



City of Richmond

Report to Committee

To: Planning Committee

Date: January 22, 2025

From: Peter Russell
Director, Housing

File: 08-4057-05/2025-Vol
01

Re: Application to amend Housing Agreement Bylaw 9952 (Richmond Centre Phase One)

Staff Recommendation

That Housing Agreement (6551 No.3 Rd) Bylaw No. 9952, Amendment Bylaw No. 10634 be introduced and given first, second, and third readings.

Peter Russell
Director, Housing
(604-276-4130)

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF DEPUTY CAO
Development Applications	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO

Staff Report

Origin

This report outlines a request from the property owner RCRES Nominee Ltd. ('Owner') to amend the definitions of permitted rent and eligible tenant in Housing Agreement Bylaw No. 9952 associated with DP 17-768248 and CP16-752923 at 6551 No 3 Rd., which is Phase 1 of the Richmond Centre redevelopment.

On November 12, 2024, Council approved changes to the City's Low-End Market Rental (LEMR) Program, updating the permitted rents and income thresholds as described in the report titled "Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing" dated October 16, 2024.

The approved permitted rent rates and income thresholds apply to housing agreements for new or in-stream development applications. The updated rates can be applied to existing agreements where an amending bylaw is adopted by Council.

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.

Analysis

Housing Agreement Bylaw No. 9952 was adopted on January 28, 2019, and secures 79 LEMR homes as part of the first phase of the Richmond Centre redevelopment. This phase also includes 1,087 market-ownership homes and 11,681 m² (125,725 ft²) of commercial space. The 79 LEMR homes are clustered into one tower (7557 Cst. Jimmy Ng Road, Richmond, BC) and must be operated by a non-profit housing organization. It is anticipated that the LEMR homes will be available for tenanting in March, 2025.

The requested amendment aligns with the endorsed permitted rent rates of 10 per cent below CMHC average market rents, specific to the City of Richmond, and income thresholds that set rent at 30 per cent of gross (before-tax) household income. Table 1 outlines the permitted rent rates and income thresholds that would be enabled in the event the application to amend Housing Agreement Bylaw No. 9952 is approved.

Table 1- Maximum Rent Rates and Income Thresholds under Proposed Housing Agreement

	Max. Rent	Max. Income
Studio	\$1,306	\$52,236
1 Bdrm	\$1,552	\$62,064
2 Bdrm	\$1,914	\$76,572
3 Bdrm +	\$2,014	\$80,568

Council’s approval of the requested amendments would bring new maximum rent rates and income thresholds applicable to the 79 LEMR units within Phase 1 of the Richmond Centre redevelopment into alignment with the rates established within the City’s updated LEMR Program framework. It ensures that rents and income thresholds align with current market conditions and, therefore, enhances the long-term sustainability of operating these affordable rental units.

Financial Impact

None

Conclusion

The proposed amendment to Housing Agreement Bylaw No. 9952 aligns with the City’s updated Low-End Market Rental (LEMUR) framework.



Cade Bedford
 Planner 2, Affordable Housing
 (604-247-4916)



**Housing Agreement (Affordable Housing)
(6551 No.3 Rd) Bylaw No. 9952,
Amendment Bylaw No. 10634**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver an amendment to a housing agreement, substantially in the form set out as Schedule B to this Bylaw, with the owner of the lands described in Schedule A to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (Affordable Housing) (6551 No.3 Rd) Bylaw No. 9952, Amendment Bylaw No. 10634”**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division <i>CAB</i>
APPROVED for legality by Solicitor <i>LH</i>

SCHEDULE A to Bylaw No. 10634

LANDS

Those lands and premises located in the City of Richmond and municipally and legally described as follows:

<i>Municipal Address</i>	<i>Legal Description</i>
7557 Cst. Jimmy Ng Road, Richmond, B.C.	Parcel Identifier: 032-417-063 Air Space Parcel 3 Section 8 Block 4 North Range 6 West New Westminster District Air Space Plan EPP136490

SCHEDULE B TO BYLAW NO. 10634

AMENDMENT TO HOUSING AGREEMENT BETWEEN RCCOM LP, AIMCO REALTY
INVESTORS LP, 7904185 CANADA INC., RC (SOUTH) INC., RCRES LP AND
RCRES NOMINEE LTD., AND CITY OF RICHMOND

**AMENDMENT TO AFFORDABLE HOUSING AGREEMENT
(Section 483 Local Government Act)**

THIS AMENDMENT is dated for reference this ____ day of _____, 2025.

