

EXPLANATION**A By-law to amend Building By-law No. 12511
Regarding 2024 Housekeeping and Miscellaneous Amendments**

Enactment of this by-law will implement Council's resolution on April 23, 2024 to amend the Building By-law regarding housekeeping and miscellaneous amendments.

Director of Legal Services
May 7, 2024

BY-LAW NO.

A By-law to amend Building By-law No. 12511 Regarding 2024 Housekeeping and Miscellaneous Amendments

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

1. This By-law amends the indicated provisions of Building By-law 12511.
2. In Book I, Division B, Article 9.10.13.2., Council:
 - (a) strikes out "*principal*" and substitutes "principal"; and
 - (b) strikes out "*provided that the door conforms to*" and substitutes "provided that the door conforms to".
3. In Book I, Division C, Articles 1.6.2.3. and 1.6.2.5., Council:
 - (a) strikes out "building" wherever it appears and substitutes "*building*";
 - (b) strikes out "construction" wherever it appears and substitutes "*construction*"; and
 - (c) strikes out "permit" wherever it appears and substitutes "*permit*".
4. In Book II, Division B, Sentence 2.2.11.4.(3), Council strikes "(See Note A-2.2.11.4.(2).)" and substitutes "(See Note A-2.2.11.4.(3).)".
5. In Book II, Division B, in the Notes to Part 2, Council renumbers Note A-2.2.11.4.(2). as Note A-2.2.11.4.(3).
6. In Book II, Division C, Council strikes out Article 1.6.2.3 and substitutes the following:

"1.6.2.3. Valuation for Permit

(see Note A-1.6.2.3)".

 - 1)** The value of the proposed work for new *construction* stated on the application for the *permit* shall be determined as
 - a) the net *floor area* in square meters (m²) multiplied by \$2691.25 (\$250/ft²) for a single detached house or duplex,
 - b) the net *floor area* in square meters (m²) multiplied by \$2691.25 (\$250/ft²) for an *ancillary residential building*, or
 - c) the total current monetary worth of all proposed materials, *construction* and work related to the *building* for all other cases.
 - 2)** The value of the proposed work for an *alteration* to an *existing building* stated on the application for the *permit* shall be determined as

a) the renovated *floor area* in square meters (m²) multiplied by \$1937.69 (\$180/ft²) for a single detached house, duplex, or *ancillary residential building*,

b) the new or renovated vertical wall area in square meters (m²) where only the walls are being altered or added, multiplied by \$968.85 (\$90/ft²) for a single detached house, duplex or *ancillary residential building*, or

c) the total current monetary worth of all proposed materials, *construction* and work related to the *building* for all other cases.

3) The value of the proposed work established in Clause (1)(c) and (2)(c) shall include the total current monetary worth of all labour and all fees and costs incurred for design, investigative testing, consulting services, *construction*, *construction* management, *contractor's* profit and overhead, sales taxes, and *construction* insurance related to the *building*.

4) The total current monetary worth referred to in Clauses (1)(c) and (2)(c), and Sentence (3) shall include the market value of all labour, including unpaid labour provided by an *owner* or volunteer, and the market value of all materials, including donated, recycled or used materials.

5) The total current monetary worth referred to in Clause (1)(a) and Sentence (2) shall include all components of the *building*, notwithstanding the fact that some components of the *building* may be subject to other *permits* and fees.”.

7. In Book II, Division C, Article 1.6.2.4., Council strikes out Sentence (1) and substitutes the following:

“**1)** The *Chief Building Official* may review the value of the proposed work stated in an application, and may substitute a different value for the proposed work, based on a cost estimate prepared by a registered quantity surveyor using an *acceptable* valuation method.”.

8. In Book II, Division C, Notes to Part 1, Council inserts a new note as follows:

“A-1.6.2.3.(1)(b) and (c) Value of Proposed Work. The value of proposed work is a reference construction value used for the purposes of determining the applicable permit fees for a given project.

For new detached homes, duplexes, and ancillary residential building such as laneway houses, this may be determined through a simplified process based on the net *floor area*. This refers to the total aggregate floor space within the building and any associated accessory structures supporting human occupancy or storage. The area so established is to be considered the sum of all horizontal floor area located within the outermost extents of the exterior walls on each floor level, inclusive of all normally occupied space. This is intended to include service rooms or ancillary uses to support normal building operation and maintenance.

The total area to be used in the determination of the value of proposed work is to be determined to the first decimal place. This is multiplied by the factor identified in

Sentences 1.6.2.3.(1) or (2) as applicable in order to establish the value of the proposed work.”.

9. In Book II, Division C, Council strikes out Article 1.6.2.5. and substitutes the following:

“1.6.2.5. Fee Schedule

1) Except as permitted by Sentence (2), *permit* fees shall be calculated in accordance with the Fee Schedule at the end of this Part and the fees for *construction* without a *permit* are as outlined in Article 1.6.1.2.

2) The *Chief Building Official* may reduce *permit* fees in accordance with Part A, Section 4 of the Fee Schedule at the end of this Part for a *building* considered Social Housing, as defined in the Zoning and Development By-law.”.

10. In Book II, Division C, Sentence 1.6.2.6.(1) Council strikes out “or Article 1.6.4.5.”.

11. In Book II, Division C, Council strikes out Article 1.6.4.5.

12. 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.

13. This By-law is to come into force and take effect upon enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend Noise Control By-law No. 6555
regarding miscellaneous amendments**

Enactment of the attached By-law will implement Council's resolution of April 23, 2024 to amend the Noise Control By-law regarding miscellaneous amendments.

Director of Legal Services
May 7, 2024

BY-LAW NO. ____

**A By-law to amend Noise Control By-law No. 6555
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council strikes out section 1 and substitutes the following:

**“PART 1
INTERPRETATION**

By-law name

- 1.1 This by-law may be cited as the "Noise Control By-law".
3. Council renumbers section 2 as section 1.2.
4. In section 1.2, Council:
 - (a) strikes out “In this By-law where any abbreviation or technical standard is used but not defined specifically or by context, it shall be interpreted by reference to the definitions and technical standards last published by the Canadian Standards Association (CSA), the American Standards Institute (ANSI), the International Organization for Standardization (ISO), or the International ElectroTechnical Commission (IEC), as applicable and, unless the context otherwise requires:” and substitutes the following:

“Definitions

- 1.2 In this by-law, unless the context otherwise requires:”;
 - (b) in the definition of activity zone, strikes out “Schedule “A”” and substitutes “Schedule A, but does not include any areas that are located within the portions of the city shown outlined in Schedule B.1 or Schedule G.1”;
 - (c) in the definition of “approved sound meter”, strikes out “means an instrument calibrated to measure levels of sound pressure in accordance with the minimum specifications for type 2 general purpose sound level meters set out under ANSI S1.4 or IEC 123, and includes Bruel and Kjaer’s Sound Level Meter Type 2232, 2230, and 2205 as well as Larson-Davis Laboratories Model 700” and substitutes “means an ANSI or IEC Type 2 precision integrating meter that is calibrated for the measurement of sound”;
 - (d) adds a new definition for “commercial-size container” in the correct alphabetical order as follows:

““commercial-size container” has the meaning set out in the Solid Waste By-law,”;
 - (e) strikes out the definition of daytime and substitutes the following:

““daytime” means:

- (a) unless otherwise provided in this by-law, from 7:00 a.m. to 10:00 p.m. on any weekday or Saturday, and from 10:00 a.m. to 10:00 p.m. on any Sunday or holiday; and
- (b) in the case of B.C. Place Stadium, Rogers Arena, and a civic plaza in the event zone, from 7:00 a.m. to 11:00 p.m. on any weekday or Saturday, and from 10:00 a.m. to 11:00 p.m. on any Sunday or holiday;”;
- (f) strikes out the definition of downtown area in its entirety;
- (g) in the definition of event zone, strikes out “Schedule “B.2”” and substitutes “Schedule G.1”;
- (h) in the definition of extended hours, strikes out “means the difference between the time at which any particular class of standard hours liquor establishment opens or closes for business in any particular area, and the time at which the same class of extended hours liquor establishment opens or closes for business in the same area” and substitutes “has the meaning set out in the Licence By-law”;
- (i) in the definitions of extended hours liquor establishment and standard hours liquor establishment, strikes out “License By-law” and substitutes “Licence By-law”;
- (j) strikes out the definition of holiday and substitutes the following:

““holiday” includes:

- (a) Sunday, Christmas Day, Good Friday and Easter Monday;
- (b) Canada Day, Victoria Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Remembrance Day, Family Day and New Year’s Day;
- (c) December 26; and
- (d) a day fixed by the Parliament of Canada or by the Legislature, or appointed by proclamation of the Governor General or the Lieutenant Governor, to be observed as a day of general prayer or mourning, a day of public rejoicing or thanksgiving, a day for celebrating the birthday of the reigning Sovereign, or as a public holiday;”;
- (k) in the definition of intermediate zone, strikes out “Schedule “B” and that portion of the City shown outlined on Schedule “B.1”” and substitutes “Schedule B and that portion of the city shown outlined on Schedule B.1, but does not include any areas that are located within the portion of the city shown outlined in Schedule G.1”;
- (l) strikes out the definition of point of reception and substitutes the following:

““point of reception” means:

- (a) a point in a lane or street, adjacent to but outside of the property occupied by the recipient of the noise or sound, that represents the shortest distance between that property and the source of the noise;
- (b) where no lane, street, or other public property exists between the recipient and the source, any point outside the property line of the real property from which the noise or sound emanates; or
- (c) in the case of noise emanating from inside Rogers Arena, a point as defined in subsection (a) or (b) or a point immediately adjacent to and outside of any dwelling unit located within the site legally described as PID: 018-500-374, Lot 221, Plan LMP 12038,

and in any case, at least 1.2 m above the surface of the ground;”;

- (m) in the definition of power equipment, adds “, but does not include chain saws” after “hand-operated power tools”;
- (n) in the definition of quiet zone, strikes out “City” and substitutes “city”;
- (o) strikes out the definitions of Restaurant – Class 1 and Restaurant – Class 2 in their entirety and substitutes the following:

““restaurant” has the meaning set out in the Licence By-law;”;
- (p) in the definition of slow response, strikes out “means the pre-determined setting of a sound level meter, which setting meets the minimum specifications set out in ANSI S1.4 or IEC 123” and substitutes “means the slow response setting of an approved sound meter “; and
- (q) in the definition of “sound level”:
 - (a) adds “, with the energy average equivalent level (leq)” after “approved sound meter”, and
 - (b) strikes out “.” and substitutes “;”.

5. Council adds the following new sections in the correct numerical order:

“Schedules

1.3 The schedules attached to this by-law form part of this by-law.

Severability

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

6. Council strikes out sections 3, 3A, 4, 4A, 4B, 5, 6, 6A, 7, 8, 9, 10, 11, 11A, 11B, 11C, 11D, 11E, 12, 12A, 13, 13A, 14, 14A, 14B, 14C, 14D, 15, 16, 17, 18 and 19, and substitutes the following:

“PART 2 SOUND LEVELS

Continuous sound in quiet zone

2.1 In a quiet zone, a person must not make, cause or permit to be made or caused, continuous sound, the sound level of which:

- (a) during the daytime:
 - (i) exceeds a rating of 55 dBA on an approved sound meter when received at a point of reception within a quiet zone, or
 - (ii) exceeds a rating of 60 dBA on an approved sound meter when received at a point of reception within an intermediate zone, an activity zone or an event zone; or
- (b) during the nighttime:
 - (i) exceeds a rating of 45 dBA on an approved sound meter when received at a point of reception within a quiet zone, or
 - (ii) exceeds a rating of 55 dBA on an approved sound meter when received at a point of reception within an intermediate zone, an activity zone or an event zone.

Continuous sound in intermediate zone

2.2 In an intermediate zone, a person must not make, cause or permit to be made or caused, continuous sound, the sound level of which:

- (a) during the daytime:
 - (i) exceeds a rating of 60 dBA on an approved sound meter when received at a point of reception within a quiet zone, or
 - (ii) exceeds a rating of 70 dBA on an approved sound meter when received at a point of reception within an intermediate zone, an activity zone or an event zone; or
- (b) during the nighttime:
 - (i) exceeds a rating of 50 dBA on an approved sound meter when received at a point of reception within a quiet zone, or
 - (ii) exceeds a rating of 65 dBA on an approved sound meter when received at a point of reception within an intermediate zone, an activity zone or an event zone.

Continuous sound in activity zone or event zone

2.3 In an activity zone or an event zone, a person must not make, cause or permit to be made or caused, continuous sound, the sound level of which:

- (a) during the daytime:
 - (i) exceeds a rating of 60 dBA on an approved sound meter when received at a point of reception within a quiet zone, or
 - (ii) exceeds a rating of 70 dBA on an approved sound meter when received at a point of reception within an intermediate zone or an activity zone; or
- (b) during the nighttime:
 - (i) exceeds a rating of 55 dBA on an approved sound meter when received at a point of reception within a quiet zone, or
 - (ii) exceeds a rating of 65 dBA on an approved sound meter when received at a point of reception within an intermediate zone or an activity zone.

Non-continuous sound in all zones

2.4 In a quiet zone, an intermediate zone, an activity zone, or an event zone, a person must not make, cause or permit to be made or caused, non-continuous sound, the sound level of which:

- (a) during the daytime exceeds a rating of 75 dBA on an approved sound meter when received at the point of reception; or
- (b) during the nighttime exceeds a rating of 70 dBA on an approved sound meter when received at the point of reception.

