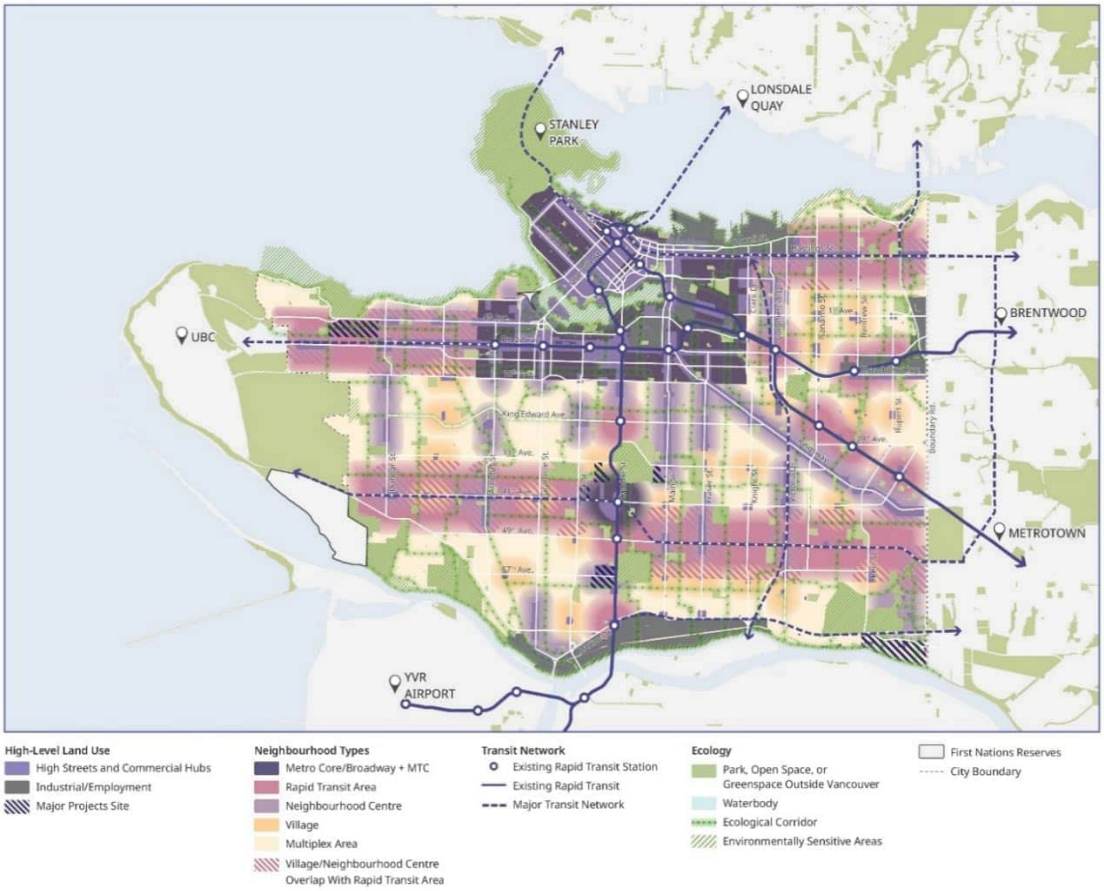
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

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 Mixed-Use High-Rise 2, and amends all corresponding illustrative maps in Part 4 accordingly.

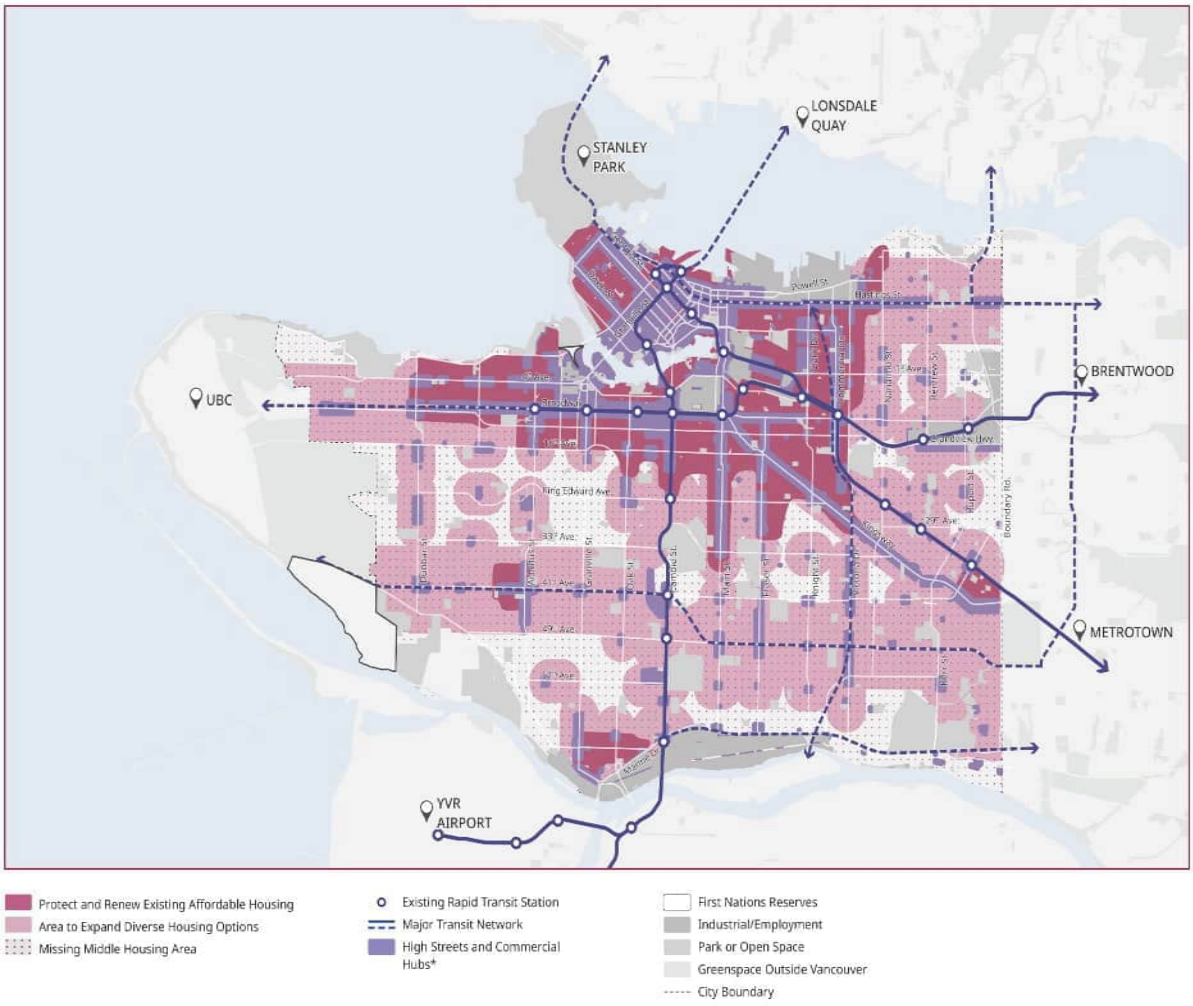
3. In Part 4, Council strikes out Map 2, substitutes the following, and amends all corresponding illustrative maps in Part 4 accordingly.

"**Map 2:** Urban Structure Strategy



4. In Part 5, Council strikes out Map 5 and substitutes the following:

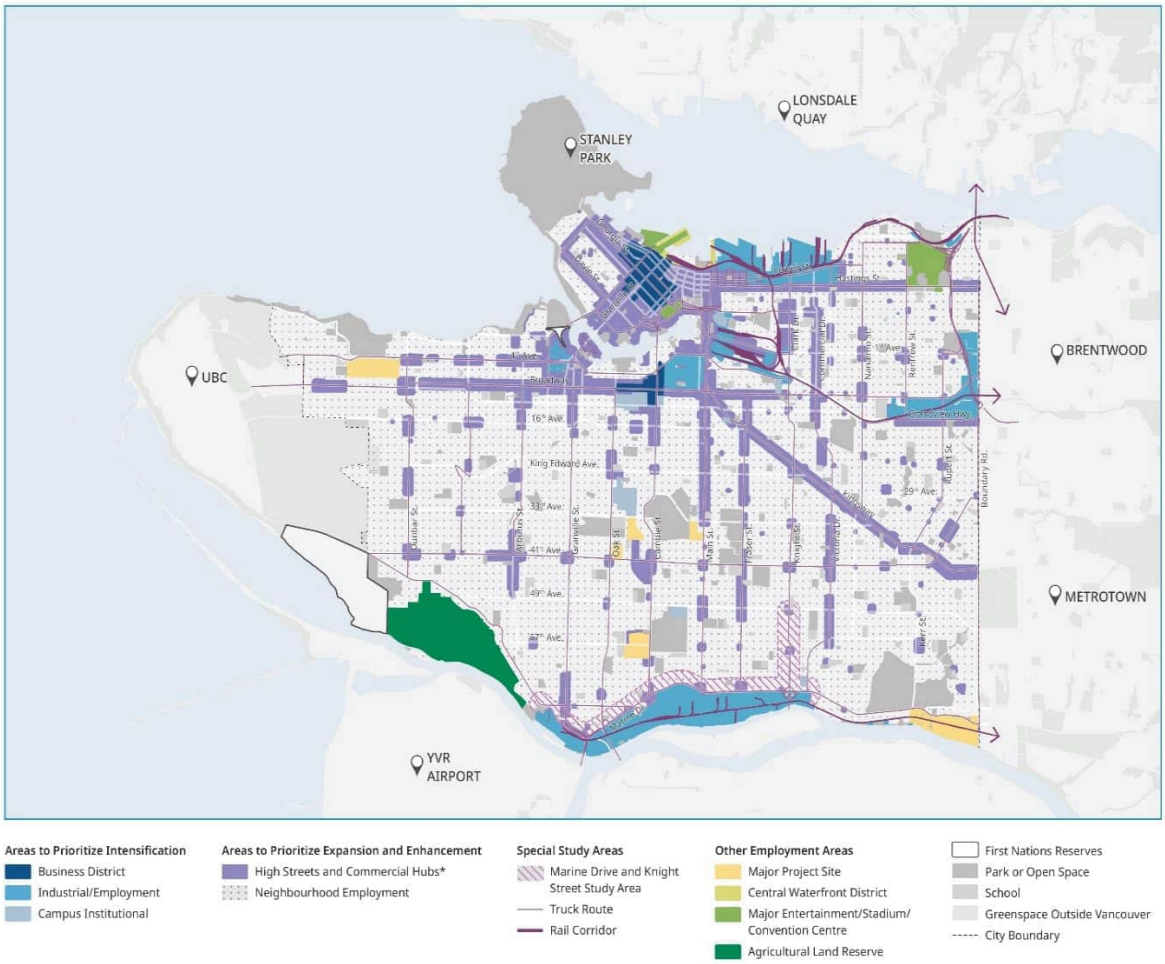
"**Map 5:** Housing opportunities



".

5. In Part 5, Council strikes out Map 6 and substitutes the following:

"**Map 6:** Employment area opportunities



".

6. In Part 5, Council strikes out Map 8 and substitutes the following:

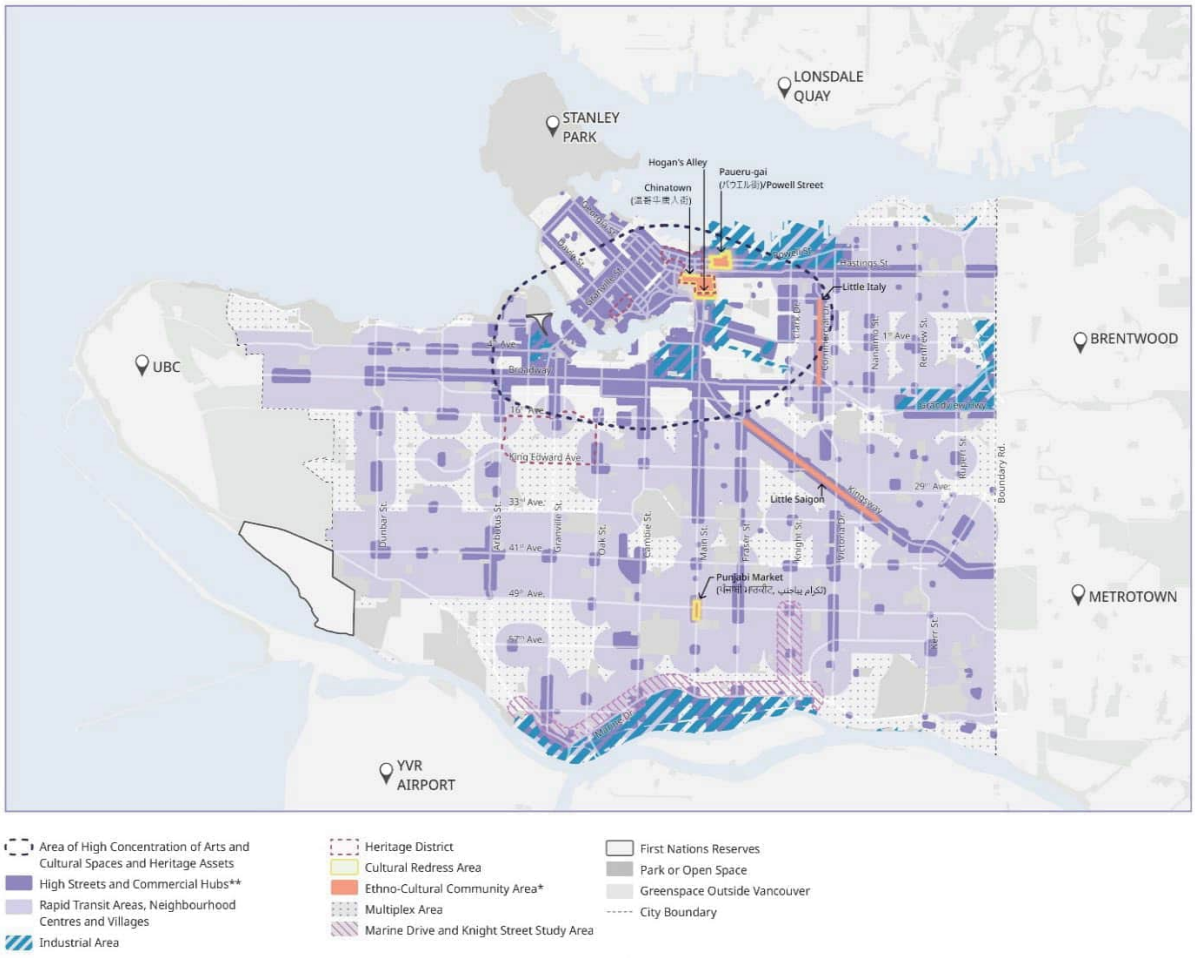
"**Map 8:** Long-term transit network



".

7. In Part 5, Council strikes out Map 16 and substitutes the following:

"**Map 16:** Arts, culture and heritage policy support areas



".

8. In Appendix A and Appendix B, Council amends the regional designation of the lands identified in the map attached to this by-law as Schedule B by amending Maps A1 and B1 to redesignate the site to General Urban and amends all corresponding illustrative maps in Part 4 accordingly.

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.

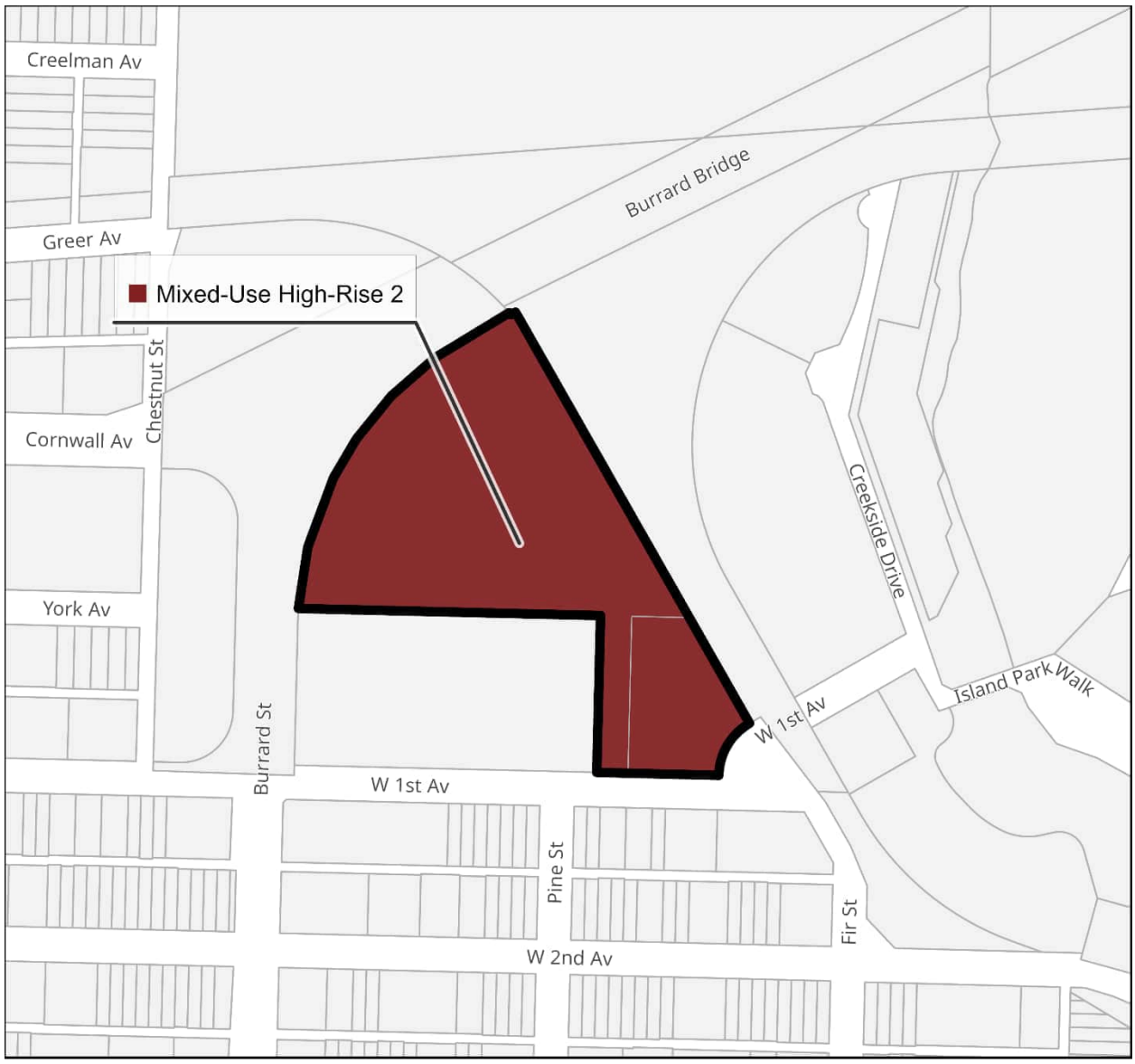
10. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



Generalized Land Use Designation

0 55 110 220 Meters

Schedule B


Creelman Ave
Greer Ave
Burrard Bridge
General Urban
Chestnut St
Cornwall Ave
Creekside Drive
York Ave
Island Park Walk
W 1st Ave
Burrard St
W 1st Ave
Pine St
Fir St
W 2nd Ave
Regional Land Use Designation
0 55 110 220
Meters

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 26, 2026, Council gave conditional approval to the rezoning of the site at 441 East Pender 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 resolution.

Director of Legal Services
October 27, 2026

441 East Pender 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 (939).

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) Dwelling Uses, limited to Apartment and Micro Dwelling; and

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

Conditions of Use

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

4.2 The design and layout of at least 9% of the dwelling units used for social housing must:

(a) be suitable for family housing; and

(b) include two or more bedrooms.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 850.3 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 3.1.

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

5.4 Computation of floor area must exclude:

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

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

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

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

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

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

(ii) bicycle storage, and

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

(d) entries, porches 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.

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

Building Height

6.1 Building height must not exceed 23 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, 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 28 m.

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

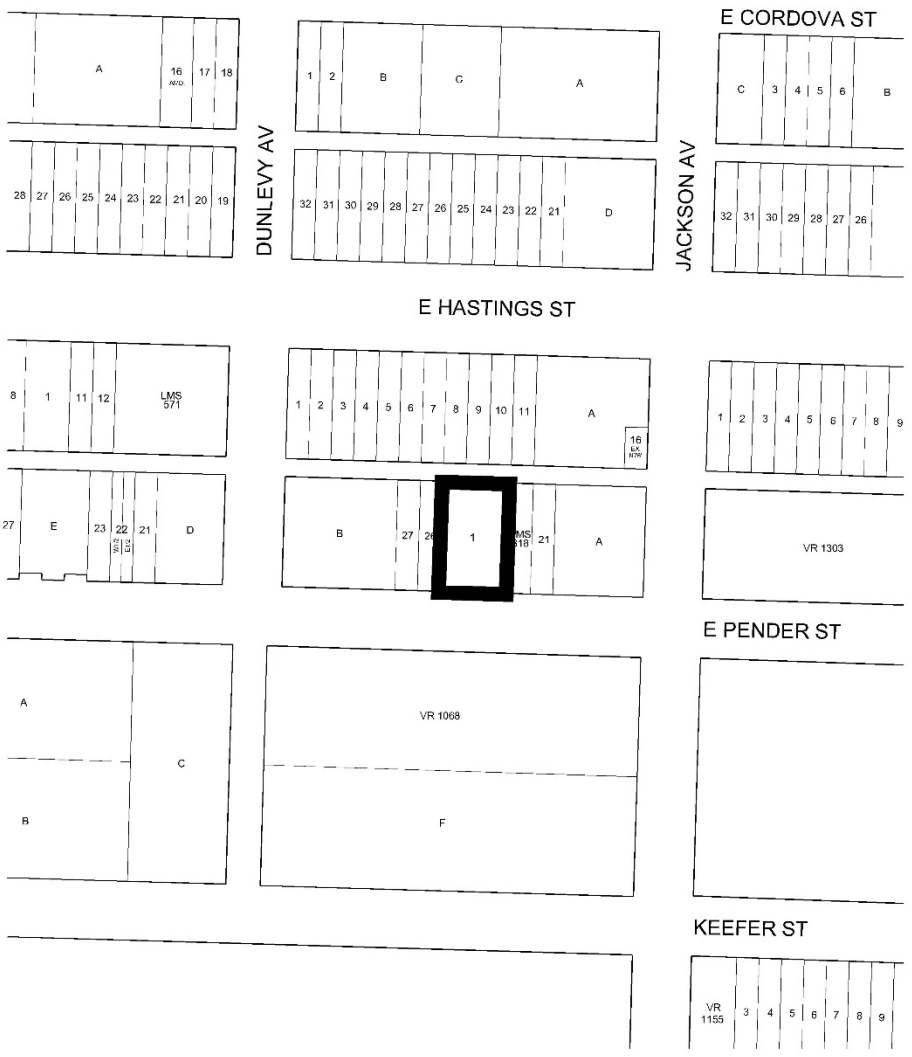
9. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



The properties outlined in black (■) are rezoned:
From **RT-3** to **CD-1**

RZ - 441 East Pender Street	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2026-02-26	

EXPLANATION

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

Following the Public Hearings on February 25 and 27, 2025, Council gave conditional approval to the rezoning of the site at 8366-8380 Beatrice 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
October 27, 2026

8366-8380 Beatrice Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This by-law amends the indicated provisions or schedules of the Zoning and Development By-law No. 3575.

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

3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the R1-1 district to the RR-2A district.

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

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

Schedule A



The properties outlined in black (▬) are rezoned:
From **R1-1** to **RR-2A**

RZ - 8366-8380 Beatrice Street	map: 1 of 1 scale: NTS	↑
City of Vancouver	ph date: 2025-02-25	

EXPLANATION

A By-law to amend CD-1 (363)
By-law No. 7679

Following the Public Hearing on April 14, 2026, Council resolved to amend CD-1 (363) for 1055-1085 Canada Place and 1001-1045 West Waterfront Road, to increase the maximum floor area of sub-area 2 and increase the maximum height for structures between the Vancouver Convention and Exhibition Centre and the harbour headline, to permit a 250-room floating hotel and a new dock at water level with a public walkway and commercial uses. 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
October 27, 2026

1055-1085 Canada Place and
1001-1045 West Waterfront Road

BY-LAW NO. ____

A By-law to amend CD-1 (363)
By-law No. 7679

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. 7679.

2. Council adds a new Section 4.2 in the correct numerical order as follows:

"4.2 All commercial uses and accessory uses in sub-area 2 must be carried on wholly within a completely enclosed building, other than the following:

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

(d) farmers' market;

(e) neighbourhood public house;

(f) public bike share;

(g) restaurant; and

(h) beauty and wellness centre."

3. In Section 6.1, Council strikes out Table 1 and substitutes the following:

"**Table 1**
Maximum Floor Area (in square metres)

Use	Sub-Areas (from Diagram 1)				
	1	**2**	**3**	**4**	**Total**
Office	20 312	0	N/A	N/A	20 312
General Office Live-Work on development Parcel 2B	21 500	N/A	N/A	N/A	21 500
Hotel, Office, General Office Live Work, Retail and Service Uses on Development Parcel 2A	75 832 except that General Office Live Work is limited to 37 160 and Retail and Service Uses combined are limited to 4 875	N/A	N/A	N/A	75 832
Hotel in Sub-Area 2	N/A	13,202	N/A	N/A	13,202
Retail and Service, excluding Hotel	3 665	290	975	N/A	4 930
Covered walkways accessory to Retail and Service	N/A	155	N/A	N/A	155
Retail and Service in conjunction with Convention and Exhibition Centre, excluding Hotel	N/A	8 749	N/A	N/A	8 749
Convention and Exhibition Centre	N/A	47 752	N/A	N/A	47 752
Exhibition Hall in conjunction with Convention and Exhibition Centre	N/A	21 075	N/A	N/A	21 075
Cultural and Recreational Uses	N/A	10 000	10 000	N/A	20 000
Total	121 309	101 223	10 975	0	233 507

".

4. Council renumbers Section 7.6 as section 7.7.

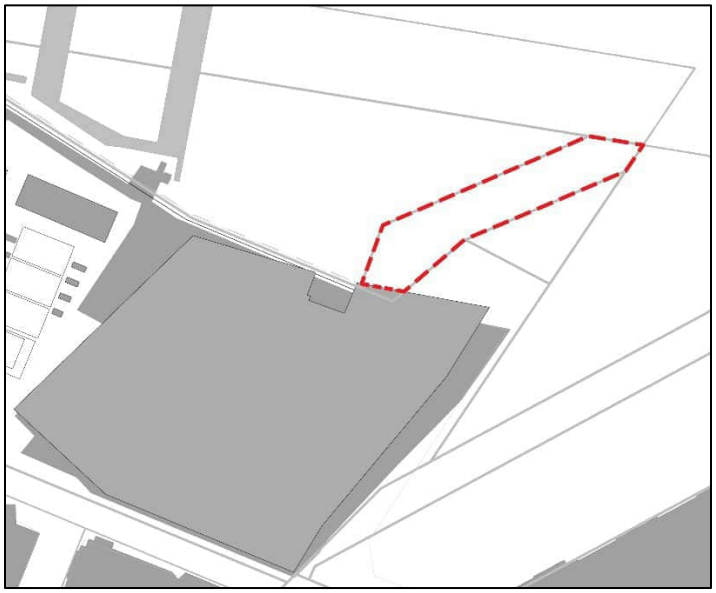
5. Council adds a new Section 7.6 in the correct numerical order as follows:

"7.6 Despite sections 7.4 and 7.5, the Director of Planning or Development Permit Board may permit an increase in the maximum height in sub-area 2A, as shown on the map of sub-area 2A, between the harbour headline and any waterfront pathway for a structure containing a hotel and any accessory uses to the hotel up to a maximum of 20.0 m geodetic elevation including architectural appurtenances, if it first considers:

(a) the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the relationship between the development and the adjacent convention and exhibition centre and commercial areas; and

(b) the height, bulk, location, and design of the structure and its effect on the site, surrounding buildings and open space, the waterfront pathway, streets, and existing views.