Noise emanating from a street

2.5 Noise or sound emanating from a source on a street is, for the purposes of sections 2.1, 2.2, 2.3 and 2.4, deemed to be emanating from an activity zone, and must be measured at the point of reception or at least 6.1 m from the source of the noise or sound, whichever is greater.

Noise received on a street

2.6 Where noise or sound emanating from a source on a parcel of real property is received on a street, for the purposes of sections 2.1, 2.2, 2.3 and 2.4, the street is deemed to be an activity zone, and the noise or sound must be measured at least 6.1 m from the source of the noise or sound.

PART 3 PROHIBITED NOISES OR SOUNDS

Prohibited noises or sounds

3.1 The following noises or sounds are prohibited, despite the fact that such noises or sounds may not constitute a violation of any other provision of this by-law, and a person must not make, cause or permit to be made or caused, any such noise or sound:

- (a) the bass noise or bass sound made by a radio, television, player or other sound playback device, public address system, or any other music or voice amplification equipment, musical instrument, whether recorded or live, whether amplified or not, in commercial premises, the level of which:
 - (i) during the daytime, exceeds a rating of 70 dBC on an approved sound meter for a period of three minutes at the point of reception,
 - (ii) during the nighttime, exceeds a rating of 65 dBC on an approved sound meter for a period of three minutes at the point of reception,
 - (iii) if residential premises are in the same building or share a party wall with the commercial premises, or if a wall of residential premises and the wall of the commercial premises are flush against one another, exceeds a rating of 55 dBC on an approved sound meter for a period of three minutes in such residential premises at the centre of the living room or bedroom which is closest to the commercial premises in the same building or with which such residential premises shares a party wall or wall that is flush to a wall of the commercial premises, or
 - (iv) if the commercial premises are an extended hours liquor establishment:
 - (A) located in any area outlined in black on Schedule F – Map 1 or Schedule F – Map 4, exceeds a rating of 80 dBC, or
 - (B) located in any area outlined in black on Schedule F – Map 2, Schedule F – Map 3, Schedule F – Map 5, Schedule F – Map 6, or Schedule F – Map 7, exceeds a rating of 75 dBC,
- during extended hours, on an approved sound meter for a period of one minute at a distance of 3 m from an exterior wall of the building in which that liquor establishment is situate, and at least 1.2 m above the ground;
- (b) the noise or sound made by a radio, television, player or other sound playback device, public address system, or any other music or voice amplification equipment, musical instrument, whether recorded or live, whether amplified or not, in commercial premises the level of which:
 - (i) exceeds 3 dBA above the background noise on an approved

sound meter when measured for a period of three minutes at the point of reception,

- (ii) if residential premises are in the same building or share a party wall with the commercial premises, or if a wall of residential premises and the wall of the commercial premises are flush against one another:

- (A) during the daytime, exceeds a rating of 50 dBA, or

- (B) during the nighttime, exceeds a rating of 45 dBA,

on an approved sound meter for a period of three minutes, in such residential premises, at the centre of the living room or bedroom which is closest to the commercial premises in the same building or with which such residential premises shares a common wall or party wall or wall that is flush to a wall of the commercial premises, or

- (iii) if the commercial premises are an extended hours liquor establishment, during extended hours, exceeds 3 dBA above the background noise on an approved sound meter for a period of one minute at a distance of 3 m from an exterior wall of the building in which that liquor establishment is situate, and at least 1.2 m above the ground;

- (c) the noise or sound made by music, whether recorded or live, whether amplified or not, in commercial premises, the sound level of which exceeds an interior rating of 90 dBA on an approved sound meter when measured within the premises at a distance of not less than 6.1 m from the source, unless a notice containing the word "CAUTION" in bold face, followed by the words "THE SOUND LEVEL WITHIN THESE PREMISES MAY BE HAZARDOUS TO YOUR HEARING" in capital letters and the symbol shown on Schedule "D", is posted in a prominent location at the entry to the premises, and is constructed so that:

- (i) it is rectangular in shape,

- (ii) it is at least 15 cm high and 30.5 cm wide,

- (iii) the lettering for the word "CAUTION" is at least 2 cm high and in red and for the balance of the script is at least 1 cm high and in any colour which contrasts with the background, and

- (iv) the symbol is at least 10 cm high;

- (d) the noise or sound made by live entertainment in a restaurant after 9:00 a.m. and before 1:00 a.m., that exceeds an interior rating of 90 dBA on an approved sound meter when measured within the restaurant for a period of three minutes at a distance of 2 m from an exterior or party wall, and at a height of at least 1.2 m above the floor;

- (e) the noise or sound made by power equipment:
 - (i) during the nighttime, or
 - (ii) during the daytime that exceeds a rating of 77 dBA on an approved sound meter when received at the greater of 15.2 m or a point of reception;
- (f) the noise or sound made by a chain saw:
 - (i) during the nighttime, or
 - (ii) during the daytime that exceeds a rating of 87 dBA on an approved sound meter when received at a point of reception;
- (g) the noise or sound made by beach screening equipment owned by the Vancouver Park Board that exceeds a rating of 77 dBA on an approved sound meter when received at the greater of 15.2 m or a point of reception;
- (h) the noise or sound resulting from construction:
 - (i) in or adjacent to residential premises, but not including a street, the continuous sound level of which exceeds a rating of 85 dBA on an approved sound meter when measured at the property line of the parcel of land where the construction is taking place that is nearest to the point of reception of the noise or sound, or
 - (ii) that disturbs the quiet, peace, rest or enjoyment of the public, except:
 - (A) from 7:30 a.m. to 8:00 p.m. on any weekday that is not a holiday, or from 10:00 a.m. to 8:00 p.m. on any Saturday that is not a holiday, or
 - (B) for construction on a street, from 7:00 a.m. to 8:00 p.m. on any weekday or Saturday, or from 10:00 a.m. to 8:00 p.m. on any Sunday or holiday;
- (i) the noise or sound made by a mechanical or hydraulic lift attached to a motor vehicle used for the transportation of solid waste when collecting solid waste from a commercial-size container that is located in or adjacent to residential premises:
 - (i) outside the area shown outlined in Schedule C except from 7:00 a.m. to 8:00 p.m. on any weekday, or from 10:00 a.m. to 8:00 p.m. on any Saturday, Sunday, or holiday, or
 - (ii) inside the area shown outlined in Schedule C except from 6:00 a.m. to midnight on any weekday, or from 10:00 a.m. to midnight on any Saturday, Sunday, or holiday,

except when such noise or sound is made by the City between 10:00 p.m. and 7:00 a.m. in the night shift area, as defined in the Solid Waste By-law;

- (j) any noise or sound made in a street, park or similar public place that disturbs or tends to disturb unreasonably the quiet, peace, rest, enjoyment, comfort or convenience of persons in the neighbourhood or vicinity.

Prohibited noises or sounds from premises

3.2 The following noises or sounds are prohibited, despite the fact that such noises or sounds may not constitute a violation of any other provision of this by-law, and the owner or occupant of any premises must not make, cause or permit to be made or caused, any such noise or sound:

- (a) the noise or sound made by live entertainment in a restaurant after 1:00 a.m. and before 9:00 a.m.;
- (b) the noise or sound made by a leaf blower:
 - (i) operated within the boundaries of the area of the city outlined in black on Schedule E, or
 - (ii) operated in any area of the city outside the boundaries outlined in black on Schedule E, within 50 m of any residential property line except between the hours of 8:00 a.m. to 6:00 p.m. on any weekday or between the hours of 9:00 a.m. to 5:00 p.m. on any Saturday;
- (c) the following noises or sounds emanating from premises when they are clearly audible to an individual or member of the public who is not on the same premises:
 - (i) noise resulting from a gathering of two or more persons at any time, where one or more human voice is raised beyond the level of ordinary conversation;
 - (ii) the sound of a radio, television, player or other sound playback device, public address system, or any other music or voice amplification equipment, musical instrument, whether recorded or live, whether amplified or not, except when the sound emanates from commercial premises, or
 - (iii) the noise resulting from construction except during the hours and days during which section 3.1(h)(ii) permits a person to carry on construction.

Construction sign requirement

3.3 The owner of a parcel of land upon which construction is taking place must:

- (a) post a sign in a prominent location on the parcel of land that is clearly visible from at least one adjacent street that:
 - (i) is rectangular in shape,
 - (ii) is at least 42.5 cm high and 27.5 cm wide,
 - (iii) contains script that is at least 1.25 cm high, and is in a colour that contrasts with the background of the sign, and
 - (iv) sets out the sections of this by-law that apply to the construction, the name of the general contractor for the construction on the parcel of land, the name and telephone number of an individual representative of that general contractor that persons may contact during all on-site working hours, and the City's contact information for complaints; and
- (b) maintain the sign during the course of construction.

PART 4 EXCEPTIONS

Application of certain sections

4.1 Sections 2.1, 2.2, 2.3, 2.4 and 3.1(j) of this by-law do not apply to noise or sound made:

- (a) as a consequence of the construction, cleaning, or other maintenance of any building, street, sewer, water main, electrical duct, or other public utility;
- (b) by the sound of church bells, chimes, or carillons, whether amplified or not; or
- (c) as a consequence of the lawful testing of an emergency generator provided that it is not operated more than once a month during the daytime, and for a maximum of 60 minutes, plus once a year for a maximum of 180 minutes, and its continuous sound level does not exceed a rating of 80 dBA on an approved sound meter when measured at the point of reception or at least 6.1 m from its source, whichever is the greater.

Application of zone sound levels to prohibited noises or sounds

4.2 Despite any other provision of this by-law, if a sound level has been set out for a noise or sound in section 3.1 that exceeds the sound levels set out in sections 2.1, 2.2, 2.3 and 2.4 of this by-law, then the sound levels set out in sections 2.1, 2.2, 2.3 and 2.4 do not apply to that noise or sound.

Exceptions

4.3 Despite any other provision of this by-law, a person may make, cause or permit to be made or caused, a noise or sound that exceeds the sound levels set out in this by-law where such noise or sound:

- (a) emanates from residential premises and the point of reception is in the same building;
- (b) is made by equipment used to remove snow or ice;
- (c) is made when performing works of an emergency nature for the preservation or protection of property, life or health, including sound made by any equipment or vehicles used for that purpose;
- (d) is made by a participant in and as a consequence of a festival, race, parade or other special event provided such program, festival, race, parade or event has been authorized by Council;
- (e) emanates from B.C. Place Stadium and is caused by a concert or an event using motor vehicles, provided that the total number of such concerts or events does not exceed 10 in a year;
- (f) emanates from B.C. Place Stadium and is caused by the cheering of crowds at a sporting event; or
- (g) emanates from Rogers Arena during a concert or sporting event, provided that the sound level does not exceed an average of 82 dBC when measured using an approved sound meter at the point of reception, for a continuous period of 15 minutes.

Exceptions for construction and special events

4.4 In any case where it is impossible or impractical to comply with sections 3.1(h)(i) or (ii) or where, as the result of a special event, sections 2.1, 2.2, 2.3, 2.4 or 3.1(j) cannot be complied with, an application in the form prescribed by the Chief Building Official may be made to the Chief Building Official for an exception in the case of construction work, and an application in the form prescribed by the Chief Licence Inspector may be made to the Chief Licence Inspector in the case of a special event, and the Chief Building Official or Chief Licence Inspector may give consent in writing to carry on any such works or events outside the prescribed limits and upon such terms as the Chief Building Official or Chief Licence Inspector determines, except that an exception must not be granted for a period longer than 180 days, and:

- (a) the Chief Building Official or Chief Licence Inspector may require additional documentation prior to making a decision whether to grant an exception, including a report from a registered professional acoustical engineer;
- (b) the application must be submitted at least five working days prior to the date of the proposed works or events;

- (c) in any case where, because of an emergency or other unforeseen circumstance, an application cannot be submitted within the time limit prescribed in (b) above, the Chief Building Official or Chief Licence Inspector may waive that limitation;
- (d) the Chief Building Official or Chief Licence Inspector may suspend an exception issued under this section at any time; and
- (e) each application must be accompanied by the following non-refundable fee:
 - (i) for an application submitted at least five working days prior to the date of the proposed activity.....\$237.00, and
 - (ii) for an application submitted less than five working days prior to the date of the proposed activity, if the time limit has been waived under (c) above.....\$470.00.”.

7. Council strikes out section 20 and substitutes the following:

“PART 5 OFFENCES AND PENALTIES

Offences under by-law

5.1 A person who:

- (a) violates any of the provisions of this by-law or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this by-law;
- (b) neglects to do or refrains from doing anything required to be done by any of the provisions of this by-law; or
- (c) does any act which violates any of the provisions of this by-law,

is guilty of an offence against this by-law and liable to the penalties hereby imposed, and each day that a violation is permitted to exist shall constitute a separate offence.

Fines for offences

5.2 Every person who commits an offence against this by-law is liable to a fine and penalty of not more than \$10,000.00 and not less than \$250.00 for each offence, except that:

- (a) every person who commits an offence against section 3.1(h)(ii) by carrying on construction other than within the times specified or section 3.1(i) by causing noise from solid waste collection other than within the times specified is liable to a fine of not less than \$500.00 for each offence; and
- (b) every person who commits an offence against section 3.1(a)(i), (ii) or (ii)

or section 3.1(b)(i) or (ii), is liable to a fine of not less than \$500.00 for each offence.