Map of Sub-area 2A:



".

6. 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: 1770 West 12th Avenue

After a public hearing on May 20, 2025, Council approved in principle the land owner's application to rezone the above noted property from RM-3 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was approved by Council under By-law No. 14724 and registered on title to the development lands under land title registration numbers CB2873005 to CB2873006 (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 July 28, 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. 14724 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
October 27, 2026

BY-LAW NO. _____

A By-law to enact a Housing Agreement for 1770 West 12th 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 described as:

032-283-849	Lot 1 District Lot 526 Group 1 New Westminster District Plan EPP138293

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

Natalie Marach, Barrister & Solicitor
Stikeman Elliott LLP, 2700 - 666 Burrard Street
Vancouver BC V6C 2X8
604-631-1300

File Matter No: 147730-1047
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
032-283-849	**LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP138293**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Instrument**
PRIORITY AGREEMENT		**granting the Section 219 Covenant with one number less than this priority agreement priority over Mortgage CB944984 and Assignment of Rents CB944985 (Last Page)**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BURRARD AND TWELFTH PROPERTY (NOMINEE) LTD., NO.BC1438510

THE TORONTO-DOMINION BANK, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
AVERY TSANG BARRISTER & SOLICITOR STIKEMAN ELLIOTT LLP SUITE 2700 PARK PLACE 666 BURRARD STREET VANCOUVER, BRITISH COLUMBIA, CANADA V6C 2X8 (604) 631-1300	YYYY-MM-DD 2026 - 09 - 22	**BURRARD AND TWELFTH PROPERTY (NOMINEE) LTD.** By their Authorized Signatory **Name:** Hunter Smeaton **Name:**

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**THE TORONTO-DOMINION BANK** 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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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	**BURRARD AND TWELFTH PROPERTY (NOMINEE) LTD.** 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)
MORRIS CHOY Barrister & Solicitor McCarthy Tétrault LLP SUITE 2400 - 745 THURLOW STREET VANCOUVER, B.C. V6E 0C5 DIRECT 604-643-5989	YYYY-MM-DD 2026-9-14	**THE TORONTO-DOMINION BANK** By their Authorized Signatory **Name:** Gina Lai **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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

1770 WEST 12TH AVENUE

WHEREAS:

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

(i) the Transferor, **BURRARD AND TWELFTH PROPERTY (NOMINEE) LTD.**, is called the "**Owner**", as more particularly defined in Section 1.1; and

(ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-3 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units as required by the Broadway Plan, and which also satisfies the requirements under Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, which condition was amended by City Council on July 29, 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 subject to other conditions set forth in the minutes of the public hearing; 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 the Broadway Plan and Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

(f) "**Broadway Plan**" means the area plan for the neighbourhoods surrounding the Broadway Subway line, approved by City Council on June 22, 2022, as may be amended from time to time hereafter;

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

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

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

(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, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(q)(i), 1.1(q)(ii) or 1.1(q)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(q);

(r) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(s) **"Existing Units"** means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;

(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 collectively meet or exceed the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein) which, for greater certainty, will include all market rental Dwelling Units if 20% of the total Dwelling Units are provided as Below-Market Rental Housing Units;

(v) **"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;

(w) "**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;

(x) "**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;

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

(z) "**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;

(aa) "**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;

(bb) **"Modification Agreement"** has the meaning ascribed to it in Section 2.1(o)(vi);

(cc) "**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;

(dd) "**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;

(ee) "**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;

(ff) **"Outside Date"** means July 29, 2028, being the date that is two years after the approval in principle by City Council of the amendment to the Housing Condition;

(gg) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, BURRARD AND TWELFTH PROPERTY (NOMINEE) LTD., and its successors and assigns;

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

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

(jj) "**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;

(kk) "**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,

provided that "Related Person" excludes any property management staff reasonably engaged by the Owner to manage the New Building, such that, for greater certainty, the occupancy of no more than one (1) Rental Housing Unit by such property management staff will not be a breach of this Agreement;

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

(mm) "**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;

(nn) **"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;

(oo) "**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;

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

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

(rr) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

(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) **"Stage One Building Permit"** means a building permit issued by the City authorizing, *inter alia*, the excavation, shoring and/or foundation of the New Building as contemplated by the Rezoning By-law and the Development Permit;

(ww) **"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;

(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) **"Tenant Relocation and Protection Policy"** means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter and the Tenant Relocation and Protection Policy Bulletin dated Jun 19, 2019, as amended on June 30, 2024 and as may be further amended from time to time hereafter;

(aaa) **"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;

(bbb) "**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;

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

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

(eee) "**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. For greater certainty, the percentage of the residential floor areas remaining after the calculation of the floor area for the Below-Market Rental Housing Units, may be used for market rental housing units, and the term "For-Profit Affordable Rental Housing Units" will also refer to such market rental housing units as the context may require. 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); and

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

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

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

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

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

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

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

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

(g) in connection with Section 2.1(e), throughout the Term, except with respect to any prospective tenants or Tenants that are Returning Tenants, the Owner shall:

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

(ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such Tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(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, pursuant to the Rental Development Relief Program:

(i) if a Stage One Building Permit is issued prior to the Outside Date and the Stage One Building Permit is not revoked or does not become expired, 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; or

(ii) if a Stage One Building Permit is not issued prior to the Outside Date or is issued prior to the Outside Date but 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 equal to 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;

(iii) 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;

(iv) 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) or Section 2.1(o)(ii)(B), as applicable; and

(v) 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) or 2.1(o)(ii), as applicable. For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the New Building or a Below-Market Rental Housing Unit; and

(vi) subject to the 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**") which, *inter alia*, confirms the date of issuance of the Stage One Building Permit and the applicable rental rates for the Below-Market Rental Housing Units that are determined in accordance with Section 2.1(o)(i) and 2.1(o)(ii). The Owner will deliver the Modification Agreement to the Director of Legal Services for execution by the City 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; and

(p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;

(ii) have a starting rent that will not exceed:

(A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:

I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the *Residential Tenancy Act* between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or

(B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey;

(iii) be counted in the calculation of the minimum 20% floor area required to be used for the purpose of providing Below-Market Rental Housing Units; and

(iv) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

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

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

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS

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

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

(i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as:

(A) 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

(B) the Owner has fully registered the Modification Agreement and the Housing By-law Notice at the Land Title Office 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. Subject to Section 7.2, the Owner hereby:

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

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

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

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

C. withholding any permit pursuant to this Agreement; or

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

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

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

(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, email, 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 sent by email or 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:

Burrard and Twelfth Property (Nominee) Ltd.
Suite 2500 - 1075 West Georgia Street
Vancouver, British Columbia
V6E 3C9

Attention: President

or by email at: _____

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 Chargeholder**" means THE TORONTO-DOMINION BANK;

(b) "**Existing Charges**" means the Mortgage registered under number CB944984 and the Assignment of Rents registered under number CB944985;

(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: 4975 – 4997 Joyce Street

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

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a housing agreement for 4975 – 4997 Joyce Street

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

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

032-818-424 LOT A BLOCKS 17 AND 47 DISTRICT LOT 51 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP147161

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, Barristers and Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
604-685-3456

Lovneet Aujla (Krystal Wong)
File No.: 118499-189314
4975-4997 Joyce Street - Housing and Building Use Covenant Secured Rental and Below-Market Rental Housing

2. Description of Land

PID/Plan Number	Legal Description
032-818-424	**LOT A BLOCKS 17 AND 47 DISTRICT LOT 51 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP147161**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Instrument**
PRIORITY AGREEMENT		**Granting the Covenant with one registration number less than this priority agreement priority over Mortgage CB2721941 and Assignment of Rents CB2721942**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

JOYCE STREET PROPERTIES HOLDINGS LTD., NO.BC1577378

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

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
SONAL KAURA *Barrister & Solicitor* 1600 - 925 WEST GEORGIA ST. VANCOUVER, B.C. V6C 3L2 (604) 685-3456	YYYY-MM-DD 2026-10-02	**Joyce Street Properties Holdings Ltd.** By their Authorized Signatory Name: Karl Schmidt 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	**Bank of Montreal** 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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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	**Joyce Street Properties Holdings Ltd.** 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)
AARON HUANG A Commissioner for Taking Affidavits for British Columbia My Commission expires March 31, 2027 6th Floor - 595 Burrard Street Vancouver, BC, V7X 1L5	YYYY-MM-DD 2026-10-05	**Bank of Montreal** As to Priority By their Authorized Signatory **Name:** Brent McGlashan Managing Director **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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

4975-4997 JOYCE STREET

WHEREAS:

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

   (i) the Transferor, Joyce Street Properties Holdings Ltd., is called the "**Owner**", as more particularly defined in Section 1.1; and

   (ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-4 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, the registration of a housing agreement securing all of the residential units as secured rental housing units with at least 10 percent of the residential floor area counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units;

D. In fulfilment of the requirement in Recital C, the Owner caused to be registered a housing agreement under LTO Nos. CB2841974 to CB2841975 (the "**Original Housing Agreement**"), and the rezoning by-law (the "**Rezoning By-Law**") was enacted on July 28, 2026;

E. Under the Original Housing Agreement, the Owner would not be entitled to a waiver of Development Cost Levies;

F. The Owner has elected to secure all of the residential units as secured Class B for-profit affordable rental housing units, pursuant to Section 3.1A of the Vancouver DCL Bylaw, and with at least 10 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units, for the longer of 60 years and life of the New Building;

G. Accordingly, the Owner has requested and the City has agreed to enter into this agreement to replace the Original Housing Agreement.

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 10% 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;

(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) "**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, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(q)(i), 1.1(q)(ii) or 1.1(q)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(q);

(r) "**Existing Building**" means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(s) "**Existing Units**" means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;

(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 B for-profit affordable rental housing" (as defined therein);

(v) "**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;

(w) "**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;

(x) "**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;

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

(z) "**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;

(aa) "**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;

(bb) "**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;

(cc) "**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;

(dd) "**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;

(ee) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, Joyce Street Properties Holdings Ltd., and its successors and assigns;

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

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

(hh) "**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;

(ii) "**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;

(jj) "**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;

(kk) "**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;

(ll) "**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;

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

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

(oo) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

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

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

(rr) "**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;

(ss) "**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;

(tt) "**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;

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

(vv) "**Tenant Relocation and Protection Policy**" means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter;

(ww) "**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;

(xx) "**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;

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

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

(aaa) "**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 ten (10) 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(p) 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, except with respect to any prospective tenants or Tenants that are Returning Tenants, the Owner shall:

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

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

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

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(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 comply with the obligations of the Owner herein with respect to the lease or sublease of Below-Market Rental 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 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) the average initial monthly starting rents at occupancy for each unit type of the For-Profit Affordable Rental Housing Units will be at or below the amounts determined in accordance with Section 3.1A(e) of the Vancouver DCL By-law;

(p) 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 15% 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 ten (10) 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(p)(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 Section2.1(p)(i) . For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other

circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the New Building or a Below-Market Rental Housing Unit; and

(q) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;

(ii) have a starting rent that will not exceed:

(A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:

I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the *Residential Tenancy Act* between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or

(B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

(iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

(i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has confirmed in writing and to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the rent structure proposed to be charged to the first tenants of the For-Profit Affordable Rental Housing Units, including 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 rent roll for the For-Profit Affordable Rental Housing Units, including a Below-Market Rental Housing Rent Roll, confirming the rents to be charged to the first tenants of the For-Profit Affordable Rental Housing Units, including 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 For-Profit Affordable Rental Housing Units, including 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 For-Profit Affordable Rental Housing Units, including 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 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
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:

Joyce Street Properties Holdings Ltd.
401 - 1505 West 2nd Avenue
Vancouver, BC V6H 3Y4

Attention: Jamie Vaughan

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 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 ten (10) 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 ten (10) 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 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 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 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.

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 CB2721941 and the Assignment of Rents registered under number CB2721942;

(b) "**Existing Chargeholder**" means the Bank of Montreal;

(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

33737.186314.LSA1.30100492.3

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 1125 West 10th Avenue

After a Public Hearing on January 22 and 27, 2026 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

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

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 1125 West 10th 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 that are anticipated to be legally described as:

EPP155121	LOT A BLOCK 354 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP155121

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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

Schedule A

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

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

Attention: Scott J. Anderson (Peggy Chau)
File No.: 113694-177729

Housing Agreement and Building Use Covenant
Secured Rental and Below-Market Rental Housing
1125 West 10th Avenue, Vancouver

2. Description of Land

PID/Plan Number	Legal Description
EPP155121	**LOT A BLOCK 354 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP155121**

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)

A.M.R. INVESTMENTS LTD., NO.BC1555003

6. Transferee(s)

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

7. Additional or Modified Terms

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
SCOTT J. ANDERSON *Barrister & Solicitor* 1600 - 925 WEST GEORGIA ST. VANCOUVER, B.C. V6C 3L2 (604) 685-3456	YYYY-MM-DD 2026-10-06	**A.M.R. INVESTMENTS LTD.** By their Authorized Signatory **Print Name:** Reese Walford **Print Name:**

(as to all signatures)

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	**CITY OF VANCOUVER** By their Authorized Signatory **Print Name:** **Print Name:**

(as to all signatures)

Officer Certification

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

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

1125 West 10th Avenue

WHEREAS:

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

(i) the Transferor, **A.M.R. INVESTMENTS 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 and beneficial owner of the Lands;

C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from R5-3 (Residential) District to CD-1 (Comprehensive Development) District to permit the development of a 21-storey mixed-use residential building containing 162 rental units, of which 20% of the residential floor area will be for below-market rental units, and commercial space on the ground floor, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and

D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

(f) **"Broadway Plan"** means the area plan for the neighbourhoods surrounding the Broadway Subway line, approved by City Council on June 22, 2022, as may be amended from time to time hereafter;

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

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

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

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

(k) **"CMHC Rental Market Survey"** means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City

of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;

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

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

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

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

(p) **"Eligible Person"** means a person who:

(i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;

(ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and

(iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:

(A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

(B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;

(C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;

(D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and

(E) be:

I. a Canadian citizen;

II. an individual lawfully admitted into Canada for permanent residency;

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

IV. an individual who has applied for refugee status,

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

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(p)(i), 1.1(p)(ii) or 1.1(p)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(p);

(q) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(r) **"Existing Units"** means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;

(s) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;

(t) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);

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

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

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

(i) income assistance;

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

(iii) self-employment, including commission sales;

(iv) seasonal employment;

(v) Employment Insurance and WorkSafe BC insurance;

(vi) training allowances;

(vii) income from the Resettlement Assistance Program;

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

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

(x) pension incomes including:

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

(B) senior's supplement;

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

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

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

(F) foreign pensions,

but does not include:

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

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

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

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

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

(xvi) Universal Child Care Benefits;

(xvii) BC Childcare Subsidy;

(xviii) income from foster parenting;

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

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

(xxi) GST and Income Tax rebates;

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

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

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

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

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

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

(dd) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, **A.M.R. INVESTMENTS LTD.**, and its successors and assigns;

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

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

(gg) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this Agreement, a person may only have one principal residence;

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

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

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

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

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

(ii) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Independent Living Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

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

(kk) **"Replacement Below-Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Below-Market Rental Housing Unit"** means one such unit;

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

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

(nn) **"Returning Tenants"** means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and **"Returning Tenant"** means any one of them;

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

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

(qq) **"Seniors Supportive or Independent Living Housing"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;

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

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

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

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

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

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

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

(uu) **"Tenant Relocation and Protection Policy"** means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter;

(vv) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the General Manager of Planning, Urban Design and Sustainability, in accordance with the Tenant Relocation and Protection Policy;

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

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

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

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

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

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

1.2 Interpretation. In this Agreement:

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

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

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

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

(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); and

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

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

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

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

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

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

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

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

(g) in connection with Section 2.1(e), throughout the Term, except with respect to any prospective tenants or Tenants that are Returning Tenants, the Owner shall:

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

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

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

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(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; and

(p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;

(ii) have a starting rent that will not exceed:

(A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:

I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the *Residential Tenancy Act* between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or

(B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

(iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

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

and the Development Permit; and

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

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS

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

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

(i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

(ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5
RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

(a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;

(c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:

(i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

(d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6
ENFORCEMENT

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

ARTICLE 7
RELEASE AND INDEMNITY

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

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

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

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

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

C. withholding any permit pursuant to this Agreement; or

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

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

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

A.M.R. Investments Ltd.
32699 Downes Road
Abbotsford, British Columbia
V4X 1X2

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)

END OF DOCUMENT

EXPLANATION **19**

Authorization to enter into a Housing Agreement
Re: 461 – 479 East 16th Avenue

After a public hearing on May 7, 2025, Council approved in principle the land owner's application to rezone the above noted property from RM-4 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 461 – 479 East 16th 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:

EPP154986	Lot A Block 99 District Lot 301 Group 1 New Westminster District Plan EPP154986

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, Barristers and Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
604-685-3456

(112657-174612)
Ben Westerterp/sce
East 16th Development Matters - Affordable Rental Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
EPP154986	**LOT A BLOCK 99 DISTRICT LOT 301 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP154986**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Entire Agreement**
PRIORITY AGREEMENT		**Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CB2182602 and Assignment of Rents registered under CB2182603 in favour of Institutional Mortgage Capital Canada Inc.**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

MAIN TO FRASER INVESTMENTS INC. , NO.BC1443741

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

6. Transferee(s)

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

7. Additional or Modified Terms

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
SONAL KAURA *Barrister & Solicitor* 1600 - 925 WEST GEORGIA ST. VANCOUVER, B.C. V6C 3L2 (604) 685-3456	YYYY-MM-DD 2026-10-13	**MAIN TO FRASER INVESTMENTS INC.** By their Authorized Signatory **Name:** DAVID JACOBSON **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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

LTSA

Land Title Act

Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

2026-10-08

Curtis Nelson Jackson, Notary Public, Province of Ontario, limited to the attestation of instruments and the taking of affidavits, for IMC Limited Partnership and its subsidiaries, associated companies and affiliates.
Institutional Mortgage Capital Inc.
199 Bay Street, Suite 1900, Commerce Court West,
Toronto, Ontario M5L 1E9
Expires July 29, 2027.

Transferor / Transferee / Party Signature(s)

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
By their Authorized Signatory

Name: Darren Schmidt
Managing Partner

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

461-479 East 16th Avenue

WHEREAS:

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

(i) the Transferor, Main to Fraser Investments 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 RM-4 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and

D. The Owner 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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

(f) "**Broadway Plan**" means the area plan for the neighbourhoods surrounding the Broadway Subway line, approved by City Council on June 22, 2022, as may be amended from time to time hereafter;

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

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

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

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

(k) "**CMHC Rental Market Survey**" means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;

(l) "**Development Permit**" means any development permit issued by the City at any time following the Effective Date of this Agreement authorizing the development on the Lands (or any portion of the Lands) as contemplated by the Rezoning By-law;

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

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

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

(p) **"Eligible Person"** means a person who:

(i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;

(ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and

(iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:

(A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

(B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;

(C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;

(D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and

(E) be:

I. a Canadian citizen;

II. an individual lawfully admitted into Canada for permanent residency;

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

IV. an individual who has applied for refugee status,

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

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(p)(i), 1.1(p)(ii) or 1.1(p)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(p);

(q) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(r) **"Existing Units"** means the Dwelling Units in the Existing Building and **"Existing Unit"** means any one of them;

(s) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;

(t) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);

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

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

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

(i) income assistance;

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

(iii) self-employment, including commission sales;

(iv) seasonal employment;

(v) Employment Insurance and WorkSafe BC insurance;

(vi) training allowances;

(vii) income from the Resettlement Assistance Program;

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

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

(x) pension incomes including:

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

(B) senior's supplement;

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

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

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

(F) foreign pensions,

but does not include:

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

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

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

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

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

(xvi) Universal Child Care Benefits;

(xvii) BC Childcare Subsidy;

(xviii) income from foster parenting;

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

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

(xxi) GST and Income Tax rebates;

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

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

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

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

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

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

(dd) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, **Main to Fraser Investments Inc.**, and its successors and assigns;

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

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

(gg) "**Principal Residence**" means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and

utility bills and, for the purposes of this Agreement, a person may only have one principal residence;

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

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

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

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

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

(ii) "**Rental Housing**" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Independent Living Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

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

(kk) "**Replacement Below-Market Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(c) and "**Replacement Below-Market Rental Housing Unit**" means one such unit;

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

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

(nn) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

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

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

(qq) "**Seniors Supportive or Independent Living Housing**" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;

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

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

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

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

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

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

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

(uu) "**Tenant Relocation and Protection Policy**" means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter and the Tenant Relocation and Protection Policy Bulletin dated Jun 19, 2019, as amended on June 30, 2024 and as may be further amended from time to time hereafter;

(vv) "**Tenant Relocation Plan**" means the Owner's Tenant Relocation Plan submitted and approved by the General Manager of Planning, Urban Design and Sustainability, in accordance with the Tenant Relocation and Protection Policy;

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

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

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

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

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

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

1.2 Interpretation. In this Agreement:

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

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

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

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

(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) 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, and not less than:

(iii) 5% of the For-Profit Affordable Rental Housing Units that are not Below-Market Rental Housing Units; and

(iv) 5% 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); and

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

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

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

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

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

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

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

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

(g) in connection with Section 2.1(e), throughout the Term, except with respect to any prospective tenants or Tenants that are Returning Tenants, the Owner shall:

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

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

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

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(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, 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;

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

(i) the initial rental rate for each tenancy of a Below-Market Rental Housing Unit will not exceed an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey:

(A) for the initial tenancy, most recently published at the time when the Occupancy Permit is issued; and

(B) for all subsequent tenancies, most recently published at the time when the respective tenancy of a Below-Market Rental Housing Unit commences;

(ii) the unit numbers, unit type, unit size and rents to be charged by the Owner to the first Tenants of each of the Below-Market Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Below-Market Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of the Occupancy Permit;

(iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Below-Market Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Below-Market Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Below-Market Rental Housing Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Below-Market Rental Housing Units in the New Building remain unchanged and the initial rent for the newly assigned Below-Market Rental Housing Unit will be set in accordance with Section 2.1(o)(i)(B); and

(iv) following the issuance of the Occupancy Permit, during a tenancy of a Below-Market Rental Housing Unit, the Owner shall not increase the rent for the Below-Market Rental Housing Unit, except for annual increases in rent by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1)(a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and if there is a change in tenancy of a Below-Market Rental Housing Unit, the initial rent for the new tenancy will be established in accordance with Section 2.1(o)(i). For clarity, the Owner shall not increase the rent for a Below-Market Rental Housing Unit in any other circumstance, including but not limited to, any rent increases permitted under the *Residential Tenancy Act* or the *Residential Tenancy Regulation* for eligible capital expenses incurred with respect to the New Building or a Below-Market Rental Housing Unit; and

(p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;

(ii) have a starting rent that will not exceed:

(A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:

I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the *Residential Tenancy Act* between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or

(B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

(iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

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

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

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS

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

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

(i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

(ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5
RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

(a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner

may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;

(c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:

(i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

(d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6
ENFORCEMENT

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

ARTICLE 7
RELEASE AND INDEMNITY

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

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

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

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

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

C. withholding any permit pursuant to this Agreement; or

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

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

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

B. withholding any permit pursuant to this Agreement;

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

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

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

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

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

(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:

Main to Fraser Investments Inc.
2415 Columbia St Ste 102,

Vancouver, BC V5Y 3E7

Attention: David Jacobson

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 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 Chargeholder**" means INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.;

(b) "**Existing Charges**" means the Mortgage registered under number CB2182602 and the Assignment of Rents registered under number CB2182603;

(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

112657.174612.BAW1.28670992.2

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 816-860 West 13th Avenue and 2915-2925 Willow Street

After a Public Hearing on February 19, March 5, and 12, 2026 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

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

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement for 816-860 West 13th Avenue and 2915-2925 Willow 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 that are anticipated to be legally described as:

EPP153473	LOT A DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP153473

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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

Schedule A

LTSA Land Title Act

Charge

General Instrument – Part 1

1. Application

Majic Greenwood, McCarthy Tétrault LLP
2400-745 Thurlow Street
Vancouver BC V6E 0C5
604-643-5941

207515/612880
Housing Agreement and Building Use Covenant
For-Profit Affordable Rental Housing

2. Description of Land

PID/Plan Number	Legal Description
EPP153473	**LOT A DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP153473**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219** **Entire Instrument**
PRIORITY AGREEMENT		**Granting the above Covenant priority over Mortgage CB2765672 and Assignment of Rents CB2765673**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

HSRE-PCU (13TH AND WILLOW) HOLDINGS CORP., NO.BC1474772, (AS TO COVENANT)

THE BANK OF NOVA SCOTIA, (AS TO PRIORITY)

6. Transferee(s)

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

7. Additional or Modified Terms

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
JIAN GU A Commissioner for Taking Affidavits for British Columbia Commission expires October 31, 2026 Appointee No. 2023-1869 (As to the signature of Brent Sawchyn only) 880-1090 W. Georgia Street Vancouver, BC V6E 3V7	YYYY-MM-DD 2026-10-08	**HSRE-PCU (13TH AND WILLOW) HOLDINGS CORP.** By their Authorized Signatory **Brent Sawchyn** **Zachary Michaud**

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 BANK OF NOVA SCOTIA** 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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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	**HSRE-PCU (13TH AND WILLOW) HOLDINGS CORP.** By their Authorized Signatory **Brent Sawchyn** **Zachary Michaud**
(As to the signature of Brent Sawchyn only)		

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)
Zeyuan Jia **A Commissioner for Taking Affidavits** **For British Columbia** **650 West Georgia St., Vancouver, V6B4N7** **Commission Expiry: September 30, 2028**	YYYY-MM-DD 2026-10-09	**THE BANK OF NOVA SCOTIA** By their Authorized Signatory **Print Name:** SHARON LOW DIRECTOR, REAL ESTATE BANKING THE BANK OF NOVA SCOTIA **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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
816-860 West 13th AVENUE AND 2915-2925 WILLOW STREET

WHEREAS:

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

(i) the Transferor, HSRE-PCU (13TH AND WILLOW) HOLDINGS CORP., as more particularly defined in Section 1.1 is called the "**Owner**"; and

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

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

C. The Owner made an application to rezone the lands from R3-3 (Residential) District to CD-1 (Comprehensive Development) District (the "**Rezoning Application**") to permit the development of two 21-storey mixed-use buildings containing 507 rental units and a private childcare facility, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that 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* to satisfy the following condition:

"2.5 *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 for-profit affordable housing units, excluding Seniors Supportive or Independent Living Housing, for a term equal to the longer of 60 years and life of the building, subject to the following conditions and requirements:*

(a) A no separate-sales covenant is required.
(b) A no stratification covenant is required.
(c) None of the units are to be rented for less than 90 consecutive days at a time.
(d) The average starting monthly rents for each unit type will for initial occupancy not exceed the rents outlined by Section 3.1A (e) of the Vancouver Development Cost Levy By-Law.
(e) A rent roll is to be provided, prior to issuance of an occupancy permit, to the satisfaction of General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, which reflects the agreed initial monthly rents as of occupancy.
(f) Following initial occupancy, on a change in tenancy for a dwelling unit, the starting rent for such new tenancy will be not exceed the rents outlined by Section 3.1A (e) of the Vancouver Development

Cost Levy By-Law for that unit type at the time of the change in tenancy;

(g) The applicant will enter into an agreement with Vancouver Coastal Health (VCH) to offer to rent all the for-profit affordable rental housing units to VCH employees and will submit this agreement to the City prior to issuance of the Occupancy Permit for the new building;

(h) The owner must demonstrate that satisfactory efforts have been made to rent all vacant units to VCH employees, by providing a statutory declaration to the City on an annual basis confirming:

(i) that there has been a minimum 30 day period where the owner and VCH have collaborated to rent any vacant unit to VCH employees;

(ii) that efforts were made to rent all vacant units, including at a minimum:

1. that the owner is seeking tenants from a VCH nomination list of current VCH employees requiring housing, and

2. that advertising of vacant units has been promoted through healthcare employee networks on an ongoing basis;

(iii) that following this 30 day period and if the owner cannot find a qualifying tenant, the vacant unit may be rented to the general public while prioritizing the unit to employees in the healthcare sector;

(i) if the agreement between the owner and VCH expires, the terms of the housing agreement will continue to be in effect, and reasonable commercial efforts will be made to enter into a new agreement between the owner and a healthcare organization, submitted to the City, where all vacant units will be offered to rent to employees in the healthcare sector;

(j) Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability (or successor in function) and the Director of Legal Services may require in their sole discretion.

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 and the City are now entering into this Agreement to satisfy the foregoing condition.

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

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

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

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

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

(j) "**Existing Building**" means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Buildings, as contemplated by the Rezoning Application;

(k) "**Existing Units**" means the Dwelling Units in the Existing Building and "**Existing Unit**" means any one of them;

(l) "**For-Profit Affordable Rental Housing**" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class B for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;

(m) "**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;

(n) "**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 his/her successors in function and their respective nominees;

(o) "**Health Care Employer**" means VCH (including in respect of Vancouver General Hospital), the Provincial Health Services Authority, Providence Health Care and any successor of any of them, and any other health authority, hospital, health care facility, health care employer, or health care professional association or union that employs or represents health care workers at facilities located in the Metro Vancouver Regional District;

(p) "**Healthcare Employee Networks**" means job boards, career portals, employee housing registries, recruitment and relocation services and, to the extent made available to the Owner, staff communication channels, in each case operated or used by a Health Care Employer and available to the Owner for the posting of residential rental listings;

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

(r) "**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;

(s) "**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;

(t) "**New Building**" means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and 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 Rezoning By-law and the Development Permit;

(u) "**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;

(v) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely **HSRE-PCU (13TH AND WILLOW) HOLDINGS CORP.**, and its successors and permitted assigns;

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

(x) **"Qualifying Tenant"** means a then-current employee of VCH;

(y) "**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;

(z) "**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;

(aa) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in section 2.1(c) and " **Replacement For-Profit Affordable Rental Housing Units**" means all of such units;

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

(cc) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to a New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

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

(ee) "**Rezoning By-law**" means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;

(ff) **"Tenant Relocation and Protection Policy"** means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter and the Tenant Relocation and Protection Policy Bulletin dated June 19,

2019, as amended on June 30, 2024 and as may be further amended from time to time hereafter;

(gg) **"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;

(hh) "**Term**" means, in respect of each New Building, 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 such New Building; and

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

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

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

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

(ll) **"VCH"** means Vancouver Coastal Health, being the regional health authority that provides health care and support services to residents of Richmond, Vancouver, the North Shore, Sunshine Coast, Sea-to-Sky corridor, and BC's Central Coast;

(mm) **"VCH Agreement"** has the meaning set out in Section 2.1(p); and

(nn) **"VCH Nomination List"** means a list of Qualifying Tenants requiring housing to be provided by VCH to the Owner.

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

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

(b) the Owner will construct, fit and finish the New Buildings, at its sole cost and expense, and throughout the Term, will maintain not less than the number of Dwelling Units as approved in the Development Permits, in accordance with this Agreement, the Development Permits, the Building Permits and all applicable City by-laws and policies, all to the satisfaction of the City;

(c) when each 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 For-Profit Affordable Rental Housing (in respect of each New Building, the **"For-Profit Affordable Rental Housing Units"**) in accordance with the terms of this Agreement and in the event of the substantial or complete destruction of such New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of such New Building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Dwelling Units will also be used only for the purpose

of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit, referred to as a **"Replacement For-Profit Affordable Rental Housing Unit"**), for the duration of the applicable Term 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 will be subject, for the remaining duration of the applicable Term, to the same use restrictions as the For-Profit Affordable Rental Housing Units pursuant to this Agreement;

(d) the average initial monthly starting rents at occupancy for each unit type of the For-Profit Affordable Rental Housing Units will be at or below the amounts determined in accordance with Section 3.1A(e) of the Vancouver DCL By-law;

(e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licensed to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(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 For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units in a particular New Building on the Lands is sold or otherwise transferred together and as a single block to the same legal and beneficial owner, as applicable;

(g) throughout the Term, it will not suffer, cause or permit, the Lands or any 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. Notwithstanding the foregoing, consent under this Subsection will not be required if the Owner elects to subdivide the Lands into air space parcels, provided:

(i) all For-Profit Affordable Rental Housing Units in a New Building are all contained within a single air space parcel or the remainder parcel created by the air space subdivision;

(ii) this Agreement will continue to run with the Lands and charge each such air space parcel; and

(iii) the Owner of any such air space parcel will continue to be bound by all of the terms and conditions of this Agreement;

(h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands or any 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(h), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

(i) throughout the Term, it will keep and maintain each 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;

(j) if a New Building or any part thereof, is damaged during the applicable Term, 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;

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

(l) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date; and

(m) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation and Protection Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant. Notwithstanding the foregoing, the City acknowledges that the New Building will not contain any three-bedroom For-Profit Affordable Rental Housing Units and the provision of a For-Profit Affordable Rental Housing Unit to the Returning Tenant (if any) will be in respect of a unit type less than three bedrooms;

(ii) have a starting rent that 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:

(iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit;

(n) throughout each applicable Term, if there is a change in tenancy for any For-Profit Affordable Rental Housing Unit, the starting rent for such new tenancy will be at or below the amounts determined in accordance with Section 3.1A(e) of the Vancouver DCL By-law for that specific unit type calculated at the time of the change in tenancy;

(o) prior to the first Occupancy Permit issuance date for any New Building, the Owner will enter into an agreement with VCH to offer to rent all the For-Profit Affordable Rental Housing Units to Qualifying Tenants (the **"VCH Agreement"**), and the Owner will work closely with VCH to update the VCH Nomination List on a regular basis;

(p) throughout each applicable Term, and in respect of each New Building, the Owner will deliver to the City on an annual basis, commencing the first anniversary of the final Occupancy Permit issuance date for such New Building, a statutory declaration

signed by a senior director or senior officer of the Owner to demonstrate that satisfactory efforts have been made to rent any vacant For-Profit Affordable Rental Housing Units to a Qualifying Tenant during the preceding year, by stating:

(i) that there has been a minimum 30-day search period where the Owner and VCH have collaborated to rent any vacant For-Profit Affordable Rental Housing Unit to a Qualifying Tenant;

(ii) that efforts were made to rent all vacant For-Profit Affordable Rental Housing Units to Qualifying Tenants, including without limitation, confirmation that:

(A) the Owner sought tenants from the VCH Nomination List; and

(B) the Owner's advertisements for vacant For-Profit Affordable Rental Housing Units were promoted and distributed through Healthcare Employee Networks on an ongoing basis;

(iii) following the aforementioned efforts and the applicable 30-day search period, identify any vacant For-Profit Affordable Rental Housing Unit for which the Owner, working collaboratively with VCH, failed to find a Qualifying Tenant, which, for certainty, such vacant For-Profit Affordable Rental Housing Unit may be rented to a member of the general public thereafter while continuing to prioritize employees in the healthcare sector; and

(q) if the VCH Agreement expires or terminates for any reason, the parties acknowledge and agree that all terms and conditions of this Agreement shall remain unamended and remain in full force and effect, and the Owner shall use all commercially reasonable efforts (to the satisfaction of the General Manager of Planning, Urban Design and Sustainability) to enter into a new agreement between the Owner and another healthcare organization, a true copy of which shall be delivered to the City, where all vacant For-Profit Affordable Rental Housing Units will be offered to rent to employees in the healthcare sector, and upon the entering into of this replacement agreement with a replacement healthcare organization, Section 2.1(q) shall continue to apply *mutatis mutandis* in respect of this replacement healthcare organization and its employees.

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 Buildings, that:

(a) the Lands and the New Buildings 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, a 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 the following:

(A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and

(B) a true copy of the VCH Agreement;

(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 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 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, tenants, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:

(a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(l).

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 a 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; and

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 for any Losses caused by the gross negligence or wrongful intentional acts or omissions on the part 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 a 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 any other right granted to the City pursuant to this Agreement; or

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

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

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

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

If to the Owner, addressed to:

HSRE-PCU (13TH AND WILLOW) HOLDINGS CORP.
Suite 880, 1090 West Georgia Street
Vancouver, British Columbia
V6E 3V7

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 State of Title Certificate for that particular parcel of land.

ARTICLE 8
MISCELLANEOUS

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

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

(a) contained in any 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.

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

8.4 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.

8.5 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 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 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), 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 8.8 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).

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

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

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

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

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

8.10 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 Form C which is a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

(a) **"Existing Charges"** means the Mortgage registered under number CB2765672 and Assignment of Rents registered under number CB2765673;

(b) **"Existing Chargeholder"** means **THE BANK OF NOVA SCOTIA;**

(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

Repeal of By-law No. 14042
Re: 3231-3245 Fraser Street and 675 East 17th Avenue

On, November 14, 2023, a Public Hearing was held whereby a rezoning of 3231-3245 Fraser Street and 675 East 17th Avenue was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. The land owner and the City entered into a Housing Agreement (the "**Original Housing Agreement**"), as approved under By-law No. 14042 and registered at the Land Title Office under registration Nos. CB1470324 to CB1470326, and thereafter the rezoning by-law was enacted on September 24, 2024 under By-law No. 13625 (the "**Rezoning By-law**"). Subsequently, Council approved an amendment to the rezoning housing condition pursuant to the Rental Development Relief Program and the land owner and the City entered into a new Housing Agreement (the "**New Housing Agreement**"), as authorized under By-law No. 14118 and the New Housing Agreement was registered at the Land Title Office under registration Nos. CB2929941 to CB2922952. It was intended that the Original Housing Agreement would be replaced by the New Housing Agreement and accordingly, By-law No. 14042, authorizing the Original Housing Agreement should be repealed, following which, the Original Housing Agreement will be discharged at the Land Title Office.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to repeal By-law No. 14042 authorizing a Housing Agreement for 3231-3245 Fraser Street and 675 East 17th Avenue

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

1. Council hereby repeals By-law No. 14042.

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

Repeal of By-law No. 14327
Re: 701 Kingsway

On, September 26, 2024 a Public Hearing was held whereby a rezoning of 701 Kinsgway was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. The land owner and the City entered into a Housing Agreement (the "**Original Housing Agreement**"), as approved under By-law No. 14327 and registered at the Land Title Office under registration Nos. CB2087820 to CB2087821 thereafter the rezoning by-law was enacted on July 8, 2025 under By-law No. 14397 (the "**Rezoning By-law**"). Subsequently, Council approved an amendment to the rezoning housing condition pursuant to the Rental Development Relief Program and the land owner and the City entered into a new Housing Agreement (the "**New Housing Agreement**"), as authorized under By-law No. 14799 and the New Housing Agreement was registered at the Land Title Office under registration Nos. CB2974497 to CB2974499 It was intended that the Original Housing Agreement would be replaced by the New Housing Agreement and accordingly, By-law No. 14327, authorizing the Original Housing Agreement should be repealed, following which, the Original Housing Agreement will be discharged at the Land Title Office.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to repeal By-law No. 14327 authorizing a Housing Agreement for 701 Kingsway

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

1. Council hereby repeals By-law No. 14327.

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

Repeal of By-law No. 13892
Re: 5570 Manson Street

On, January 17, 2023 a Public Hearing was held whereby a rezoning of 5570 Manson Street was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. The land owner and the City entered into a Housing Agreement (the "**Original Housing Agreement**"), as approved under By-law No. 13892 and registered at the Land Title Office under registration No. CB1116463 thereafter the rezoning by-law was enacted on January 23, 2024 under By-law No. 13910 (the "**Rezoning By-law**"). Subsequently, Council approved an amendment to the rezoning housing condition pursuant to the Rental Development Relief Program and the land owner and the City entered into a new Housing Agreement (the "**New Housing Agreement**"), as authorized under By-law No. 14771 and the New Housing Agreement was registered at the Land Title Office under registration Nos. CB2946892 to CB2946893 It was intended that the Original Housing Agreement would be replaced by the New Housing Agreement and accordingly, By-law No. 13892, authorizing the Original Housing Agreement should be repealed, following which, the Original Housing Agreement will be discharged at the Land Title Office.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to repeal By-law No. 13892 authorizing a Housing Agreement for 5570 Manson Street

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

1. Council hereby repeals By-law No. 13892.

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

Repeal of By-law No. 14305
Re: 5630-5668 Heather Street

On, September 24, 2024 a Public Hearing was held whereby a rezoning of 5630-5668 Heather Street was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. The land owner and the City entered into a Housing Agreement (the "**Original Housing Agreement**"), as approved under By-law No. 14305 and registered at the Land Title Office under registration Nos. CB1963499 to CB1963501 thereafter the rezoning by-law was enacted on May 6, 2025 under By-law No. 14320 (the "**Rezoning By-law**"). Subsequently, Council approved an amendment to the rezoning housing condition pursuant to the Rental Development Relief Program and the land owner and the City entered into a new Housing Agreement (the "**New Housing Agreement**"), as authorized under By-law No. 14773 and the New Housing Agreement was registered at the Land Title Office under registration Nos. CB2929366 and CB2929367. It was intended that the Original Housing Agreement would be replaced by the New Housing Agreement and accordingly, By-law No. 14305, authorizing the Original Housing Agreement should be repealed, following which, the Original Housing Agreement will be discharged at the Land Title Office.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to repeal By-law No. 14305 authorizing a Housing Agreement for 5630-5668 Heather Street

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

1. Council hereby repeals By-law No. 14305.

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

Authorization to enter into a Housing Agreement
Re: 1088 Burnaby Street

After a public hearing on November 26, 2024, Council approved in principle the land owner's application to rezone the above noted property from RM-5A (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was approved by Council under By-law No. 14316 and registered on title to the development lands under land title registration numbers CB1998630 to CB1998631. (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 July 29, 2026.