Fine for continuing offence

5.3 Every person who commits an offence of a continuing nature against this by-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”.

8. Council strikes out sections 21 and 22.

9. Council renumbers sections 23 and 24 as sections 6.1 and 6.2, respectively.

10. Council:

(a) adds the following section heading below section 5.3:

**“SECTION 6
REPEAL AND ENACTMENT”;**

(b) adds the following heading immediately above section 6.1:

“Repeal”; and

(c) adds the following heading immediately above section 6.2:

“Force and effect”.

11. In Schedule A, Council:

(a) adds “I-3” and “I-4” under “The following districts, which are more particularly described in the Zoning and Development By-law of the City of Vancouver, constitute part of the Activity Zone:”;

(b) strikes out “405 (8326) 395 West 5th”;

(c) strikes out “(8459)” under the column for By-law # in the line for CD-1 (411) and substitutes “8459”;

(d) strikes out “412” under the column for CD-1 # in the line for by-law 8546 and substitutes “414”;

(e) adds “237” under the column for CD # in the line for by-law 6475; and

(f) strikes out the entries for CD-1 (20) By-law 4015 and CD-1 (24) By-law 4065 and substitutes the following:

“321	7232	1601 West Georgia Street
		1601-1650 Bayshore Drive”.

12. In Schedule B, under “The following districts, which are more particularly described in the Zoning and Development By-law of the City of Vancouver, constitute part of the Intermediate Zone:”, Council:

- (a) strikes out “I-3”; and
 - (b) adds “C-5A”, “C-7” and “C-8”.
13. Council renumbers Schedule B.2 as Schedule G.1.
14. Council strikes out Schedule E.
15. Council renumbers Schedule F as Schedule E.
16. 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.
17. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend Animal Control By-law No. 9150
regarding noises made by other animals**

Enactment of the attached by-law will implement Council's resolution of April 23, 2024 to amend the Animal Control By-law regarding noises made by other animals.

Director of Legal Services
May 7, 2024

**A By-law to amend Animal Control By-law No. 9150
regarding noises made by other animals**

1. This by-law amends the indicated provisions of the Animal Control By-law No. 9150.
2. In section 7, Council adds the following new section in the correct numerical order:

7.17 A person who owns or occupies premises must not permit, suffer, or allow the cry of an other animal that a person not on the same premises can easily hear and that disturbs or tends to disturb unreasonably the quiet, peace, rest, enjoyment, comfort or convenience of such person.”.

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

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Ticket Offences By-law No. 9360
regarding Noise Control By-law amendments**

Enactment of the attached by-law will implement Council's resolution of April 23, 2024 to amend the Ticket Offences By-law regarding Noise Control By-law amendments.

Director of Legal Services
May 7, 2024

BY-LAW NO. _____

**A By-law to amend the
Ticket Offences By-law No. 9360
regarding Noise Control By-law amendments**

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

1. This By-law amends the indicated provisions and schedules of the Ticket Offences By-law.
 2. In Table 4, Council:
 - (a) strikes out the entries in Column 1, Column 2 and Column 3 for “Operate leaf blower without manufacturer’s decal”;
 - (b) in Column 2, strikes out “Refuse” wherever it appears and substitutes “Solid waste”; and
 - (c) in Column 3:
 - (i) strikes out “Section 4 (a)” and substitutes “Section 3.2(c)(i)”,
 - (ii) strikes out “Section 4 (b)” and substitutes “Section 3.2(c)(ii)”,
 - (iii) strikes out “Section 4 (c)” and substitutes “Section 3.2(c)(iii)”,
 - (iv) strikes out “Section 14 (a)” and substitutes “Section 3.1(e)(ii)”,
 - (v) strikes out “Section 14A” and substitutes “Section 3.1(e)(i)”,
 - (vi) strikes out “Section 14C (a)” and substitutes “Section 3.2(b)(i)”,
 - (vii) strikes out “Section 14C (b)” and substitutes “Section 3.2(b)(ii)”,
 - (viii) strikes out “Section 15” and substitutes “Section 3.1(h)(i)”,
 - (ix) strikes out “Section 16” and substitutes “Section 3.1(h)(ii)”,
 - (x) strikes out “Section 19(a)” and substitutes “Section 3.1(i)(i)”, and
 - (xi) strikes out “Section 19(b)” and substitutes “Section 3.1(i)(ii)”.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

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

Following the Public Hearing on April 25, 2023, Council gave conditional approval to the rezoning of the site at 657-685 East 18th Avenue. The rezoning report included references to the existing RS zoning. On October 17, 2023, Council approved amendments to the Zoning and Development By-law that consolidated nine RS residential zones by rezoning areas zoned RS-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-5, RS-6 and RS-7 to a new R1-1 Residential Inclusive zone. As a result of that consolidation, the references to RS-1 in the original draft of this by-law have been updated to R1-1. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
May 7, 2024

657-685 East 18th Avenue

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 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 , 2024

Mayor

City Clerk

KINGSWAY



map: 1 of 1
scale: NTS

EXPLANATION**A By-law to amend the Sign By-law
Re: 3205 Arbutus Street**

At the Public Hearing on April 25, 2023, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 7, 2024

3205 Arbutus 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:

“

3205 Arbutus Street	CD-1(865)	13966	C-1
---------------------	-----------	-------	-----

”.

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 3205 Arbutus Street**

After the Public Hearing on April 25, 2023, 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
May 7, 2024

3205 Arbutus 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:

“

865	13966	3205 Arbutus 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 , 2024

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 8302 Beatrice Street**

Following public hearing on February 14 and 21, 2023, Council approved in principle the land owner's application to rezone the above noted property from RS-1B (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.

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

Director of Legal Services
May 7, 2024

BY-LAW NO.

A By-law to enact a Housing Agreement for 8302 Beatrice Street

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

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

PID: 009-453-814 Lot B, Except Part in Explanatory Plan 7314, Block K District
Lot 328 Plan 9822

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 , 2024

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

Jonathan Cheng
City of Vancouver, Law Department
453 West 12th Avenue
Vancouver BC V5Y 1V4
(604) 673-8136

LS-23-00055-005
Housing Agreement
8302 Beatrice Street

2. Description of Land

PID/Plan Number Legal Description

009-453-814 LOT B, EXCEPT PART IN EXPLANATORY PLAN 7314, BLOCK K DISTRICT LOT 328 PLAN 9822

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)

CITY OF VANCOUVER

6. Transferee(s)

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

7. Additional or Modified Terms




8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

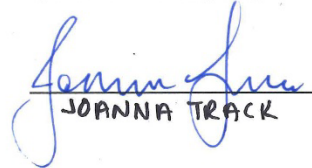
Execution Date

Transferor / ~~Transferee~~ / Party Signature(s)


Tessa Rowland
Barrister & Solicitor
City of Vancouver-Legal Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

YYY-MM-DD
2024-04-23

CITY OF VANCOUVER as transferor
By their Authorized Signatory


JOANNA TRACK

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)

YYY-MM-DD

CITY OF VANCOUVER as transferee
By their Authorized Signatory

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

8302 Beatrice Street

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, CITY OF VANCOUVER, is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning") from RS-1B (Residential) District to a CD-1 (Comprehensive Development) District, to increase the maximum floor space ratio (FSR) from 0.70 to 2.04 and increase the maximum building height from 10.7 m (35 ft.) to 25.0 m (82 ft.) to permit the development of a six-storey residential building containing a total of 72 social housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:
- "2.6 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/or Section 219 Covenant to secure all residential units as social housing units for the longer of 60 years or the life of the building, subject to the following conditions and requirements:
- (a) A no separate-sales covenant is required;
 - (b) A no stratification covenant is required;
 - (c) A provision that none of such units will be rented for less than one month at a time;
 - (d) A requirement that all units comply with the definition of "social housing" in the applicable City Development Cost Levy By-law;
 - (e) All dwelling units will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and
 - (f) Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require."
- (the "Social Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);
- (c) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (j) **"General Manager of Planning, Urban Design and Sustainability"** means the 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 their respective nominees;

- (k) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (l) **"Housing Income Limit" or "HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (m) **"Income Assistance"** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"New Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (r) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (s) **"Old Age Security"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (t) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;

- (u) **"Owner's Personnel"** means any and all of the contractors, subcontractors, employees, agents, licensees, invitees and permittees of the Owner;
- (v) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (x) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (z) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (aa) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (bb) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (cc) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and

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

1.2 **Interpretation.** In this Agreement:

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

ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "**Social Housing Units**"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "**Replacement Social Housing Unit**") and will be subject, for the remaining duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) all of the Social Housing Units will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and
 - (ii) all of the occupants of the Social Housing Units will be provided with support services, being access to on-site services which may include a meal program, staffing, and connection to health and wellness services;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (j) throughout the Term, the Social Housing Units will only be legally and beneficially owned by a non-profit corporation or by or on behalf of the City, the Province of British Columbia or Canada as a single legal entity;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit are no higher than the shelter component of Income Assistance; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).

- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

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

- A. withholding any permit pursuant to this Agreement; or
B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, but excluding any grossly negligent 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:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, but excluding any grossly negligent acts on the part of the City or the City Personnel.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

- 7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

- (b) If to the Owner:

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

Attention: Director of Real Estate

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

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this

Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2518 – 2540 Grandview Highway South**

Following public hearing on February 14 and 21, 2023, Council approved in principle the land owner's application to rezone the above noted property from RT-2 (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.

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

Director of Legal Services
May 7, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2518-2540 Grandview Highway South**

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

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

PID: 006-908-306	Lot 5 Block T Section 45 Town of Hastings Suburban Lands Plan 11660
PID: 002-625-911	Lot 4 Block T Section 45 Town of Hastings Suburban Lands Plan 11660

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 , 2024

Mayor

City Clerk



1. Application

Jonathan Cheng
City of Vancouver, Law Department
453 West 12th Avenue
Vancouver BC V5Y 1V4
(604) 673-8136

LS-24-00764-002
Housing Agreement
2518-2540 Grandview Highway South

2. Description of Land

PID/Plan Number	Legal Description
006-908-306	LOT 5 BLOCK T SECTION 45 TOWN OF HASTINGS SUBURBAN LANDS PLAN 11660
002-625-911	LOT 4 BLOCK T SECTION 45 TOWN OF HASTINGS SUBURBAN LANDS PLAN 11660

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 2.1
COVENANT		Section 3.1

4. Terms

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

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

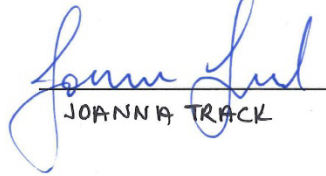
Execution Date

Transferor / ~~Transferee~~ / ~~Party Signature(s)~~


Tessa Rowland
Barrister & Solicitor
City of Vancouver-Legal Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

YYY-MM-DD
2024-04-23

CITY OF VANCOUVER as transferor
By their Authorized Signatory


JOANNA TRACK

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)~~

YYY-MM-DD

CITY OF VANCOUVER as transferee
By their Authorized Signatory

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

2518 - 2540 GRANDVIEW HIGHWAY SOUTH

WHEREAS:

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

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

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

C. The Owner made an application to rezone the Lands (the "Rezoning") from RT-2 (Residential) District to a CD-1 (Comprehensive Development) District, to increase the maximum floor space ratio (FSR) from 0.75 to 2.30 and increase the maximum building height from 9.2 m (30 ft.) to 22.0 m (72 ft.) to permit the development of a six-storey residential building containing a total of 64 social housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"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/or Section 219 Covenant to secure all residential units as social housing units for the longer of 60 years or the life of the building, subject to the following conditions and requirements:

- (a) A no separate-sales covenant is required;
- (b) A no stratification covenant is required;
- (c) A provision that none of such units will be rented for less than one month at a time;
- (d) A requirement that all units comply with the definition of "social housing" in the applicable City Development Cost Levy By-law;
- (e) All dwelling units will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and

- (f) *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require."*

(the "Social Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;

- (j) **"General Manager of Planning, Urban Design and Sustainability"** means the 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 their respective nominees;
- (k) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (l) **"Housing Income Limit" or "HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (m) **"Income Assistance"** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"New Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (r) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (s) **"Old Age Security"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;

- (t) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (u) **"Owner's Personnel"** means any and all of the contractors, subcontractors, employees, agents, licensees, invitees and permittees of the Owner;
- (v) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (x) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (z) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (aa) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (bb) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (cc) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:

- (i) the date as of which the New Building is demolished or substantially destroyed; or
- (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (dd) "**Vancouver Charter**" means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "**Social Housing Units**"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "**Replacement Social Housing Unit**") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) all of the Social Housing Units will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance; and
 - (ii) all of the occupants of the Social Housing Units will be provided with support services, being access to on-site services which may include a meal program, staffing, and connection to health and wellness services;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and

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Housing Agreement (Social Housing)
2518 - 2540 Grandview Highway South

- (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (j) throughout the Term, the Social Housing Units will only be legally and beneficially owned by a non-profit corporation or by or on behalf of the City, the Province of British Columbia or Canada as a single legal entity;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:

- (i) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit are at the shelter component of Income Assistance;
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. withholding any permit pursuant to this Agreement; or

- B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, but excluding any grossly negligent 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:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, but excluding any grossly negligent acts on the part of the City or the City Personnel.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