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. 14316 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement
For 1088 Burnaby 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:

030-712-831	Lot 1 District Lot 185 Group 1 New Westminster District Plan EPP87122

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

Alison Thornhill
Terra Law Corporation
Suite 2800-650 West Georgia Street
Vancouver BC V6B 4N7
6046288966

File #507257
Housing Agreement (Secured Market Rental w_ Below Market Rental Housing) (cond. 2.5)

2. Description of Land

PID/Plan Number	Legal Description
030-712-831	**LOT 1 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP87122**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Instrument**
PRIORITY AGREEMENT		**Page 29**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THURLOW STREET PROJECT NOMINEE INC., NO.BC1125147

THE BANK OF NOVA SCOTIA, AS TO PRIORITY AGREEMENT

6. Transferee(s)

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

7. Additional or Modified Terms

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
Kevin Hill *Barrister & Solicitor* 1100 - 1055 Dunsmuir Street Vancouver, BC Canada V7X 1K8 604 689-3040	YYYY-MM-DD 2026-09-24	**THURLOW STREET PROJECT NOMINEE INC.** By their Authorized Signatory **Name:** Nicholas Roos **Name:** Mark Kopinya

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 BANK OF NOVA SCOTIA** 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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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	**THURLOW STREET PROJECT NOMINEE INC.** By their Authorized Signatory **Name:** **Name:**

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Zhanbin Wang A Commissioner for Taking Affidavits for British Columbia 34th Floor, 650 West Georgia Street Vancouver, BC, V6B 4N7 Commission Expiry: September 30, 2028	YYYY-MM-DD 2026-10-14	**THE BANK OF NOVA SCOTIA** By their Authorized Signatory **Name:** Edwin Ho Director & Group Lead Real Estate Banking **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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

1068 - 1090 BURNABY STREET AND 1318 THURLOW STREET

WHEREAS:

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

(i) the Transferor, THURLOW STREET PROJECT NOMINEE INC., is called the "**Owner**", as more particularly defined in Section 1.1(ee); and

(ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-5A (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the Rezoning Application, the Rezoning Application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor area 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, which condition was subsequently amended by City Council on July 29, 2026 (collectively, the "**Housing Condition**"), and subject to other conditions set forth in the minutes of the public hearing ; and

D. The Owner and the City are 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 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 Criteria for 100% Secured Rental and Below-Market Housing as an Alternative to Inclusionary Social Housing in the Burrard Corridor of the West End Community Plan;

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

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

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

(f) "**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) "**Criteria for 100% Secured Rental and Below-Market Housing as an Alternative to Inclusionary Social Housing in the Burrard Corridor of the West End Community Plan**" means the Criteria for 100% Secured Rental and Below-Market

Housing as an Alternative to Inclusionary Social Housing in the Burrard Corridor of the West End Community Plan approved by City Council on November 24, 2020;

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

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

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

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

(p) "**Eligible Person**" means a person who:

(i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;

(ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and

(iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:

(A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

(B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;

(C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;

(D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and

(E) be:

I. a Canadian citizen;

II. an individual lawfully admitted into Canada for permanent residency;

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

IV. an individual who has applied for refugee status,

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

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

(q) **"Existing Building"** means the building situated on the Lands as of the date of the Original Housing Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(r) **"Existing Units"** means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;

(s) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;

(t) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);

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

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

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

(i) income assistance;

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

(iii) self-employment, including commission sales;

(iv) seasonal employment;

(v) Employment Insurance and WorkSafe BC insurance;

(vi) training allowances;

(vii) income from the Resettlement Assistance Program;

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

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

(x) pension incomes including:

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

(B) senior's supplement;

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

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

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

(F) foreign pensions,

but does not include:

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

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

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

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

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

(xvi) Universal Child Care Benefits;

(xvii) BC Childcare Subsidy;

(xviii) income from foster parenting;

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

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

(xxi) GST and Income Tax rebates;

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

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

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

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

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

(cc) "**Occupants**" means persons for whom a For-Profit Affordable Rental Housing Unit serves or will serve as their Principal Residence and an "**Occupant**" means any one of them, as the context requires;

(dd) "**Original Housing Agreement**" means the housing agreement entered into by the Owner with the City, which housing agreement was registered against title to the Lands in the Land Title Office on April 23, 2025 under registration number CB1998630-CB1998631 (together with a Housing Agreement Notice registered under registration number CB1998632);

(ee) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, THURLOW STREET PROJECT NOMINEE INC., and its successors and assigns;

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

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

(hh) **"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;

(ii) "**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;

(jj) "**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;

(kk) **"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;

(ll) "**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;

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

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

(oo) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

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

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

(rr) **"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;

(ss) **"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;

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

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

(vv) **"Tenant Relocation and Protection Policy"** means, collectively, the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter;

(ww) **"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;

(xx) "**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;

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

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

(aaa) "**Vancouver DCL By-law**" means the 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.

(h) Replacement of Original Housing Agreement. For greater certainty, upon the discharge from title of the Original Housing Agreement, this Agreement will

supersede and replace the Original Housing Agreement and the Original Housing Agreement will be of no further force or effect.

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 or occupied by an Eligible Person and except in accordance with the following conditions:

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

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

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

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

(v) each Tenancy Agreement shall include:

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

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

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

(D) clauses providing that:

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

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

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

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

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

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

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

b. the Owner will withhold its consent and the Tenant acknowledges that it will not be unreasonable for the Owner to do so, if the assignee or sublessee is not an Eligible Person or if the Owner becomes aware that 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 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 owner and beneficial owner (provided that such legal owner may be different from such beneficial owner), as applicable, and subject to Section 9.9;

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

(k) any sale of any 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 Below-Market Rental Housing Units will be rented at rates that are at least 20% below the private apartment average rents applicable to the respective unit type for Zone 2 (or equivalent zone which includes the location of the building) 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 initial 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 (but is not obliged to) 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;

(p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant:

(i) the For-Profit Affordable Rental Housing Unit will be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;

(ii) if the Returning Tenant is an Eligible Person, the For-Profit Affordable Rental Housing Unit will, subject to availability, be a Below-Market Rental Housing Unit and have a starting rent that will be:

(A) at or below an amount that is 50% below the average market rent applicable to the respective unit type for Zone 2 (or equivalent zone which includes the location of the New Building) according to the CMHC Rental Market Survey at the time when the Occupancy Permit is issued, provided that up to a maximum of 30% of the Below-Market Rental Housing Units (subject to the number of Returning Tenants that qualify for the Income threshold requirement in Section 1.1(p)(i) for such Below-Market Rental Housing Units) will be made available for rental at this rate; and

(B) for all other Below-Market Rental Housing Units, at least 20% below the average market rent for the applicable unit type in private rental market units for Zone 2 (or equivalent zone which includes the location of the New Building) according to the CMHC Rental Market Survey at the time when the Occupancy Permit is issued; and

if there are more qualifying Returning Tenants than available Below-Market Rental Housing Units for rental at the respective rental rates, priority will be established among such qualifying Returning Tenants based on Incomes of such Returning Tenants (and their Occupants) in ascending order (i.e. lowest Income with the highest priority);

(iii) if the Returning Tenant is not an Eligible Person, or if the Returning Tenant is an Eligible Person and there are no more applicable Below-Market Rental Housing Units available for rent, the For-Profit Affordable Rental Housing Unit will have a starting rent that is at least 20% below the market rent for such For-Profit Affordable Rental Housing Unit; and

(iv) the For-Profit Affordable Rental Housing Unit will be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

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

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

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS

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

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

(i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

(ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive,

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

ARTICLE 5
RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

(a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;

(c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:

(i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

(d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6
ENFORCEMENT

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

ARTICLE 7
RELEASE AND INDEMNITY

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

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

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

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

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

C. withholding any permit pursuant to this Agreement; or

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

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

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

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

(i) this Agreement;

(ii) the City or City Personnel:

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

B. withholding any permit pursuant to this Agreement;

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

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

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

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

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

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

7.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:

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

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

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

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

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

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

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

ARTICLE 8
NOTICES

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

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

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

If to the City, addressed to:

City of Vancouver
453 West 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:

Thurlow Street Project Nominee Inc.
1000 - 1055 Dunsmuir Street
Vancouver, British Columbia
V7X 1K8

Attention: Mark Kopinya

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

ARTICLE 9
MISCELLANEOUS

9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.

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

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

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

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

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

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

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

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

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

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

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

first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

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

(a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal 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.

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

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

IN WITNESS WHEREOF the parties have executed this Agreement on the Form C 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)

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Chargeholder**" means THE BANK OF NOVA SCOTIA;

(b) "**Existing Charges**" means the Mortgage registered under number CB2645460 and the Assignment of Rents registered under number CB2645461;

(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: 1045 Burnaby Street

After a public hearing on April 27, 2023, Council approved in principle the land owner's application to rezone the above noted property from RM-5A (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was approved by Council under By-law No. 14006 and registered on title to the development lands under land title registration numbers CB1357557 to CB1357558. (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.

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. 14006 to effect a discharge of the Original Housing Agreement.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a Housing Agreement
For 1045 Burnaby Street

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

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

031-972-462	Lot A Block 185 Group 1 New Westminster Distrcit Plan EPP129016

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

GREG UMBACH, BLAKE, CASSELS & GRAYDON LLP,
BARRISTERS & SOLICITORS
1133 MELVILLE STREET
SUITE 3500, THE STACK
VANCOUVER BC V6E 4E5
(604) 631-3378

c/m: 190757/35

2. Description of Land

PID/Plan Number	Legal Description
031-972-462	**LOT A DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP129016**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Entire Instrument**
PRIORITY AGREEMENT		**Granting the Covenant herein priority over Mortgage CB2485763 and Assignment of Rents CB2485764**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1318743 B.C. LTD., NO.BC1318743

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

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
Lawyer in Ontario LSO # 78150F Thomas Strachan Barrister & Solicitor in the Province of Ontario 200 Bay Street, Suite 2800, South Tower Toronto, ON M5J 2J1	YYYY-MM-DD 2026-09-30	**1318743 B.C. LTD.** By their Authorized Signatory Name: William Scott Name: Tiensen 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)
Jacob Clark A Notary in and for the Province of Ontario 700 Montreal Road Ottawa, Ontario K1A 0P7	YYYY-MM-DD 2026-10-14	**CANADA MORTGAGE AND HOUSING CORPORATION** By their Authorized Signatory Name: Dumia El Fadl Name: Elysia Scenna Counsel

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

1045 BURNABY STREET

WHEREAS:

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

(i) the Transferor, 1318743 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 and beneficial owner of the Lands;

C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-5A (Residential District) to CD-1 (Comprehensive Development) District and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and

D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

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

(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) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(q) **"Existing Units"** means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;

(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 meet 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;

(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, **1318743 B.C. Ltd.**, 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 Assisted Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

(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) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

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

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

(pp) **"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;

(qq) **"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;

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

(uu) **"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;

(vv) "**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;

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

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

(yy) "**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 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; and

(p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, with discretion by the General Manager of Planning, Urban Design and Sustainability, upon written request by the Returning Tenant, to accommodate other family arrangements of the Returning Tenant;

(ii) have a starting rent that will not exceed:

(A) if the Returning Tenant qualifies as an Eligible Person hereunder, the amount specified in Section 2.1(o)(i)(A); or

(B) if the Returning Tenant does not qualify as an Eligible Person hereunder, an amount that is 20% below the market rent for the respective For-Profit Affordable Rental Housing Unit; and

(iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

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

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

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS

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

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

(i) the Owner will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, a Below-Market Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Below-Market Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type and mix shall comply with those applicable to the Below-Market Rental Housing Units in accordance with this Agreement and the Development Permit; and

(ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive,

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

ARTICLE 5
RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

(a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;

(c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:

(i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

(d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6
ENFORCEMENT

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

ARTICLE 7
RELEASE AND INDEMNITY

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

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

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

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

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

C. withholding any permit pursuant to this Agreement; or

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

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; 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:

1318743 B.C. Ltd.
700-700 West Pender Street
Vancouver, B.C. V6C 1G8

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 General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

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)

(privacy)

Housing Agreement and Building Use Covenant
6045 Bonsaby Street

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Charges**" means the Mortgage registered under number CB2485763 and the Assignment of Rents registered under number CB2485764;

(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 $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

Repeal of By-law No. 14306
Re: 3362-3384 Vanness Avenue and 3347 Clive Avenue

On January 23 and 30, 2024, a Public Hearing was held wherein a rezoning of 3362-3384 Vanness Avenue and 3347 Clive Avenue was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. Subsequently, the land owner and the City entered into a Housing Agreement (the "**Original Housing Agreement**"), as approved under By-law No. 14306 and thereafter the rezoning by-law was enacted on May 7, 2025 under By-law No. 14333 and on October 7, 2025 was amended by By-law No. 14464 (together, the "**Rezoning By-law**"). The land owner made a rezoning application for a text amendment of the Rezoning By-law and on February 17 and March 4, 2026, a Public Hearing was held where in such text amendment rezoning (the "**Text Amendment Rezoning**") was approved in principle, subject to the owner of the lands entering into another Housing Agreement with the City on different terms. Subsequently, the land owner and the City entered into a Housing Agreement (the "**New Housing Agreement**"), as authorized under By-law No. 14722, the New Housing Agreement was registered at the Land Title Office under registration No. CB2836622 to CB2836623 and thereafter the Text Amendment Rezoning by-law was enacted under By-law No. 14763. As a result of the Text Amendment Rezoning, the Original Housing Agreement was replaced by the New Housing Agreement and accordingly, By-law No. 14779, authorizing the Original Housing Agreement should be repealed. .

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to repeal By-law No. 14306 authorizing a Housing Agreement for 3362-3384 Vanness Avenue and 3347 Clive Avenue

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

1. Council hereby repeals By-law No. 14306.

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

Repeal of By-law No. 14152
Re: 3803-3823 West 10th Avenue and 2553 Highbury Street

On June 15, 2023, a Public Hearing was held wherein a rezoning of 3803-3823 West 10th Avenue and 2553 Highbury Street from R1-1 to RR-3B was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. Subsequently, the land owner and the City entered into a Housing Agreement (the "**Original Housing Agreement**"), as approved under By-law No. 14152 and thereafter the rezoning by-law was enacted on April 1, 2025 under By-law No. 14302 (the "**Rezoning By-law**"). The land owner made a rezoning application to rezone the lands to CD-1 (Comprehensive Development) District and on April 14, 2026 a Public Hearing was held where in such rezoning (the "**New Rezoning**") was approved in principle, subject to the owner of the lands entering into another Housing Agreement with the City on different terms. Subsequently, the land owner and the City entered into a Housing Agreement (the "**New Housing Agreement**"), as authorized under By-law No. 14779, the New Housing Agreement was registered at the Land Title Office under registration No. CB2920118 to CB2920119 and thereafter the Rezoning by-law was enacted under By-law No. 14789 As a result of the New Rezoning, the Original Housing Agreement was replaced by the New Housing Agreement and accordingly, By-law No. 14152, authorizing the Original Housing Agreement should be repealed. .

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to repeal By-law No. 14152 authorizing a Housing Agreement for 3803-3823 West 10th Avenue and 2553 Highbury Street

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

1. Council hereby repeals By-law No. 14152.

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

Authorization to enter into a Housing Agreement
Re: for 2268-2294 W 3rd Avenue and 1902-1912 Vine Street

After public hearing on February 24, 2026, Council approved in principle the land owner's application to rezone the above noted property from R3-3 (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to enact a housing agreement for 2268-2294 W 3rd Avenue and 1902-1912 Vine 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:

EPP151205 LOT 1 BLOCK 233 DISTRICT LOT 526 EPP151205

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 No.: 1540-24-1513
Sarah Strukoff / Cassandra Lopes
Marcon - Vine & 3rd - Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
EPP151205	**LOT 1 BLOCK 233 DISTRICT LOT 526 PLAN EPP151205**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant** **Entire Agreement**
PRIORITY AGREEMENT		**Granting the Covenant registered with one number less than this Priority Agreement priority over Mortgages CB2317450 and CB2317452 and Assignments of Rents CB2317451 and CB2317453 in favour of Bank of Montreal**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

M658 NOMINEE CORP., NO.BC1476733

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

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
ALEXANDER K. FANE *BARRISTER & SOLICITOR* SAMPSON DAVIE FANE VOLPIANA LLP SUITE 1100 - 355 BURRARD STREET VANCOUVER, B.C. V6C 2G8 (604) 343-1943	YYYY-MM-DD 2026-10-15	**M658 NOMINEE CORP.** By their Authorized Signatory **Name:** N.L. Paolella **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	**BANK OF MONTREAL** 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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

2268-2294 W 3RD AVENUE and 1902-1912 VINE STREET

WHEREAS:

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

(i) the Transferor, M658 Nominee Corp., 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 R3-3 (Residential) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and

D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

(f) "**Broadway Plan**" means the area plan for the neighbourhoods surrounding the Broadway Subway line, approved by City Council on June 22, 2022, as may be amended from time to time hereafter;

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

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

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

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

(k) "**CMHC Rental Market Survey**" means the annual Rental Market Survey Data Tables conducted and published by the Canada Mortgage Housing Corporation for the City of Vancouver or if such publication is no longer published by the Canada Mortgage Housing Corporation, such other equivalent publication that is acceptable to the General Manager of Planning, Urban Design and Sustainability;

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

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

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

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

(p) "**Eligible Person**" means a person who:

(i) at the beginning of such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Below-Market Rental Housing Unit;

(ii) thereafter throughout such person's tenancy of a Below-Market Rental Housing Unit, together with all other Occupants of such Below-Market Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Below-Market Rental Housing Unit; and

(iii) throughout such person's tenancy of a Below-Market Rental Housing Unit, will:

(A) not permit such Below-Market Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

(B) not permit such Below-Market Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;

(C) occupy such Below-Market Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Below-Market Rental Housing Unit unless such Below-Market Rental Housing Unit is the Occupant's Principal Residence;

(D) not permit such Below-Market Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and

(E) be one of the following:

I. a Canadian citizen;

II. an individual lawfully admitted into Canada for permanent residency;

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

IV. an individual who has applied for refugee status,

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

or a person who is otherwise deemed to be an Eligible Person by the General Manager of Planning, Urban Design and Sustainability, in their sole discretion, provided always that a Returning Tenant will not be required to meet the conditions set out in subsections 1.1(p)(i), 1.1(p)(ii) or 1.1(p)(iii)(E) and will be deemed to be an Eligible Person if such Returning Tenant meets the balance of the conditions set out in this subsection 1.1(p);

(q) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;

(r) **"Existing Units"** means the Dwelling Units in the Existing Building and "Existing Unit" means any one of them;

(s) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;

(t) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "Class A for-profit affordable rental housing" (as defined therein);

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

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

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

(i) income assistance;

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

(iii) self-employment, including commission sales;

(iv) seasonal employment;

(v) Employment Insurance and WorkSafe BC insurance;

(vi) training allowances;

(vii) income from the Resettlement Assistance Program;

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

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

(x) pension incomes including:

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

(B) senior's supplement;

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

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

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

(F) foreign pensions,

but does not include:

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

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

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

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

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

(xvi) Universal Child Care Benefits;

(xvii) BC Childcare Subsidy;

(xviii) income from foster parenting;

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

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

(xxi) GST and Income Tax rebates;

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

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

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

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

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

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

(dd) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, M658 Nominee Corp., and its successors and assigns;

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

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

(gg) "**Principal Residence**" means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this Agreement, a person may only have one principal residence;

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

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

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

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

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

(ii) "**Rental Housing**" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation, but specifically excluding use as Seniors Supportive or Independent Living Housing, on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

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

(kk) "**Replacement Below-Market Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(c) and "**Replacement Below-Market Rental Housing Unit**" means one such unit;

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

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

(nn) "**Returning Tenants**" means the eligible tenants of the Existing Building who accept the Owner's offer to relocate to the New Building after completion of its construction, pursuant to the Owner's Tenant Relocation Plan and "**Returning Tenant**" means any one of them;

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

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

(qq) **"Seniors Supportive or Independent Living Housing"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;

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

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

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

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

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

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

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

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

(vv) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the General Manager of Planning, Urban Design and Sustainability, in accordance with the Tenant Relocation and Protection Policy;

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

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

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

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

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

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

1.2 Interpretation. In this Agreement:

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

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

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

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

(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 "**Replacement For-Profit Affordable Rental Housing Units**") and Below-Market Rental Housing (such replacement Dwelling Units hereinafter referred to as **"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) 30% of the For-Profit Affordable Rental Housing Units that are not Below-Market Rental Housing Units; and

(ii) 30% of the Below-Market Rental Housing Units,

will have two or more bedrooms, and not less than:

(iii) 5% of the For-Profit Affordable Rental Housing Units that are not Below-Market Rental Housing Units; and

(iv) 5% 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); and

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

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

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

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

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

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

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

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

(g) in connection with Section 2.1(e), throughout the Term, except with respect to any prospective tenants or Tenants that are Returning Tenants, the Owner shall:

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

(ii) not less than once every five (5) years after the date on which a Below-Market Rental Housing Unit was rented to a Tenant, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such Tenant is an Eligible Person and that such Below-Market Rental Housing Unit continues to have at least one Occupant per bedroom;

(h) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than 90 consecutive days at a time;

(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; and

(p) notwithstanding anything to the contrary herein, with respect to any For-Profit Affordable Rental Housing Unit rented to a Returning Tenant, the For-Profit Affordable Rental Housing Unit will:

(i) be of a unit type (number of bedrooms) in accordance with the Canada Mortgage and Housing Corporation's National Occupancy Standards, and in accordance with the Tenant Relocation Policy, with discretion by the General Manager of Planning, Urban Design and Sustainability, in respect of the household size of the Returning Tenant;

(ii) have a starting rent that will not exceed:

(A) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is the same as the unit type of the unit rented by the Returning Tenant in the Existing Building, the lesser of:

I. an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

II. the current rent paid by the Returning Tenant for his or her tenancy of an Existing Unit at the time of the submission of the Rezoning Application and which may be increased by the allowable annual rent increase permitted under the *Residential Tenancy Act* between the date when the Rezoning Application was submitted and the date of initial occupancy of the For-Profit Affordable Rental Housing Unit; or

(B) if the unit type of the For-Profit Affordable Rental Housing Unit in the New Building is different from the unit type of the Existing Unit, an amount that is 20% below the private apartment average rents for the City of Vancouver applicable to the respective unit type according to the CMHC Rental Market Survey; and

(iii) be a pet-friendly unit, if the Returning Tenant was occupying a pet-friendly Existing Unit.

ARTICLE 3
BUILDING RESTRICTION ON THE LANDS

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

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

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

(ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and

(b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5
RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Below-Market Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

(a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Below-Market Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

(b) within ninety (90) days of a written request by the General Manager of Planning, Urban Design and Sustainability, from time to time, notwithstanding that the Owner may have already provided a Below-Market Rental Housing Report in the same calendar year, complete and deliver to the City a Statement of Below-Market Rental Housing Unit Eligibility in respect of such Below-Market Rental Housing Unit;

(c) at the request of the General Manager of Planning, Urban Design and Sustainability,

from time to time:

(i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and

(ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

(d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6
ENFORCEMENT

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

ARTICLE 7
RELEASE AND INDEMNITY

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

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

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

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

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

C. withholding any permit pursuant to this Agreement; or

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

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

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

that any such Losses are the result of any gross negligence or wrongful intentional acts on the part of the City or the City Personnel; and

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

(i) this Agreement;

(ii) the City or City Personnel:

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

B. withholding any permit pursuant to this Agreement;

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

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

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

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

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

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

7.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:

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

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

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

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

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

ARTICLE 8
NOTICES

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

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

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

If to the City, addressed to:

City of Vancouver
453 West 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:

M658 Nominee Corp.
Suite B700 - 20020 84th Avenue
Langley, British Columbia
V2Y 5K9

Attention: Andrew Joblin

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 Lands 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 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, and the Owner shall be released in respect of those obligations, agreements and indemnities so assumed. 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 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.

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, or such portion of the Lands, as applicable.

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 Form 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)

#4907495v4

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

(a) "**Existing Charges**" means collectively:

(i) the Mortgage registered under number CB2317450 and Assignment of Rents registered under number CB2317451; and

(ii) the Mortgage registered under number CB2317452 and Assignment of Rents registered under number CB2317453;

(a) "**Existing Chargeholder**" means Bank of Montreal;

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

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

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

(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: 5770 – 5790 Granville Street

After public hearing on October 23, 2025, Council approved in principle the land owner's application to amend Zoning and Development By-law from R1-1 (Residential Inclusive) District to RR-3B (Residential Rental) District for 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. 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
October 27, 2026

#5,055,814v1

BY-LAW NO.

A By-law to enact a housing agreement for 5770 – 5790 Granville 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:

EPP152355

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

KAYLA SIU (Alice Chen)
Lawson Lundell LLP, Barristers & Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
604.685.3456

File no. 111651-179537

2. Description of Land

PID/Plan Number	Legal Description
No PID / Plan	EPP152355

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument
PRIORITY AGREEMENT		granting the Covenant priority over Mortgage CB2317731 and Assignment of Rents CB2317732

4. Terms

Part 2 of this instrument consists of

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1549113 B.C. LTD., NO.BC1549113

MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD., AS TO PRIORITY AGREEMENT ONLY

6. Transferee(s)

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

7. Additional or Modified Terms

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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)
NADIR ALLIBHAI Notary Public #210 - 6411 Buswell Street Richmond, BC V6Y 2G5 Tel: 604-244-8993 Permanent Commission	YYYY-MM-DD 2026-10-13	**1549113 B.C. LTD.** By their Authorized Signatory **Name:** Ya-Lun Huang

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 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)
	YYYY-MM-DD	**MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.** as to priority agreement only 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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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	**1549113 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)
	YYYY-MM-DD	**City of Vancouver** as Transferee 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)
Vyvyan Tsui *Barrister & Solicitor* SINCERITY LAW GROUP Suite 602 - 1788 West Broadway Vancouver, B.C. V6J 1Y1 Tel: 604-559-8800 Fax: 604-559-8900	YYYY-MM-DD 2026-10-19	**MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.** as to priority agreement only By their Authorized Signatory **Name:** Hsiujung Hung Vice President & General Manager

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

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.