- 7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

- (b) If to the Owner:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia

V5Y IV4

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

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

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
 - (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1210 Seymour Street**

The Development Permit Board approved in principle the land owner's Development Application, under number DP-2022-00227, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
May 7, 2024

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1210 Seymour 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:

NO PID

Lot 1 Block 104 Group 1 District Lot 541 New Westminster
District Plan EPP126625

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 , 2024

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

**JULIA THIELMANN
Miller Thomson LLP
2200, 700 West Georgia Street
Vancouver BC V7Y 1K8
6046872242**

CLT Seymour File No. 0202846.0024
Housing Agreement
Part II Terms 70289838

2. Description of Land

PID/Plan Number	Legal Description
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EPP126625	LOT 1 BLOCK 104 GROUP 1 DISTRICT LOT 541 NEW WESTMINSTER DISTRICT PLAN EPP126625
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3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Agreement

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)

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

7. Additional or Modified Terms




8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature


Execution Date

Transferor / Transferee / Party Signature(s)


STACY MCFARLANE, Lawyer
City of Vancouver
Legal Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

YYY-MM-DD
2024-04-24

CITY OF VANCOUVER
By their Authorized Signatory


Name:
JEFFREY M. GREENBERG
453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER & SOLICITOR
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)

YYY-MM-DD

CITY OF VANCOUVER
By their Authorized Signatory

Name:

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)
1210 SEYMOUR STREET

WHEREAS:

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

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

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

C. The Owner applied to the City under the Development Application to develop on the Lands a 9-storey mixed use building containing 112 dwelling units (social housing) and commercial (retail), all over one level of underground parking with vehicular access from the lane, which Development Application was approved by the Development Permit Board in principle subject to, *inter alia*, fulfilment of the following condition:

"1.1 arrangements shall be made to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function), and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing all dwelling units as social housing for a term equal to the longer of 60 years and the life of the building, which will contain the following terms and conditions:

- i. a no separate-sales covenant;*
- ii. a no stratification covenant;*
- iii. that the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*
- iv. a requirement that not less than 30% of the social housing units will be occupied only by households with incomes below the current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no*

higher than 30% of the aggregate household income of the members of the household occupying such social housing unit;

- v. *requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755; and*

or such other terms and conditions at the General Manager of Planning, Urban Design and Sustainability (or successor in function) and the Director of Legal Services may in their sole discretion require."

(the "Social Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "**City**" and "**City of Vancouver**" are defined in Recital A(ii);
- (c) "**City Manager**" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "**Commencement Date**" means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) "**Development**" means the development on the Lands described in Recital C as contemplated by the Development Permit;
- (g) "**Development Application**" means Development Application number DP-2022-00227;
- (h) "**Development Permit**" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Development Application at any time following the date this Agreement is fully executed by the parties;

- (i) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (k) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (l) **"Housing Income Limit" or "HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (m) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"New Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (r) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;

- (s) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (t) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (u) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (v) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (w) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (x) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (y) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (z) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

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

- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the “**Social Housing Units**”), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred (other than by way of mortgage, covenant, right of way or easement) unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of

any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month at a time;
- (j) throughout the Term, all of the Social Housing Units will be owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
 - (ii) a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit satisfy the requirements of Section 2.1(d); and
 - (iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and

- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
 - (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. withholding any permit pursuant to this Agreement; or
 - B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be

unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

- 7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

- (b) If to the Owner:

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

Attention: Director of Real Estate

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

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a

postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers,

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

- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

END OF DOCUMENT

EXPLANATION**A By-law to provide for a declaration regarding
tax relief from development potential for 2024**

The attached By-law will help implement Council's resolution of March 13, 2024 regarding the extension of the pilot development potential tax relief program in 2024 tax year for eligible properties as authorized by section 374.6 of the Vancouver Charter.

Director of Legal Services
May 7, 2024

BY-LAW NO. ____

A By-law to provide for tax relief from development potential for 2024

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

1. This By-law may be referred to for convenience as the “Development Potential Tax Relief By-law, 2024”.
2. This By-law authorizes tax relief under section 374.6 of the Vancouver Charter, and is being enacted pursuant to that authority.
3. This By-law identifies in Appendix A, by B.C Assessment Roll Number and Address, all properties for which tax relief is provided, in conformance with the eligibility requirements stated in section 374.6, the development potential relief program approved by Council on March 13, 2024, and the Development Potential Tax Relief Declaration By-law, 2024.
4. This By-law specifies in Appendix A, Column 4, the percentage of eligible land for every property listed that is subject to a reduced general purpose tax rate.
5. The reduced general purpose tax rate for eligible land is fifty percent (50%) of the general purpose tax rate established under section 373 of the Vancouver Charter that would otherwise apply to property classes 5 and 6.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2024

Mayor

City Clerk

Appendix A
2024 Development Potential Tax Relief Program
Eligible Properties and Percentage of Eligible Land

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
1	001-650-037-86-0000	3722 BROADWAY W	15.00000%
2	001-670-022-56-0000	4526 10TH AVE W	15.00000%
3	001-670-022-80-0000	4510 10TH AVE W	15.00000%
4	001-670-024-08-0000	4480 10TH AVE W	15.00000%
5	001-670-024-38-0000	4454 10TH AVE W	15.00000%
6	001-670-024-54-0000	4440 10TH AVE W	15.00000%
7	001-670-024-57-0000	4449 10TH AVE W	15.00000%
8	001-670-024-69-0000	4433 10TH AVE W	15.00000%
9	001-670-024-75-0000	4425 10TH AVE W	15.00000%
10	001-670-024-81-0000	4421 10TH AVE W	15.00000%
11	001-670-024-87-0000	4415 10TH AVE W	15.00000%
12	001-670-024-94-0000	4406 10TH AVE W	15.00000%
13	001-670-026-07-0000	2590 TRIMBLE ST	15.00000%
14	001-670-026-14-0000	4384 10TH AVE W	15.00000%
15	001-670-026-30-0000	4372 10TH AVE W	15.00000%
16	001-670-026-99-0023	4307 10TH AVE W	15.00000%
17	001-670-026-99-0024	4307 10TH AVE W	15.00000%
18	001-670-037-27-0000	3771 10TH AVE W	15.00000%
19	001-670-037-39-0000	3761 10TH AVE W	15.00000%
20	001-670-037-50-0000	3742 10TH AVE W	15.00000%
21	001-670-037-70-0000	3720 10TH AVE W	15.00000%
22	001-670-037-82-0000	2607 ALMA ST	15.00000%
23	001-690-038-53-0004	3675 16TH AVE W	15.00000%
24	002-087-630-36-0002	1516 YEW ST	20.00000%
25	002-087-630-36-0004	1520 YEW ST	20.00000%
26	002-120-643-91-0036	209 2233 BURRARD ST	20.00000%
27	002-120-643-91-0037	210 2233 BURRARD ST	20.00000%
28	002-120-643-91-0038	212 2233 BURRARD ST	20.00000%
29	002-120-643-91-0039	212 2233 BURRARD ST	20.00000%
30	002-120-643-91-0040	212 2233 BURRARD ST	20.00000%
31	002-120-643-91-0045	207 2233 BURRARD ST	20.00000%
32	002-120-643-91-0081	304 2233 BURRARD ST	20.00000%
33	002-634-095-94-0000	1900 1ST AVE W	20.00000%
34	002-634-097-44-0003	2 1874 1ST AVE W	20.00000%
35	002-634-097-74-0001	1 1854 1ST AVE W	20.00000%
36	002-640-040-05-0000	3695 4TH AVE W	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
37	002-640-040-26-0000	3666 4TH AVE W	20.00000%
38	002-640-040-27-0000	3681 4TH AVE W	20.00000%
39	002-640-040-36-0000	3660 4TH AVE W	20.00000%
40	002-640-040-39-0000	3667 4TH AVE W	20.00000%
41	002-640-040-86-0000	3622 4TH AVE W	20.00000%
42	002-640-041-64-0000	3518 4TH AVE W	20.00000%
43	002-640-041-78-0000	3512 4TH AVE W	20.00000%
44	002-640-058-86-0000	2954 4TH AVE W	20.00000%
45	002-640-058-92-0000	2950 4TH AVE W	20.00000%
46	002-640-062-07-0000	2955 4TH AVE W	20.00000%
47	002-640-062-17-0000	2951 4TH AVE W	20.00000%
48	002-640-062-78-0000	2828 4TH AVE W	20.00000%
49	002-640-062-86-0000	2822 4TH AVE W	20.00000%
50	002-640-070-06-0000	2766 4TH AVE W	20.00000%
51	002-640-070-62-0000	2740 4TH AVE W	20.00000%
52	002-640-070-74-0000	2722 4TH AVE W	20.00000%
53	002-640-078-04-0000	2394 4TH AVE W	20.00000%
54	002-640-078-84-0000	2320 4TH AVE W	20.00000%
55	002-640-087-06-0000	2180 4TH AVE W	20.00000%
56	002-640-087-13-0000	2183 4TH AVE W	20.00000%
57	002-640-090-46-0000	2050 4TH AVE W	20.00000%
58	002-640-090-86-0000	2010 4TH AVE W	20.00000%
59	002-640-095-05-0000	1995 4TH AVE W	20.00000%
60	002-640-095-27-0000	1961 4TH AVE W	20.00000%
61	002-640-097-63-0000	1835 4TH AVE W	20.00000%
62	002-640-097-76-0000	1818 4TH AVE W	20.00000%
63	002-640-097-87-0000	1813 4TH AVE W	20.00000%
64	002-650-040-15-0000	3667 BROADWAY W	20.00000%
65	002-650-042-36-0000	3474 BROADWAY W	20.00000%
66	002-650-045-27-0000	3349 BROADWAY W	20.00000%
67	002-650-045-51-0000	3341 BROADWAY W	20.00000%
68	002-650-050-07-0000	3287 BROADWAY W	20.00000%
69	002-650-050-39-0000	3263 BROADWAY W	20.00000%
70	002-650-050-51-0000	3255 BROADWAY W	20.00000%
71	002-650-050-63-0000	3245 BROADWAY W	20.00000%
72	002-650-050-75-0000	3239 BROADWAY W	20.00000%
73	002-650-050-87-0000	3209 BROADWAY W	20.00000%
74	002-650-050-95-0000	3205 BROADWAY W	20.00000%
75	002-650-053-39-0000	3155 BROADWAY W	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
76	002-650-053-50-0000	3142 BROADWAY W	20.00000%
77	002-650-053-51-0000	3151 BROADWAY W	20.00000%
78	002-650-053-62-0000	3132 BROADWAY W	20.00000%
79	002-650-053-74-0000	3124 BROADWAY W	20.00000%
80	002-650-053-86-0000	3116 BROADWAY W	20.00000%
81	002-650-058-51-0000	3035 BROADWAY W	20.00000%
82	002-650-058-75-0000	3005 BROADWAY W	20.00000%
83	002-650-062-87-0000	2887 BROADWAY W	20.00000%
84	002-650-067-15-0000	2871 BROADWAY W	20.00000%
85	002-650-067-16-0000	2884 BROADWAY W	20.00000%
86	002-650-067-25-0000	2865 BROADWAY W	20.00000%
87	002-650-067-30-0000	2868 BROADWAY W	20.00000%
88	002-650-067-65-0000	2821 BROADWAY W	20.00000%
89	002-650-067-72-0000	2842 BROADWAY W	20.00000%
90	002-650-073-04-0000	2582 BROADWAY W	20.00000%
91	002-650-073-24-0000	2574 BROADWAY W	20.00000%
92	002-650-073-82-0000	2560 BROADWAY W	20.00000%
93	002-650-073-94-0000	2518 BROADWAY W	13.26300%
94	002-650-084-07-0000	2480 VINE ST	20.00000%
95	002-650-084-27-0000	2287 BROADWAY W	20.00000%
96	002-650-087-96-0000	2106 BROADWAY W	19.81400%
97	002-650-095-55-0000	1941 BROADWAY W	20.00000%
98	002-650-095-75-0000	1925 BROADWAY W	20.00000%
99	002-650-097-16-0000	1886 BROADWAY W	20.00000%
100	002-650-097-36-0000	1862 BROADWAY W	20.00000%
101	002-650-097-50-0000	1852 BROADWAY W	20.00000%
102	002-650-097-66-0000	1838 BROADWAY W	20.00000%
103	002-650-097-76-0000	1826 BROADWAY W	20.00000%
104	002-650-097-95-0000	2401 BURRARD ST	14.91200%
105	002-650-097-96-0000	1804 BROADWAY W	20.00000%
106	002-654-087-87-0000	2125 10TH AVE W	20.00000%
107	002-654-090-05-0000	2560 ARBUTUS ST	20.00000%
108	003-040-691-44-0000	3336 DUNBAR ST	25.00000%
109	003-040-714-31-0000	4331 DUNBAR ST	25.00000%
110	003-040-714-41-0000	4341 DUNBAR ST	25.00000%
111	003-040-721-31-0000	4531 DUNBAR ST	25.00000%
112	003-040-721-95-0000	4585 DUNBAR ST	25.00000%
113	003-040-747-48-0000	5650 DUNBAR ST	25.00000%
114	003-690-038-60-0000	3626 16TH AVE W	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
115	003-721-038-97-0000	4451 DUNBAR ST	25.00000%
116	003-747-040-08-0000	3594 40TH AVE W	25.00000%
117	003-750-040-07-0000	3587 41ST AVE W	25.00000%
118	003-750-040-12-0000	3590 41ST AVE W	25.00000%
119	004-090-722-47-0000	4635 ARBUTUS ST	15.00000%
120	004-708-068-96-0000	4103 MACDONALD ST	15.00000%
121	004-708-068-97-0000	4051 MACDONALD ST	15.00000%
122	005-078-744-87-0000	5687 BALSAM ST	25.00000%
123	005-090-739-47-0000	5345 WEST BOULEVARD	25.00000%
124	005-090-755-37-0000	5957 WEST BOULEVARD	25.00000%
125	005-090-757-31-0000	6031 WEST BOULEVARD	25.00000%
126	005-090-757-59-0000	6055 WEST BOULEVARD	25.00000%
127	005-090-757-73-0000	6067 WEST BOULEVARD	25.00000%
128	005-750-056-15-0000	2987 41ST AVE W	25.00000%
129	005-750-077-65-0000	2441 41ST AVE W	25.00000%
130	005-750-077-75-0000	2431 41ST AVE W	25.00000%
131	005-750-078-34-0000	2352 41ST AVE W	25.00000%
132	005-750-079-40-0000	2256 41ST AVE W	25.00000%
133	005-750-082-15-0000	2181 41ST AVE W	25.00000%
134	005-750-091-82-0000	2028 41ST AVE W	25.00000%
135	007-127-636-01-0000	1500 2ND AVE W	25.00000%
136	007-127-636-47-0000	1833 ANDERSON ST	25.00000%
137	007-130-642-79-0000	2133 GRANVILLE ST	25.00000%
138	007-130-643-45-0000	2221 GRANVILLE ST	25.00000%
139	007-130-648-57-0000	2427 GRANVILLE ST	25.00000%
140	007-130-648-67-0000	2435 GRANVILLE ST	25.00000%
141	007-130-664-74-0000	2774 GRANVILLE ST	25.00000%
142	007-130-670-26-0000	2812 GRANVILLE ST	25.00000%
143	007-130-670-56-0000	2828 GRANVILLE ST	25.00000%
144	007-130-670-66-0000	2832 GRANVILLE ST	25.00000%
145	007-130-670-67-0000	2867 GRANVILLE ST	25.00000%
146	007-130-683-70-0000	2950 GRANVILLE ST	25.00000%
147	007-130-686-04-0000	3002 GRANVILLE ST	25.00000%
148	007-130-686-30-0000	3010 GRANVILLE ST	25.00000%
149	007-130-686-35-0000	3039 GRANVILLE ST	25.00000%
150	007-130-688-07-0000	3101 GRANVILLE ST	25.00000%
151	007-130-688-17-0000	3109 GRANVILLE ST	25.00000%
152	007-130-688-27-0000	3121 GRANVILLE ST	25.00000%
153	007-130-688-37-0000	3135 GRANVILLE ST	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
154	007-130-688-47-0000	3149 GRANVILLE ST	25.00000%
155	007-163-688-97-0000	703 16TH AVE W	25.00000%
156	007-165-646-46-0000	2320 ASH ST	25.00000%
157	007-170-683-07-0000	2921 CAMBIE ST	25.00000%
158	007-170-683-97-0000	2975 CAMBIE ST	25.00000%
159	007-636-120-95-0000	1775 PINE ST	25.00000%
160	007-638-120-58-0000	1738 3RD AVE W	25.00000%
161	007-638-120-74-0000	1728 3RD AVE W	25.00000%
162	007-640-120-55-0000	1749 4TH AVE W	25.00000%
163	007-640-120-59-0000	1745 4TH AVE W	25.00000%
164	007-640-120-87-0000	1707 4TH AVE W	25.00000%
165	007-640-138-64-0000	1234 6TH AVE W	25.00000%
166	007-642-124-07-0000	2024 FIR ST	25.00000%
167	007-643-122-58-0000	1644 6TH AVE W	25.00000%
168	007-643-124-07-0000	2150 FIR ST	25.00000%
169	007-646-122-31-0000	1665 7TH AVE W	25.00000%
170	007-646-163-05-0000	2250 HEATHER ST	25.00000%
171	007-646-165-07-0000	595 7TH AVE W	25.00000%
172	007-648-122-30-0000	1666 8TH AVE W	25.00000%
173	007-650-122-48-0000	1668 BROADWAY W	19.41000%
174	007-650-122-73-0000	1627 BROADWAY W	25.00000%
175	007-650-122-76-0000	1626 BROADWAY W	25.00000%
176	007-650-122-96-0000	1606 BROADWAY W	25.00000%
177	007-650-124-65-0000	1529 BROADWAY W	25.00000%
178	007-650-124-75-0000	1521 BROADWAY W	25.00000%
179	007-650-130-36-0000	1470 BROADWAY W	23.27300%
180	007-650-134-96-0000	1316 BROADWAY W	25.00000%
181	007-650-146-65-0000	1133 BROADWAY W	25.00000%
182	007-650-146-66-0000	1128 BROADWAY W	19.79000%
183	007-650-149-27-0000	1073 BROADWAY W	25.00000%
184	007-650-149-37-0000	1063 BROADWAY W	25.00000%
185	007-650-150-45-0000	955 BROADWAY W	25.00000%
186	007-650-150-63-0006	110 943 BROADWAY W	25.00000%
187	007-650-150-63-0021	510 943 BROADWAY W	25.00000%
188	007-650-153-07-0000	2480 LAUREL ST	25.00000%
189	007-650-153-47-0000	855 BROADWAY W	25.00000%
190	007-650-153-67-0000	833 BROADWAY W	25.00000%
191	007-650-153-76-0000	820 BROADWAY W	25.00000%
192	007-650-159-84-0000	716 BROADWAY W	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
193	007-650-163-46-0000	656 BROADWAY W	25.00000%
194	007-650-163-66-0000	632 BROADWAY W	25.00000%
195	007-650-163-96-0000	604 BROADWAY W	15.79700%
196	007-650-165-14-0000	564 BROADWAY W	25.00000%
197	007-654-120-05-0000	2578 BURRARD ST	25.00000%
198	007-688-149-92-0000	3105 OAK ST	25.00000%
199	008-750-091-35-0000	2063 41ST AVE W	20.00000%
200	009-150-703-04-0000	3820 OAK ST	25.00000%
201	009-170-691-08-0000	3304 CAMBIE ST	25.00000%
202	009-170-691-50-0000	3348 CAMBIE ST	25.00000%
203	009-170-691-55-0000	3353 CAMBIE ST	25.00000%
204	009-170-691-98-0000	3396 CAMBIE ST	25.00000%
205	009-170-693-54-0000	3456 CAMBIE ST	25.00000%
206	009-170-693-68-0000	3466 CAMBIE ST	25.00000%
207	009-170-693-80-0000	3484 CAMBIE ST	25.00000%
208	009-170-707-03-0000	4005 CAMBIE ST	25.00000%
209	009-710-150-92-0000	900 KING EDWARD AVE W	10.72000%
210	012-130-818-32-0000	7950 GRANVILLE ST	35.00000%
211	012-130-818-50-0000	7964 GRANVILLE ST	35.00000%
212	012-130-818-66-0000	7970 GRANVILLE ST	35.00000%
213	012-130-818-96-0000	7980 GRANVILLE ST	35.00000%
214	012-130-818-97-0000	7999 GRANVILLE ST	35.00000%
215	012-130-823-14-0000	8012 GRANVILLE ST	35.00000%
216	012-130-826-66-0000	8486 GRANVILLE ST	35.00000%
217	012-130-830-64-0000	8636 GRANVILLE ST	35.00000%
218	012-135-830-07-0000	1400 70TH AVE W	35.00000%
219	012-145-833-28-0000	8828 SELKIRK ST	35.00000%
220	012-145-833-53-0000	8849 SELKIRK ST	35.00000%
221	012-145-833-97-0000	1225 73RD AVE W	35.00000%
222	012-148-833-59-0000	8865 OSLER ST	35.00000%
223	012-150-826-05-0000	8307 OAK ST	35.00000%
224	012-833-130-12-0000	1490 72ND AVE W	35.00000%
225	012-835-138-96-0000	1300 73RD AVE W	35.00000%
226	013-170-684-24-0000	3010 CAMBIE ST	30.00000%
227	013-170-684-44-0000	3020 CAMBIE ST	30.00000%
228	013-173-644-05-0000	316 5TH AVE W	30.00000%
229	013-179-640-94-0000	1832 COLUMBIA ST	30.00000%
230	013-186-641-27-0000	1911 QUEBEC ST	30.00000%
231	013-186-654-07-0000	80 10TH AVE E	30.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
232	013-190-641-75-0000	1965 MAIN ST	55.00000%
233	013-190-641-95-0000	1981 MAIN ST	30.00000%
234	013-190-644-07-0000	2111 MAIN ST	12.29800%
235	013-190-646-07-0000	2301 MAIN ST	30.00000%
236	013-190-646-49-0000	2321 MAIN ST	30.00000%
237	013-190-646-97-0000	2345 MAIN ST	30.00000%
238	013-190-648-04-0000	44 KINGSWAY	30.00000%
239	013-190-648-22-0000	2414 MAIN ST	30.00000%
240	013-190-648-34-0000	2434 MAIN ST	30.00000%
241	013-190-648-35-0000	2415 MAIN ST	30.00000%
242	013-190-648-65-0000	2425 MAIN ST	30.00000%
243	013-190-650-28-0000	2526 MAIN ST	30.00000%
244	013-190-650-67-0000	2525 MAIN ST	30.00000%
245	013-190-654-04-0000	2600 MAIN ST	30.00000%
246	013-190-654-05-0000	2601 MAIN ST	30.00000%
247	013-190-654-16-0000	2616 MAIN ST	30.00000%
248	013-190-664-43-0000	2725 MAIN ST	30.00000%
249	013-190-664-57-0000	2729 MAIN ST	30.00000%
250	013-190-670-96-0000	2858 MAIN ST	30.00000%
251	013-190-683-02-0000	2902 MAIN ST	30.00000%
252	013-190-684-04-0000	3010 MAIN ST	30.00000%
253	013-190-684-34-0000	3030 MAIN ST	30.00000%
254	013-190-684-44-0000	3046 MAIN ST	30.00000%
255	013-190-687-26-0000	3126 MAIN ST	30.00000%
256	013-190-687-38-0000	3136 MAIN ST	30.00000%
257	013-226-596-04-0000	700 VERNON DR	30.00000%
258	013-230-670-21-0000	2821 CLARK DR	30.00000%
259	013-579-194-39-0000	467 ALEXANDER ST	30.00000%
260	013-580-205-38-0000	738 POWELL ST	30.00000%
261	013-580-205-46-0000	746 POWELL ST	30.00000%
262	013-580-205-50-0000	750 POWELL ST	30.00000%
263	013-580-205-86-0000	790 POWELL ST	30.00000%
264	013-580-205-94-0000	794 POWELL ST	30.00000%
265	013-580-226-60-0000	1221 FRANKLIN ST	30.00000%
266	013-588-222-04-0000	1102 FRANKLIN ST	30.00000%
267	013-588-226-04-0000	1216 FRANKLIN ST	30.00000%
268	013-588-226-48-0000	1248 FRANKLIN ST	30.00000%
269	013-589-205-22-0000	720 CORDOVA ST E	30.00000%
270	013-589-205-40-0000	742 CORDOVA ST E	30.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
271	013-589-212-76-0000	870 CORDOVA ST E	30.00000%
272	013-589-217-48-0000	950 CORDOVA ST E	30.00000%
273	013-589-217-68-0000	968 CORDOVA ST E	30.00000%
274	013-590-192-19-0000	317 HASTINGS ST E	30.00000%
275	013-590-198-33-0000	633 HASTINGS ST E	30.00000%
276	013-590-205-17-0000	713 HASTINGS ST E	30.00000%
277	013-590-205-50-0000	748 HASTINGS ST E	30.00000%
278	013-590-212-80-0000	874 HASTINGS ST E	30.00000%
279	013-590-217-03-0000	901 HASTINGS ST E	30.00000%
280	013-590-222-36-0000	1132 HASTINGS ST E	30.00000%
281	013-590-222-37-0000	1135 HASTINGS ST E	30.00000%
282	013-590-226-35-0000	1235 HASTINGS ST E	30.00000%
283	013-596-212-84-0000	884 GEORGIA ST E	30.00000%
284	013-596-226-23-0000	1223 GEORGIA ST E	30.00000%
285	013-598-222-95-0000	1175 UNION ST	30.00000%
286	013-600-219-91-0000	1033 VENABLES ST	30.00000%
287	013-600-222-45-0000	1146 UNION ST	30.00000%
288	013-629-218-77-0000	865 TERMINAL AVE	30.00000%
289	013-630-216-25-0000	703 TERMINAL AVE	17.12000%
290	013-635-194-03-0000	401 INDUSTRIAL AVE	30.00000%
291	013-638-193-03-0000	235 1ST AVE E	26.29100%
292	013-638-193-54-0000	258 1ST AVE E	47.56000%
293	013-638-193-78-0000	270 1ST AVE E	43.84900%
294	013-638-193-86-0000	290 1ST AVE E	55.00000%
295	013-638-193-94-0000	294 1ST AVE E	55.00000%
296	013-640-172-07-0000	231 2ND AVE W	12.15100%
297	013-640-173-04-0000	232 2ND AVE W	30.00000%
298	013-641-184-31-0000	19 3RD AVE E	30.00000%
299	013-641-184-86-0000	64 3RD AVE E	30.00000%
300	013-641-186-64-0000	130 3RD AVE E	30.00000%
301	013-642-179-27-0000	163 4TH AVE W	30.00000%
302	013-642-179-87-0000	115 4TH AVE W	30.00000%
303	013-642-184-44-0000	36 4TH AVE E	30.00000%
304	013-642-184-68-0000	54 4TH AVE E	30.00000%
305	013-644-184-43-0000	37 5TH AVE E	30.00000%
306	013-644-190-07-0000	207 5TH AVE E	24.44900%
307	013-644-190-56-0000	240 5TH AVE E	55.00000%
308	013-644-190-96-0000	290 5TH AVE E	55.00000%
309	013-645-170-43-0000	445 6TH AVE W	30.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
310	013-645-179-86-0000	112 6TH AVE W	30.00000%
311	013-646-173-95-0000	201 7TH AVE W	30.00000%
312	013-648-171-50-0000	348 8TH AVE W	30.00000%
313	013-648-182-84-0000	8 8TH AVE W	30.00000%
314	013-650-170-27-0000	457 BROADWAY W	30.00000%
315	013-650-170-39-0000	451 BROADWAY W	30.00000%
316	013-650-170-95-0000	401 BROADWAY W	30.00000%
317	013-650-171-14-0000	382 BROADWAY W	30.00000%
318	013-650-171-55-0000	345 BROADWAY W	30.00000%
319	013-650-173-06-0000	250 BROADWAY W	30.00000%
320	013-650-173-07-0000	255 BROADWAY W	30.00000%
321	013-650-179-23-0000	189 BROADWAY W	30.00000%
322	013-650-179-31-0000	179 BROADWAY W	30.00000%
323	013-650-179-55-0000	151 BROADWAY W	30.00000%
324	013-650-179-65-0000	137 BROADWAY W	30.00000%
325	013-650-179-78-0000	118 BROADWAY W	30.00000%
326	013-650-179-94-0000	102 BROADWAY W	30.00000%
327	013-650-182-07-0000	75 BROADWAY W	30.00000%
328	013-650-182-31-0000	53 BROADWAY W	30.00000%
329	013-650-182-45-0000	45 BROADWAY W	30.00000%
330	013-650-182-73-0000	11 BROADWAY W	30.00000%
331	013-650-186-06-0000	104 BROADWAY E	30.00000%
332	013-650-186-45-0000	141 BROADWAY E	30.00000%
333	013-650-186-65-0000	145 BROADWAY E	30.00000%
334	013-650-194-65-0000	341 BROADWAY E	30.00000%
335	013-650-194-91-0000	361 BROADWAY E	30.00000%
336	013-650-195-03-0000	373 BROADWAY E	30.00000%
337	013-650-201-01-0000	501 BROADWAY E	30.00000%
338	013-650-201-02-0000	2502 ST. GEORGE ST	30.00000%
339	013-650-201-20-0000	510 BROADWAY E	30.00000%
340	013-650-201-30-0000	530 BROADWAY E	30.00000%
341	013-650-201-32-0000	532 BROADWAY E	30.00000%
342	013-650-201-37-0000	533 BROADWAY E	30.00000%
343	013-650-201-49-0000	567 BROADWAY E	30.00000%
344	013-650-206-50-0000	648 BROADWAY E	30.00000%
345	013-650-206-66-0000	664 BROADWAY E	30.00000%
346	013-650-206-96-0000	670 BROADWAY E	30.00000%
347	013-650-210-07-0000	701 BROADWAY E	30.00000%
348	013-650-210-26-0000	720 BROADWAY E	30.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
349	013-650-210-42-0000	742 BROADWAY E	30.00000%
350	013-650-210-57-0000	755 BROADWAY E	30.00000%
351	013-650-210-74-0000	794 BROADWAY E	30.00000%
352	013-650-210-94-0000	794 BROADWAY E	30.00000%
353	013-654-191-78-0000	278 10TH AVE E	30.00000%
354	013-654-193-50-0000	350 10TH AVE E	30.00000%
355	013-670-217-04-0000	1002 12TH AVE E	30.00000%
356	013-687-170-05-0000	3080 CAMBIE ST	30.00000%
357	013-687-170-12-0000	472 15TH AVE W	30.00000%
358	013-687-207-23-0000	617 KINGSWAY	30.00000%
359	013-687-207-41-0000	631 15TH AVE E	30.00000%
360	013-687-207-55-0000	651 15TH AVE E	30.00000%
361	013-689-191-17-0000	217 16TH AVE E	30.00000%
362	013-689-203-15-0000	615 16TH AVE E	30.00000%
363	013-689-203-39-0000	645 16TH AVE E	30.00000%
364	013-690-170-07-0000	3150 CAMBIE ST	30.00000%
365	013-770-193-04-0000	204 KINGSWAY	30.00000%
366	013-770-198-91-0000	445 KINGSWAY	11.75600%
367	013-770-203-12-0000	610 KINGSWAY	30.00000%
368	013-770-203-26-0000	624 KINGSWAY	30.00000%
369	013-770-207-52-0000	648 KINGSWAY	30.00000%