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT - PART 2

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

5770 - 5790 GRANVILLE STREET

WHEREAS:

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

(i) the Transferor, 1549113 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, and Tera 5770 Granville Limited Partnership is the beneficial owner, of the Lands;

C. The Owner made an application to rezone the Lands (the "Rezoning Application") from R1-1 (Residential Inclusive) District to RR-3B (Residential Rental) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Below-Market Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "Housing Condition"); and

D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

(b) "Below-Market Rental Housing" means a portion of the For-Profit Affordable Rental Housing 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 average 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;

(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, 1549113 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) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:

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

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

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

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

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

1.2 Interpretation. In this Agreement:

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

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

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

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

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

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

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

(a) the Lands, the New Building and the 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 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 10% 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, save and except, in each case, for any Losses caused by the gross negligence or wrongful intentional acts on the part 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 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:

1549113 B.C. Ltd.
530 - 6388 No. 3 Road
Richmond, British Columbia
V6Y 0L4

Attention: Alfie Lam

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 or assignment of rents, or both, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage or assignment of rents, or both), 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 or assignment of rents, or both, 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)	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 CB2317731 and the Assignment of Rents registered under number CB2317732;

(b) "Existing Chargeholder" means Mega International Commercial Bank Co., Ltd.;

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

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

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

(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 **31**

A By-law to exempt from taxation certain lands and improvements pursuant to section 396 of the Vancouver Charter

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services "to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year". Notice of this proposed exemption By-law has been published in accordance with the requirements of the Vancouver Charter and enactment of this By-law will accomplish Council's instructions.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to exempt from taxation certain lands and improvements pursuant to section 396 of the Vancouver Charter

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

1. Pursuant to sections 396(1)(g) and 396F of the *Vancouver Charter,* Council exempts from real property taxation for the year 2027 the following lands and improvements:

2027 EXEMPT SENIORS HOUSING

Name	Civic Address	Assessment Roll No.	Legal Description	Parcel Identifier No.
Baptist Foundation of BC	6398 Clarendon St Vancouver BC V5S 4X8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
Baptist Foundation of BC	2526 Waverley Ave Vancouver BC V5S 4W1	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
Baptist Housing Society of BC	1420 2nd E Vancouver BC V5N 5L9	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan VAP11322	009-116-796
Hopehill Living In Community Society	3355 5th Ave E Vancouver BC V5M 0A1	021-634-300-52-0000	Lot B, Section 29 District Lot THSL, Plan BCP23618	026-666-502
Hopehill Living in Community Society	2075 Cassiar St Vancouver BC V5M 4Y1	021-634-300-92-0000	Lot A, Section 29 District Lot THSL, Plan BCP23618	026-666-499
Brightside Community Homes Foundation	1630 Barclay St Vancouver BC V6G 1K1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan VAP92	015-757-366

Name	Civic Address	Assessment Roll No.	Legal Description	Parcel Identifier No.
Brightside Community Homes Foundation	2495 3rd Ave W Vancouver BC V6K 1L9	002-638-077-07-0000	Lot D, Block 221, District Lot 526, Plan 13958	007-987-072
Brightside Community Homes Foundation	1620 6th Ave E Vancouver BC V5N 1P3	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
Brightside Community Homes Foundation	2330 Balsam St Vancouver BC V6K 3M8	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan VAP1058	015-014-878 015-014-860
Brightside Community Homes Foundation	1400 11th Ave E Vancouver BC V5N 1Y5	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan VAP10940	009-226-885
Brightside Community Homes Foundation	1444 13th Ave E Vancouver BC V5N 2B6	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
Brightside Community Homes Foundation	2950 Euclid Ave Vancouver BC V5R 5C6	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
Broadway Pentecostal Benevolent Association of British Columbia	2633 Broadway E Vancouver BC V5M 4G6	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565
Calling Ministries	2768 King Edward Ave W Vancouver BC V6L 1T7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan VAP5702	011-090-235

Name	Civic Address	Assessment Roll No.	Legal Description	Parcel Identifier No.
Chau Luen Kon Sol Society of Vancouver	325 Keefer St Vancouver BC V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan VAP13208	008-706-221
Christ Church of China	300 Pender St E Vancouver BC V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District Lot 196, Plan VAP13208	008-706-212
Columbus Charities Association	5233 Joyce St Vancouver BC V5R 4G9	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan VAP13188	008-721-670
Finnish Canadian Rest Home Association	2100 Harrison Dr Vancouver BC V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, District Lot Fraserview, Plans VAP20067 and VAP8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association	2230 Harrison Dr Vancouver BC V5P 2P6	025-828-258-02-0000	Lot 1 Block 24 Plan EPP96810 District Lot Fraserview	031-159-923
King Edward Court Society	2751 King Edward Ave Vancouver BC V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan VAP16624	007-396-953
Kiwanis Vancouver Senior Citizens Housing Society	8790 Marine Dr SW Vancouver BC V6P 6A4	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136	008-724-482
Kiwanis Vancouver Senior Citizens Housing Society	7101 Kerr St Vancouver BC V5S 3E2	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, District Lot Fraserview, Plan VAP11199	009-127-691
Mennonite Senior Citizens Society of British Columbia	1750 41st Ave E Vancouver BC V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan VAP14859	007-719-230
New Chelsea Society	3075 Nanaimo St Vancouver BC V5N 5G4	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan VAP8570, except for that portion currently leased to Telus for their cell towers	010-017-712

Name	Civic Address	Assessment Roll No.	Legal Description	Parcel Identifier No.
New Chelsea Society	3640 Victoria Dr Vancouver BC V5N 5P1	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan VAP 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Parish of St Paul Vancouver	1254 Pendrell St Vancouver BC V6E 3N4	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District Lot 185, Plan VAP92	015-741-010 015-741-001
Roman Catholic Archbishop of Vancouver	551 Georgia St E Vancouver BC V6A 1Z8	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan VAP196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653
Society for Christian Care of Elderly	1030 Burnaby St Vancouver BC V6E 1N8	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426
South Amherst Housing Society	7008 Balmoral St Vancouver BC V5P 4N3	025-244-805-96-0000	Lot 8, Block 2, District Lot Fraserview, Plan VAP8393	010-113-606
The V E L Housing Society	2122 Oxford St Vancouver BC V5L 1E9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan VAP178	015-684-695 015-684-709 015-684-717
The V E L Housing Society	740 Commercial Dr Vancouver BC V5L 3W5	014-596-250-04-0000	Lot E, 2 &3 of Lot 8 Block D, District Lot 183, Plan VAP6254 & 729	010-924-281 015-163-512 015-163-539
Ukrainian Senior Citizens Housing Society	7007 Kerr St Vancouver BC V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, District Lot Fraserview, Plan VAP11199	009-127-682

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 27th day of October, 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend the Sign By-law
Re: 1770 West 12th Avenue

Following the Public Hearing on May 20, 2025, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

1770 West 12th Avenue

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

1770 West 12th Avenue	CD-1(932)	14769	C-2

".

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 the Noise Control By-law
Re: 1770 West 12th Avenue

Following the Public Hearing on May 20, 2025, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

1770 West 12th Avenue

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

932	14769	1770 West 12th Avenue

".

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 the Sign By-law
Re: 648-680 East Broadway and 2505 Fraser Street

Following the Public Hearing on March 13, 2025, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

648-680 East Broadway and
2505 Fraser Street

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

648-680 East Broadway and 2505 Fraser Street	CD-1(930)	14767	C-2C

".

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 the Noise Control By-law
Re: 648-680 East Broadway and 2505 Fraser Street

Following the Public Hearing on March 13, 2025, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

648-680 East Broadway and
2505 Fraser Street

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

930	14767	648-680 East Broadway and 2505 Fraser Street

".

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 the Sign By-law
Re: 4975-4997 Joyce Street

Following the Public Hearings on June 19 and 24, 2025, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

4975-4997 Joyce Street

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

4975-4997 Joyce Street	CD-1(931)	14768	C-2

".

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 the Noise Control By-law
Re: 4975-4997 Joyce Street

Following the Public Hearings on on June 19 and 24, 2025, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

4975-4997 Joyce Street

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

931	14768	4975-4997 Joyce Street

".

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 the Sign By-law
Re: 2158-2170 West 1st Avenue

Following the Public Hearings on June 19 and 24, 2025, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2158-2170 West 1st Avenue

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

2158-2170 West 1st Avenue	CD-1(928)	14710	C-2

”.

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 the Noise Control By-law
Re: 2158-2170 West 1st Avenue

After the Public Hearings on on June 19 and 24, 2025, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2158-2170 West 1st Avenue

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

928	14710	2158-2170 West 1st Avenue

".

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 the Sign By-law
Re: 2110 West 5th Avenue

Following the Public Hearing on September 18, 2025, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2110 West 5th Avenue

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

2110 West 5th Avenue	CD-1(925)	14673	C-2

".

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 the Noise Control By-law
Re: 2110 West 5th Avenue

After the Public Hearing on September 18, 2025, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2110 West 5th Avenue

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

925	14673	2110 West 5th Avenue

".

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 the Sign By-law
Re: 657 West 37th Avenue

Following the Public Hearing held on March 5, 2026, and the Council meeting held on March 31, 2026, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

657 West 37th Avenue
Heather Lands (South)

BY-LAW NO. _____

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

657 West 37th Avenue	CD-1(927)	14705	C-2

".

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 the Noise Control By-law
Re: 657 West 37th Avenue

Following the Public Hearing held on March 5, 2026, and the Council meeting held on March 31, 2026, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

657 West 37th Avenue
Heather Lands (South)

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding:

"

927	14705	657 West 37th Avenue

".

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 the Sign By-law
Re: 3803-3823 West 10th Avenue and 2553 Highbury Street

At the Council meeting held on April 14, 2026, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

3803-3823 West 10th Avenue and 2553 Highbury Street

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

3803-3823 West 10th Avenue and 2553 Highbury Street	CD-1(933)	14789	C-2

".

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 the Noise Control By-law
Re: 3803-3823 West 10th Avenue and 2553 Highbury Street

At the Council meeting held on April 14, 2026, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

3803-3823 West 10th Avenue and 2553 Highbury Street

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

933	14789	3803-3823 West 10th Avenue and 2553 Highbury Street

".

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 the Sign By-law
Re: 2336-2366 Charles Street

Following the Public Hearing on September 15, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2336-2366 Charles Street

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

“

2336-2366 Charles Street	CD-1(934)	14790	C-2

”.

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 the Noise Control By-law
Re: 2336-2366 Charles Street

Following the Public Hearing on September 15, 2020, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2336-2366 Charles Street

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

934	14790	2336-2366 Charles Street

".

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 the Sign By-law
Re: 2180 West 6th Avenue

Following the Public Hearing held on May 20, 2025, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2180 West 6th Avenue

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

2180 West 6th Avenue	CD-1(936)	14793	C-2

".

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 the Noise Control By-law
Re: 2180 West 6th Avenue

After the Public Hearing on May 20, 2025, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

2180 West 6th Avenue

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule B (Intermediate Zone) by adding the following:

"

936	14793	2180 West 6th Avenue

".

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 the Sign By-law
Re: 130-150 West Broadway and 2520 Columbia Street

Following the Public Hearing held on May 30, 2024, Council resolved to amend the Sign By-law for this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

130-150 West Broadway and
2520 Columbia Street

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"

130-150 West Broadway and 2520 Columbia Street	CD-1(937)	14794	C-3A

".

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 the Noise Control By-law
Re: 130-150 West Broadway and 2520 Columbia Street

After the Public Hearing on May 30, 2024, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 27, 2026

130-150 West Broadway and
2520 Columbia Street

BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

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. Council amends Schedule A (Activity Zone) by adding the following:

"

937	14794	130-150 West Broadway and 2520 Columbia Street

".

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 Subdivision By-law No. 5208
Re: 4910-4950 Willow Street

Enactment of the attached by-law will delete 4910-4950 Willow Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of March 11, 2025 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 27, 2026

4910-4950 Willow Street

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

    (a) Lot 1 Block 837 District Lot 526 Plan 7686; PID: 010-352-082;

    (b) Lot 2 Block 837 District Lot 526 Plan 7686; PID: 010-352-104; and

    (c) Lot 3 Block 837 District Lot 526 Plan 7686; PID: 010-352-121.

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

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

4910-4950 Willow Street	map: 1 of 1 scale: NTS	↑

City of Vancouver

EXPLANATION

A By-law to amend Subdivision By-law No. 5208
Re: 5889-5925 Dunbar Street

Enactment of the attached by-law will delete 5889-5925 Dunbar Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of January 21, 2025 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 27, 2026

5889-5925 Dunbar Street

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

    (a) PID: 014-650-851, the North 1/2 of Lot 30, except the West 10 Feet Now Lane, Block 4 District Lot 320 Plan 1847; and

    (b) PID: 014-650-878, the South 1/2 of Lot 30, except the West 10 Feet Now Lane, Block 4 District Lot 320 Plan 1847.

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

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

5889-5925 Dunbar Street

map: 1 of 1
scale: NTS

City of Vancouver

EXPLANATION

A By-law to amend Subdivision By-law No. 5208
Re: 5238-5262 Granville Street and 1495 West 37th Avenue

Enactment of the attached by-law will delete 5238-5262 Granville Street and 1495 West 37th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of January 15, 2026 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 27, 2026

5238-5262 Granville Street and
1495 West 37th Avenue

BY-LAW NO.

A By-law to amend Subdivision By-law No. 5208

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

(a) PID 011-042-176; Lot 2 Block 891 District Lot 526 Plan 5887;
(b) PID 011-042-192; Lot 3 Block 891 District Lot 526 Plan 5887; and
(c) PID 011-042-222; Lot 4 Block 891 District Lot 526 Plan 5887.

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

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

5238-5262 Granville Street & 1495 West 37th Avenue	map: 1 of 1 scale: NTS	↑

City of Vancouver

EXPLANATION

Vancouver Development Cost Levy By-law No. 9755
regarding housekeeping amendments

At its meeting of July 21, 2026, Council resolved to amend the Vancouver Development Cost Levy By-law regarding consequential amendments to align this by-law with the proposed Amenity Cost Charges By-law. The attached by-law includes housekeeping amendments to implement Council's resolution.

Director of Legal Services
October 27, 2026

BY-LAW NO. _____

A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding housekeeping amendments

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

1. This by-law amends Vancouver Development Cost Levy By-law No. 9755.

2. Council renumbers sections 6.2(e) through (g) as 6.2(d) through (f), respectively.

3. In section 6.2(c), Council:

   (a) strikes “3.1A” and replaces it with “6.1”; and

   (b) strikes “3.1B (a) and (b)” and “3.1B (b)” and replaces them with “6.2 (a) and (b)” and 6.2 (b)”, respectively.

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
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding a housekeeping amendment

At its meeting of July 21, 2026, Council resolved to amend the Vancouver Utilities Development Cost Levy By-law regarding consequential amendments to align this by-law with the proposed Amenity Cost Charges By-law. The attached by-law includes a housekeeping amendment to implement Council's resolution.

Director of Legal Services
October 27, 2026

BY-LAW NO.

A By-law to amend
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding a housekeeping amendment

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

1. This by-law amends the indicated provisions of the Vancouver Utilities Development Cost Levy By-law No. 12183.

2. In section 4.4, Council strikes “3.14” and replaces it with “4.5”.

3. This by-law is to come into force and take effect upon enactment.

ENACTED by Council this day of , 2026

_____
Mayor

_____
City Clerk

EXPLANATION

A By-law to amend Area Specific Development Cost Levy By-law No. 9418 regarding a housekeeping amendment

At its meeting of July 21, 2026, Council resolved to amend the Area Specific Development Cost Levy By-law regarding consequential amendments to align this by-law with the proposed Amenity Cost Charges By-law. The attached by-law includes a housekeeping amendment to implement Council's resolution.

Director of Legal Services
October 27, 2026

BY-LAW NO. _____

A By-law to amend Area Specific Development Cost Levy By-law No. 9418 regarding a housekeeping amendment

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

1. This by-law amends the indicated provisions of the Area Specific Development Cost Levy By-law No. 9418

2. In section 4.4, Council strikes “a full construction” and replaces it with “an initial”.

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