370	013-770-207-60-0000	654 KINGSWAY	30.00000%
371	013-770-207-66-0000	662 KINGSWAY	30.00000%
372	013-770-207-74-0000	672 KINGSWAY	30.00000%
373	013-770-207-98-0000	698 KINGSWAY	30.00000%
374	013-770-210-05-0000	701 KINGSWAY	30.00000%
375	014-230-594-06-0000	620 CLARK DR	20.00000%
376	014-230-607-06-0000	1322 CLARK DR	20.00000%
377	014-230-607-56-0000	1406 CLARK DR	20.00000%
378	014-230-607-96-0000	1488 CLARK DR	20.00000%
379	014-230-630-94-0000	1750 CLARK DR	20.00000%
380	014-250-600-53-0000	931 COMMERCIAL DR	20.00000%
381	014-250-601-15-0000	1009 COMMERCIAL DR	20.00000%
382	014-250-601-36-0000	1034 COMMERCIAL DR	20.00000%
383	014-250-601-44-0000	1040 COMMERCIAL DR	20.00000%
384	014-250-604-81-0000	1179 COMMERCIAL DR	20.00000%
385	014-250-604-92-0000	1146 COMMERCIAL DR	20.00000%
386	014-250-607-14-0000	1314 COMMERCIAL DR	20.00000%
387	014-250-607-21-0000	1311 COMMERCIAL DR	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
388	014-250-607-96-0000	1350 COMMERCIAL DR	20.00000%
389	014-250-611-20-0000	1416 COMMERCIAL DR	20.00000%
390	014-250-631-12-0000	1812 COMMERCIAL DR	20.00000%
391	014-250-631-95-0000	1885 COMMERCIAL DR	20.00000%
392	014-250-633-05-0000	1905 COMMERCIAL DR	20.00000%
393	014-250-633-06-0000	1900 COMMERCIAL DR	20.00000%
394	014-250-633-18-0000	1912 COMMERCIAL DR	20.00000%
395	014-250-633-95-0000	1983 COMMERCIAL DR	20.00000%
396	014-250-634-48-0000	2050 COMMERCIAL DR	20.00000%
397	014-250-634-96-0000	2054 COMMERCIAL DR	20.00000%
398	014-250-637-96-0000	2096 COMMERCIAL DR	20.00000%
399	014-250-638-25-0000	2115 COMMERCIAL DR	20.00000%
400	014-250-638-95-0000	2195 COMMERCIAL DR	20.00000%
401	014-250-641-06-0000	2206 COMMERCIAL DR	20.00000%
402	014-250-641-19-0000	2211 COMMERCIAL DR	20.00000%
403	014-250-641-95-0000	2279 COMMERCIAL DR	20.00000%
404	014-250-650-98-0000	2570 COMMERCIAL DR	20.00000%
405	014-250-670-06-0000	2808 COMMERCIAL DR	20.00000%
406	014-250-683-08-0000	2908 COMMERCIAL DR	20.00000%
407	014-251-580-54-0000	150 SALSBURY DR	20.00000%
408	014-253-580-95-0000	99 VICTORIA DR	20.00000%
409	014-253-588-05-0000	323 VICTORIA DR	20.00000%
410	014-253-588-34-0000	322 VICTORIA DR	20.00000%
411	014-253-607-02-0000	1302 VICTORIA DR	20.00000%
412	014-253-631-94-0000	1894 VICTORIA DR	20.00000%
413	014-265-590-05-0000	2170 HASTINGS ST E	20.00000%
414	014-270-606-05-0000	1205 NANAIMO ST	20.00000%
415	014-270-616-05-0000	1613 NANAIMO ST	20.00000%
416	014-270-650-25-0000	2523 NANAIMO ST	20.00000%
417	014-580-250-35-0000	1725 POWELL ST	20.00000%
418	014-580-250-64-0000	1764 POWELL ST	20.00000%
419	014-580-251-86-0000	1856 POWELL ST	20.00000%
420	014-580-253-98-0000	1990 POWELL ST	20.00000%
421	014-586-251-17-0000	1825 TRIUMPH ST	20.00000%
422	014-586-253-20-0000	1916 TRIUMPH ST	20.00000%
423	014-587-251-05-0000	1811 PANDORA ST	20.00000%
424	014-588-230-06-0000	328 CLARK DR	20.00000%
425	014-590-235-04-0000	1606 HASTINGS ST E	20.00000%
426	014-590-235-61-0000	1661 HASTINGS ST E	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
427	014-590-235-81-0000	1671 HASTINGS ST E	20.00000%
428	014-590-235-97-0000	1691 HASTINGS ST E	20.00000%
429	014-590-251-95-0000	1895 HASTINGS ST E	20.00000%
430	014-590-265-35-0000	2225 HASTINGS ST E	20.00000%
431	014-590-265-95-0000	2295 HASTINGS ST E	20.00000%
432	014-590-265-96-0000	411 GARDEN DR	20.00000%
433	014-590-267-75-0000	2355 HASTINGS ST E	20.00000%
434	014-592-230-12-0000	1356 PENDER ST E	20.00000%
435	014-596-230-44-0000	1348 GEORGIA ST E	20.00000%
436	014-598-230-97-0000	1497 ADANAC ST	20.00000%
437	014-600-235-01-0000	1601 VENABLES ST	20.00000%
438	014-600-235-29-0000	1629 VENABLES ST	20.00000%
439	014-600-236-02-0000	1602 VENABLES ST	20.00000%
440	014-600-236-26-0000	1626 VENABLES ST	20.00000%
441	014-600-236-34-0000	1634 VENABLES ST	20.00000%
442	014-600-236-74-0000	1638 VENABLES ST	20.00000%
443	014-600-237-55-0000	1725 VENABLES ST	20.00000%
444	014-606-231-04-0000	1410 WILLIAM ST	20.00000%
445	014-650-234-86-0000	1660 BROADWAY E	20.00000%
446	014-650-267-95-0000	2375 BROADWAY E	20.00000%
447	014-655-234-88-0000	1670 10TH AVE E	20.00000%
448	015-190-694-73-0000	3573 MAIN ST	20.00000%
449	015-190-696-75-0000	3669 MAIN ST	20.00000%
450	015-190-696-83-0000	3683 MAIN ST	20.00000%
451	015-190-698-32-0000	3726 MAIN ST	20.00000%
452	015-190-703-06-0000	3810 MAIN ST	20.00000%
453	015-190-703-35-0000	3825 MAIN ST	20.00000%
454	015-190-706-20-0000	3916 MAIN ST	20.00000%
455	015-190-708-05-0000	4045 MAIN ST	20.00000%
456	015-210-691-97-0000	3369 FRASER ST	20.00000%
457	015-210-694-43-0000	3543 FRASER ST	20.00000%
458	015-210-706-04-0000	3906 FRASER ST	20.00000%
459	015-210-706-12-0000	3916 FRASER ST	20.00000%
460	015-230-706-07-0000	3903 KNIGHT ST	20.00000%
461	015-230-706-27-0000	3925 KNIGHT ST	20.00000%
462	015-243-692-04-0000	3424 COMMERCIAL ST	20.00000%
463	015-243-692-50-0000	3528 COMMERCIAL ST	20.00000%
464	015-689-191-04-0000	210 16TH AVE E	20.00000%
465	015-770-211-05-0000	715 KINGSWAY	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
466	015-770-211-24-0000	726 KINGSWAY	20.00000%
467	015-770-211-79-0000	773 KINGSWAY	20.00000%
468	015-770-211-85-0000	781 KINGSWAY	20.00000%
469	015-770-212-33-0000	789 KINGSWAY	20.00000%
470	015-770-212-37-0000	841 KINGSWAY	20.00000%
471	015-770-212-85-0000	895 KINGSWAY	20.00000%
472	015-770-217-45-0000	1041 KINGSWAY	20.00000%
473	015-770-217-94-0000	1066 KINGSWAY	20.00000%
474	015-770-222-35-0000	1133 KINGSWAY	20.00000%
475	015-770-222-45-0000	1143 KINGSWAY	20.00000%
476	015-770-222-52-0000	1146 KINGSWAY	20.00000%
477	015-770-222-72-0000	1170 KINGSWAY	20.00000%
478	015-770-222-74-0000	1174 KINGSWAY	20.00000%
479	015-770-222-98-0000	1188 KINGSWAY	20.00000%
480	015-770-225-82-0000	1282 KINGSWAY	20.00000%
481	015-770-228-24-0000	1320 KINGSWAY	20.00000%
482	015-770-228-46-0000	1346 KINGSWAY	20.00000%
483	015-770-228-63-0000	1345 KINGSWAY	20.00000%
484	015-770-228-68-0000	1364 KINGSWAY	20.00000%
485	015-770-228-81-0000	1377 KINGSWAY	20.00000%
486	015-770-230-76-0000	1476 KINGSWAY	20.00000%
487	015-770-239-03-0000	1703 KINGSWAY	20.00000%
488	015-770-239-91-0000	4203 MILLER ST	20.00000%
489	015-770-242-07-0000	1773 KINGSWAY	20.00000%
490	015-770-246-29-0000	1927 KINGSWAY	20.00000%
491	015-770-246-49-0000	1947 KINGSWAY	20.00000%
492	016-190-710-06-0000	4102 MAIN ST	20.00000%
493	016-190-710-21-0000	4121 MAIN ST	20.00000%
494	016-190-710-29-0000	4127 MAIN ST	20.00000%
495	016-190-710-36-0000	4136 MAIN ST	20.00000%
496	016-190-711-95-0000	4285 MAIN ST	20.00000%
497	016-190-713-04-0000	212 26TH AVE E	20.00000%
498	016-190-713-05-0000	4301 MAIN ST	20.00000%
499	016-190-713-12-0000	4216 MAIN ST	20.00000%
500	016-190-713-20-0000	4236 MAIN ST	20.00000%
501	016-190-713-24-0000	4242 MAIN ST	20.00000%
502	016-190-713-27-0000	4323 MAIN ST	20.00000%
503	016-190-713-28-0000	4250 MAIN ST	20.00000%
504	016-190-713-40-0000	4288 MAIN ST	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
505	016-190-713-46-0000	4296 MAIN ST	20.00000%
506	016-190-713-85-0000	4383 MAIN ST	20.00000%
507	016-190-713-86-0000	4386 MAIN ST	20.00000%
508	016-190-713-92-0000	4392 MAIN ST	20.00000%
509	016-190-717-05-0000	4401 MAIN ST	20.00000%
510	016-190-717-11-0000	4407 MAIN ST	20.00000%
511	016-190-717-92-0000	4488 MAIN ST	20.00000%
512	016-190-722-02-0000	4502 MAIN ST	20.00000%
513	016-190-722-14-0000	4508 MAIN ST	20.00000%
514	016-190-722-56-0000	4554 MAIN ST	20.00000%
515	016-190-722-62-0000	4562 MAIN ST	20.00000%
516	016-190-722-98-0000	4598 MAIN ST	20.00000%
517	016-190-724-45-0000	4641 MAIN ST	20.00000%
518	016-190-724-72-0000	4728 MAIN ST	20.00000%
519	016-190-724-73-0000	4655 MAIN ST	20.00000%
520	016-190-724-96-0000	4770 MAIN ST	20.00000%
521	016-190-769-07-0000	190 48TH AVE E	20.00000%
522	016-190-769-16-0000	6416 MAIN ST	20.00000%
523	016-210-710-35-0000	4131 FRASER ST	20.00000%
524	016-210-710-55-0000	4153 FRASER ST	20.00000%
525	016-210-710-62-0000	4160 FRASER ST	20.00000%
526	016-210-710-72-0000	4172 FRASER ST	20.00000%
527	016-210-710-81-0000	4179 FRASER ST	20.00000%
528	016-210-710-84-0000	4180 FRASER ST	20.00000%
529	016-210-712-09-0000	692 26TH AVE E	20.00000%
530	016-210-712-27-0000	4221 FRASER ST	20.00000%
531	016-210-712-47-0000	4241 FRASER ST	20.00000%
532	016-210-712-59-0000	4253 FRASER ST	20.00000%
533	016-210-712-79-0000	4273 FRASER ST	20.00000%
534	016-210-714-07-0000	4305 FRASER ST	20.00000%
535	016-210-714-16-0000	4316 FRASER ST	20.00000%
536	016-210-750-14-0000	5740 FRASER ST	20.00000%
537	016-210-750-52-0000	5802 FRASER ST	20.00000%
538	016-210-755-37-0000	5935 FRASER ST	20.00000%
539	016-210-758-16-0000	6118 FRASER ST	20.00000%
540	016-210-758-91-0000	6183 FRASER ST	20.00000%
541	016-210-769-19-0000	6415 FRASER ST	20.00000%
542	016-216-730-93-0000	959 35TH AVE E	20.00000%
543	017-190-791-57-0000	6653 MAIN ST	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
544	017-190-791-94-0000	6692 MAIN ST	20.00000%
545	017-190-807-04-0000	7204 MAIN ST	20.00000%
546	017-190-807-94-0000	7260 MAIN ST	20.00000%
547	017-190-823-53-0000	8153 MAIN ST	20.00000%
548	017-190-825-93-0000	8181 MAIN ST	20.00000%
549	017-190-825-94-0000	205 MARINE DR SE	20.00000%
550	017-210-791-16-0000	6616 FRASER ST	20.00000%
551	017-210-791-97-0000	6695 FRASER ST	20.00000%
552	017-210-807-73-0000	7273 FRASER ST	20.00000%
553	017-250-790-79-0000	6577 VICTORIA DR	20.00000%
554	017-250-790-91-0000	6585 VICTORIA DR	20.00000%
555	017-250-802-45-0000	6943 VICTORIA DR	20.00000%
556	017-790-230-44-0000	1420 49TH AVE E	20.00000%
557	017-810-229-76-0000	1376 57TH AVE E	20.00000%
558	018-122-830-46-0000	8650 BARNARD ST	15.00000%
559	018-122-830-47-0000	8695 BARNARD ST	15.00000%
560	018-153-840-44-0000	8812 LAUREL ST	15.00000%
561	018-156-840-97-0000	8829 HEATHER ST	15.00000%
562	018-170-830-85-0000	8655 CAMBIE ST	15.00000%
563	018-190-830-37-0000	8225 MAIN ST	15.00000%
564	018-201-830-36-0000	8236 ST. GEORGE ST	15.00000%
565	018-830-203-50-0000	620 MARINE DR SE	15.00000%
566	018-830-210-92-0000	732 MARINE DR SE	15.00000%
567	018-837-181-05-0000	8796 MANITOBA ST	15.00000%
568	018-839-210-08-0000	728 KENT AVENUE SOUTH E	15.00000%
569	018-840-149-96-0000	970 MARINE DR SW	15.00000%
570	018-840-156-34-0000	774 MARINE DR SW	15.00000%
571	018-843-144-53-0000	1253 76TH AVE W	15.00000%
572	019-250-730-99-0000	4989 VICTORIA DR	20.00000%
573	019-250-735-39-0000	5137 VICTORIA DR	20.00000%
574	019-250-736-23-0000	5223 VICTORIA DR	20.00000%
575	019-250-736-39-0000	5239 VICTORIA DR	20.00000%
576	019-250-736-97-0000	5257 VICTORIA DR	20.00000%
577	019-250-743-05-0000	5405 VICTORIA DR	20.00000%
578	019-250-747-95-0000	5693 VICTORIA DR	20.00000%
579	019-250-750-65-0000	5729 VICTORIA DR	20.00000%
580	019-250-751-17-0000	5773 VICTORIA DR	20.00000%
581	019-250-751-23-0000	5783 VICTORIA DR	20.00000%
582	019-250-751-33-0000	5795 VICTORIA DR	20.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
583	019-250-751-53-0000	5815 VICTORIA DR	20.00000%
584	019-250-753-17-0000	5853 VICTORIA DR	20.00000%
585	019-250-768-77-0000	6435 VICTORIA DR	20.00000%
586	019-730-229-85-0000	1385 33RD AVE E	20.00000%
587	019-750-228-07-0000	1353 41ST AVE E	20.00000%
588	019-770-235-70-0000	1574 KINGSWAY	20.00000%
589	019-770-237-04-0000	1654 KINGSWAY	20.00000%
590	019-770-246-96-0000	1986 KINGSWAY	20.00000%
591	020-275-594-68-0000	630 SLOCAN ST	30.00000%
592	020-296-596-95-0000	799 WINDERMERE ST	30.00000%
593	020-296-600-95-0000	983 WINDERMERE ST	30.00000%
594	020-570-274-95-0000	2691 MCGILL ST	30.00000%
595	020-590-270-75-0000	2469 HASTINGS ST E	30.00000%
596	020-590-270-83-0000	2477 HASTINGS ST E	30.00000%
597	020-590-274-71-0000	2671 HASTINGS ST E	30.00000%
598	021-270-607-42-0000	1350 NANAIMO ST	20.00000%
599	021-270-607-62-0000	1360 NANAIMO ST	20.00000%
600	021-270-641-96-0000	2262 NANAIMO ST	20.00000%
601	021-280-616-05-0000	1605 RENFREW ST	20.00000%
602	021-280-630-58-0000	1772 RENFREW ST	20.00000%
603	021-320-630-03-0000	1735 BOUNDARY RD	20.00000%
604	021-650-300-07-0000	3313 BROADWAY E	20.00000%
605	021-650-302-88-0000	3454 LOUGHEED HWY	20.00000%
606	022-275-704-50-0000	4276 SLOCAN ST	20.00000%
607	022-275-704-83-0000	4289 SLOCAN ST	20.00000%
608	022-280-698-27-0000	3735 RENFREW ST	20.00000%
609	022-300-700-35-0000	3845 RUPERT ST	20.00000%
610	022-300-700-55-0000	3855 RUPERT ST	20.00000%
611	022-300-700-65-0000	3869 RUPERT ST	20.00000%
612	022-320-708-07-0000	4409 BOUNDARY RD	20.00000%
613	022-670-277-02-0000	2806 GRANDVIEW HWY	20.00000%
614	022-700-275-07-0000	2705 22ND AVE E	20.00000%
615	022-700-280-82-0000	2978 22ND AVE E	20.00000%
616	023-250-730-54-0000	4950 VICTORIA DR	25.00000%
617	023-250-733-26-0000	5022 VICTORIA DR	25.00000%
618	023-250-733-40-0000	5036 VICTORIA DR	25.00000%
619	023-250-733-64-0000	5062 VICTORIA DR	25.00000%
620	023-250-733-78-0000	5074 VICTORIA DR	25.00000%
621	023-250-735-28-0000	5128 VICTORIA DR	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
622	023-250-738-38-0000	5330 VICTORIA DR	25.00000%
623	023-250-738-44-0000	5344 VICTORIA DR	25.00000%
624	023-250-741-46-0000	5448 VICTORIA DR	25.00000%
625	023-250-747-18-0000	5616 VICTORIA DR	25.00000%
626	023-250-747-36-0000	5632 VICTORIA DR	25.00000%
627	023-273-725-94-0000	4892 CLARENDON ST	25.00000%
628	023-300-710-01-0000	4507 RUPERT ST	25.00000%
629	023-306-715-04-0000	4902 JOYCE ST	25.00000%
630	023-306-715-20-0000	4946 JOYCE ST	25.00000%
631	023-306-715-29-0000	4949 JOYCE ST	25.00000%
632	023-306-718-25-0000	5115 JOYCE ST	25.00000%
633	023-306-718-35-0000	5123 JOYCE ST	25.00000%
634	023-306-718-41-0000	5163 JOYCE ST	25.00000%
635	023-306-718-49-0000	5171 JOYCE ST	25.00000%
636	023-306-722-05-0000	5301 JOYCE ST	25.00000%
637	023-730-250-06-0000	4902 VICTORIA DR	25.00000%
638	023-770-266-57-0000	2257 KINGSWAY	25.00000%
639	023-770-275-08-0000	2516 KINGSWAY	25.00000%
640	023-770-275-42-0000	2540 KINGSWAY	25.00000%
641	023-770-276-01-0000	4956 DUCHESS ST	25.00000%
642	023-770-278-39-0000	2643 KINGSWAY	25.00000%
643	023-770-278-43-0000	2651 KINGSWAY	25.00000%
644	023-770-278-47-0000	2665 KINGSWAY	25.00000%
645	023-770-279-94-0000	2740 KINGSWAY	25.00000%
646	023-770-284-93-0000	2937 KINGSWAY	25.00000%
647	023-770-286-05-0000	2943 KINGSWAY	25.00000%
648	023-770-300-07-0000	3003 KINGSWAY	25.00000%
649	023-770-301-05-0000	3055 KINGSWAY	25.00000%
650	023-770-303-45-0000	3173 KINGSWAY	25.00000%
651	023-770-303-95-0000	3195 KINGSWAY	25.00000%
652	023-770-306-23-0000	3313 KINGSWAY	25.00000%
653	023-770-307-51-0000	3355 KINGSWAY	25.00000%
654	023-770-308-15-0000	3367 KINGSWAY	25.00000%
655	023-770-309-13-0000	3381 KINGSWAY	25.00000%
656	023-770-309-81-0000	3387 KINGSWAY	25.00000%
657	023-770-309-87-0000	3391 KINGSWAY	25.00000%
658	023-770-311-07-0000	5670 STAMFORD ST	25.00000%
659	023-770-313-11-0000	3469 KINGSWAY	25.00000%
660	023-770-314-95-0000	3523 KINGSWAY	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
661	024-250-750-54-0000	5728 VICTORIA DR	25.00000%
662	024-250-751-34-0000	5772 VICTORIA DR	25.00000%
663	024-250-753-02-0000	5818 VICTORIA DR	25.00000%
664	024-250-768-08-0000	6402 VICTORIA DR	25.00000%
665	024-250-768-56-0000	6458 VICTORIA DR	25.00000%
666	024-250-790-46-0000	6540 VICTORIA DR	25.00000%
667	024-250-802-42-0000	6940 VICTORIA DR	25.00000%
668	024-250-802-78-0000	6978 VICTORIA DR	25.00000%
669	024-758-302-05-0000	3103 45TH AVE E	25.00000%
670	024-770-307-06-0000	3320 KINGSWAY	14.33400%
671	025-250-810-15-0000	7001 VICTORIA DR	20.00000%
672	025-250-810-55-0000	7101 VICTORIA DR	20.00000%
673	026-120-605-98-0405	989 HORNBY ST	25.00000%
674	026-120-605-98-0406	985 HORNBY ST	25.00000%
675	026-120-605-98-0410	973 HORNBY ST	25.00000%
676	026-126-592-69-0000	565 HOWE ST	25.00000%
677	026-126-592-75-0000	569 HOWE ST	25.00000%
678	026-134-595-24-0000	620 SEYMOUR ST	25.00000%
679	026-134-595-42-0000	644 SEYMOUR ST	25.00000%
680	026-138-592-95-0000	501 DUNSMUIR ST	25.00000%
681	026-138-600-40-0000	724 RICHARDS ST	25.00000%
682	026-172-580-66-0000	228 ABBOTT ST	20.00000%
683	026-178-580-50-0000	214 CARRALL ST	20.00000%
684	026-190-580-97-0000	243 MAIN ST	25.00000%
685	026-190-592-18-0000	512 MAIN ST	20.00000%
686	026-190-592-34-0000	532 MAIN ST	20.00000%
687	026-190-592-94-0000	536 MAIN ST	20.00000%
688	026-580-178-75-0000	90 ALEXANDER ST	20.00000%
689	026-580-186-05-0000	101 POWELL ST	20.00000%
690	026-590-148-07-0000	379 HASTINGS ST W	25.00000%
691	026-590-148-35-0000	327 HASTINGS ST W	25.00000%
692	026-590-148-44-0000	328 HASTINGS ST W	25.00000%
693	026-590-157-22-0000	160 HASTINGS ST W	25.00000%
694	026-590-190-38-0000	232 HASTINGS ST E	25.00000%
695	026-590-190-56-0000	254 HASTINGS ST E	25.00000%
696	026-590-190-59-0000	257 HASTINGS ST E	25.00000%
697	026-590-190-64-0000	264 HASTINGS ST E	25.00000%
698	026-592-124-40-0000	830 PENDER ST W	25.00000%
699	026-592-130-96-0000	608 PENDER ST W	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
700	026-592-138-70-0000	414 PENDER ST W	25.00000%
701	026-592-186-34-0000	128 PENDER ST E	20.00000%
702	026-592-186-46-0000	148 PENDER ST E	20.00000%
703	026-592-190-62-0000	254 PENDER ST E	20.00000%
704	026-594-186-67-0000	139 KEEFER ST	20.00000%
705	026-594-190-33-0000	229 KEEFER ST	20.00000%
706	026-594-190-53-0000	253 KEEFER ST	20.00000%
707	026-594-190-61-0000	261 KEEFER ST	20.00000%
708	026-594-190-95-0000	555 GORE AVE	20.00000%
709	026-596-190-20-0000	218 GEORGIA ST E	20.00000%
710	026-596-190-40-0000	238 GEORGIA ST E	20.00000%
711	026-596-190-65-0000	263 GEORGIA ST E	20.00000%
712	026-600-115-06-0000	1450 GEORGIA ST W	25.00000%
713	027-110-601-06-0000	704 DENMAN ST	30.00000%
714	027-119-609-74-0000	1182 THURLOW ST	30.00000%
715	027-601-113-84-0000	1614 ALBERNI ST	30.00000%
716	027-601-119-44-0000	1042 ALBERNI ST	30.00000%
717	027-602-110-41-0000	1749 ROBSON ST	30.00000%
718	027-602-110-57-0000	1739 ROBSON ST	30.00000%
719	027-602-113-66-0000	1642 ROBSON ST	30.00000%
720	027-602-113-76-0000	1638 ROBSON ST	30.00000%
721	027-602-113-94-0000	1610 ROBSON ST	9.44300%
722	027-602-114-50-0000	1536 ROBSON ST	30.00000%
723	027-602-118-02-0007	1192 ROBSON ST	30.00000%
724	027-612-110-93-0000	1707 DAVIE ST	30.00000%
725	027-612-116-66-0000	1320 DAVIE ST	30.00000%
726	027-612-117-72-0000	1224 DAVIE ST	30.00000%
727	027-612-118-15-0001	1177 DAVIE ST	30.00000%
728	027-612-118-95-0000	1103 DAVIE ST	30.00000%
729	027-612-119-23-0000	1067 DAVIE ST	30.00000%
730	029-120-614-04-0008	1352 BURRARD ST	25.00000%
731	029-120-614-04-0009	1354 BURRARD ST	25.00000%
732	029-120-614-04-0011	1306 BURRARD ST	25.00000%
733	029-120-614-04-0013	1310 BURRARD ST	25.00000%
734	029-120-614-04-0014	1312 BURRARD ST	25.00000%
735	029-124-608-97-0144	903 DAVIE ST	25.00000%
736	029-124-608-97-0145	925 DAVIE ST	25.00000%
737	029-124-608-97-0146	921 DAVIE ST	25.00000%
738	029-130-604-17-0000	911 GRANVILLE ST	25.00000%

Column 1	Column 2	Column 3	Column 4
	BC Assessment Roll No.	Address	Percentage of Eligible Land
739	029-130-604-22-0000	910 GRANVILLE ST	25.00000%
740	029-130-604-30-0000	918 GRANVILLE ST	25.00000%
741	029-130-604-59-0000	957 GRANVILLE ST	25.00000%
742	029-130-604-93-0000	987 GRANVILLE ST	25.00000%
743	029-130-606-68-0000	1068 GRANVILLE ST	25.00000%
744	029-130-606-74-0000	1076 GRANVILLE ST	25.00000%
745	029-130-608-03-0000	1105 GRANVILLE ST	25.00000%
746	029-130-608-43-0000	1143 GRANVILLE ST	25.00000%
747	029-130-608-49-0000	1149 GRANVILLE ST	25.00000%
748	029-130-608-55-0000	1155 GRANVILLE ST	25.00000%
749	029-130-608-75-0000	1171 GRANVILLE ST	25.00000%
750	029-130-608-79-0000	1175 GRANVILLE ST	25.00000%
751	029-130-608-85-0000	1181 GRANVILLE ST	25.00000%
752	029-130-608-95-0000	1193 GRANVILLE ST	25.00000%
753	029-130-612-97-0000	1295 GRANVILLE ST	25.00000%
754	029-134-606-27-0000	1019 SEYMOUR ST	25.00000%
755	029-134-612-78-0000	1248 SEYMOUR ST	25.00000%
756	029-138-602-07-0000	500 ROBSON ST	25.00000%
757	029-148-608-02-0022	1122 HOMER ST	25.00000%
758	029-148-608-02-0023	1122 HOMER ST	25.00000%
759	029-148-612-59-0000	1251 HOMER ST	25.00000%
760	029-148-612-67-0000	1271 HOMER ST	25.00000%
761	030-157-612-51-0037	1233 PACIFIC BLVD	20.00000%

EXPLANATION**2024 Rating By-law
General Purpose Taxes**

Enactment of the attached By-law will levy the 2024 general purpose taxes, and implement Council's resolution of May 7, 2024, subject to a property tax cap rate on certain designated port facilities.

Director of Legal Services
May 7, 2024

BY-LAW NO. _____

A By-law to levy rates on all taxable real property in the City of Vancouver, to raise a sum which added to the estimated revenue of the City of Vancouver from other sources, will be sufficient to pay all debts and obligations of the City of Vancouver falling due within the year 2024 and not otherwise provided for

PREAMBLE

For the year 2024, the following sums will have to be provided for the purposes hereafter named, by levying a rate or rates on all the taxable real property on the assessment roll prepared pursuant to the *Assessment Act* for general municipal purposes for the City of Vancouver:

<u>PURPOSES</u>	<u>AMOUNT</u>
Payment of interest on Debentures and Debt outstanding, payments to Sinking Fund in respect of Sinking Fund debenture debts incurred, and payment of principal on other debt falling due in 2024	\$ 101,307,803
All other necessary expenses of the City not otherwise provided for	<u>\$ 1,058,164,922</u>
Total General Purpose Tax Levy	<u>\$ 1,159,472,725</u>

The taxable value of land and improvements, as shown on the real property assessment roll prepared by the British Columbia Assessment Authority, for general municipal purposes for the City of Vancouver for all classes other than Class 1 – residential, Class 5 – light industry, and Class 6 – business and other is \$1,991,278,567.

Pursuant to the 2024 Land Assessment Averaging By-law, the taxable value of land and improvements for general municipal purposes based on the averaged assessment is \$381,001,533,351 for class 1 – residential, \$2,254,582,234 for class 5 – light industry, and \$79,305,560,706 for class 6 – business and other.

Pursuant to the 2024 Development Potential Tax Relief By-law, the taxable value of eligible land in classes 5 and 6 subject to the Development Potential Relief Program tax rate that is set at fifty percent (50%) of the general purpose tax rate that would otherwise apply is \$15,292,151 for class 5 – light industry, and \$874,947,118 for class 6 – business and other.

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

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

The rates of taxation for the Provincial classes necessary to raise the sum of \$1,159,472,725 are as follows:

Class of property		Dollars of tax for each one thousand dollars of taxable value
Residential	(1)	1.73578
Utilities	(2)	31.05419
Supportive Housing	(3)	0.00000
Major Industry	(4)	34.59680
Major Industry (ports properties)	(4)	27.50000
Major Industry (ports properties, new investment)	(4)	22.50000
Light Industry	(5)	5.87266
Light Industry (DPRP eligible land)	(5)	2.93633
Business and Other	(6)	5.87266
Business and Other (DPRP eligible land)	(6)	2.93633
Recreational Property / Non-profit Organization	(8)	1.73325
Farm	(9)	1.73325

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

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

1. On each of the respective classes of property hereinafter set forth, which are more particularly defined in the *Assessment Act* and its regulations, there is hereby imposed per one thousand dollars of taxable value the several rates hereinafter set forth, namely:
 - (a) For the purpose of providing for the payment of \$101,307,803, being the amount required for interest on Debentures and other debt, Sinking Fund obligations on Sinking Fund debentures, and principal payments on other debt falling due in 2024, the rates of:

Class of property		Dollars of tax for each one thousand dollars of taxable value
Residential	(1)	0.15166
Utilities	(2)	2.71333
Supportive Housing	(3)	0.00000
Major Industry	(4)	3.02286
Major Industry (ports properties)	(4)	2.40279
Major Industry (ports properties, new investment)	(4)	1.96592
Light Industry	(5)	0.51312
Light Industry (DPRP eligible land)	(5)	0.25656
Business and Other	(6)	0.51312
Business and Other (DPRP eligible land)	(6)	0.25656
Recreational Property / Non-profit Organization	(8)	0.15144
Farm	(9)	0.15144

- (b) For the purpose of providing the sum of \$1,058,164,922, being monies required for other necessary expenses of the City during the year 2024 not otherwise provided for, the rates of:

Class of property		Dollars of tax for each one thousand dollars of taxable value
Residential	(1)	1.58412
Utilities	(2)	28.34086
Supportive Housing	(3)	0.00000
Major Industry	(4)	31.57394
Major Industry (ports properties)	(4)	25.09721
Major Industry (ports properties, new investment)	(4)	20.53408
Light Industry	(5)	5.35954
Light Industry (DPRP eligible land)	(5)	2.67977
Business and Other	(6)	5.35954
Business and Other (DPRP eligible land)	(6)	2.67977
Recreational Property / Non-profit Organization	(8)	1.58181
Farm	(9)	1.58181

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

ENACTED by Council this day of , 2024

Mayor

City Clerk

EXPLANATION**2024 Rating By-law
Metro Vancouver Regional District**

Enactment of the attached By-law will levy the rates necessary to raise funds requisitioned by the Metro Vancouver Regional District for 2024.

Director of Legal Services
May 7, 2024

BY-LAW NO. ____

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

PREAMBLE

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

The Metro Vancouver Regional District has requisitioned from the City the sum of \$32,218,730 for the year 2024.

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

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

1. For the purpose of providing for the payment of the amount requisitioned from the City by the Metro Vancouver Regional District in the year 2024, there is hereby imposed per one thousand dollars of taxable value of land and improvements, but excluding property that is taxable for school purposes only by a special act, the rates hereinafter set forth, namely:

Class of property		Dollars of tax for each one thousand dollars of taxable value
Residential	(1)	0.05489
Utilities	(2)	0.19213
Supportive Housing	(3)	0.05489
Major Industry	(4)	0.18664
Light Industry	(5)	0.18664
Business and Other	(6)	0.13449
Recreational Property / Non-profit Organization	(8)	0.05489
Farm	(9)	0.05489

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

ENACTED by Council this day of , 2024

Mayor

City Clerk