AMONG:

RCCOM LP (REG. NO. XP0696226), a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8, by its general partner **RCCOM GP INC.** (INC. No. 002505246), a corporation duly incorporated under the laws of the Province of Ontario and extraprovincially registered in British Columbia under Reg. No. A0099427, and having its delivery address in British Columbia at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8

and

AIMCO REALTY INVESTORS LP (Reg. No. XP0699448), a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at Suite 1700 – 666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner **AIMCO RE GP CORP.** (Inc. No. 2015600709), a corporation duly incorporated under the laws of the Province of Alberta and extraprovincially registered in British Columbia under Reg. No. A0100192, and having its delivery address in British Columbia at Suite 1600 – 10250 101 Street NW, Edmonton, Alberta T5J 3P4

(collectively, the “**Lot A Beneficiary**”)

AND:

7904185 CANADA INC. (Inc. No. 7904185) a company duly incorporated under the laws of Canada and extraprovincially registered in British Columbia under Reg. No. A0118233, and having its registered office at Suite 1600 – 10250 101 Street NW, Edmonton, Alberta T5J 3P4
as to an undivided 1/2 interest

and

RC (SOUTH) INC. (Inc. No. 2510864), a company duly incorporated under the laws of the Province of Ontario and extraprovincially registered in British Columbia under Reg. No. A0099783, and having its head office at Suite 500 – 20 Queen Street West, Toronto, Ontario M5H 3R4
as to an undivided 1/2 interest

(collectively, the “**Lot A Nominee**”, and together with the Lot A Beneficiary, the “**Lot A Owner**”)

AND:

RCRES LP (Reg. No. XP0696230), a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8, by its general partners, **THE CADILLAC FAIRVIEW CORPORATION LIMITED** (Inc. No. 3271809), a corporation duly continued under the laws of the Province of Nova Scotia and extraprovincially registered in British Columbia under Reg. No. A0088251, and having its delivery address in British Columbia at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8, **ARI RICHRES GP INC.** (Inc. No. 2020970543), a corporation duly incorporated under the laws of the Province of Alberta and extraprovincially registered in British Columbia under Reg. No. A0104975, and having its office at Suite 1600 – 10250 101 Street NW, Edmonton, Alberta T5J 3P4, and **SHAPE LIVING CORP.** (Inc. No. BC0934395), a corporation duly incorporated under the laws of the Province of British Columbia and having its office at 2020 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia V7X 1M6

(the “**Lot 1 Beneficiary**”)

AND:

RCRES NOMINEE LTD. (Incorporation No. BC1264251), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 2020 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia V7X 1M6

(the “**Lot 1 Nominee**”, and together with the Lot 1 Beneficiary, the “**Lot 1 Owner**”)

(the Lot A Owner and the Lot 1 Owner are collectively, the “**Owner**”)

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, British Columbia V6Y 2C1

(the “**City**”)

WHEREAS:

- A. The Lot A Owner and the City are party to a Housing Agreement dated for reference January 28, 2019 (the “**Original Agreement**”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 9952;

- B. The Lot A Owner transferred their beneficial and registered interests in those portions of the Lands, as defined in the Original Agreement and on which the residential improvements (including the Affordable Housing Units) are situated, to the Lot 1 Owner pursuant to Recital C of the Original Agreement;
- C. The Lot 1 Owner is the beneficial and registered owner of the residential portion of the Lands, as defined in the Original Agreement, and shall for the purposes of the Original Agreement become the Owner and be subject to the terms hereof; and
- D. The Owner and the City have agreed to amend the Original Agreement in accordance with the terms and conditions of this Amendment.

NOW THEREFORE in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

1.1 Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them under the Original Agreement.

1.2 The Original Agreement is hereby amended as follows:

- (a) inserting the following new definitions in Section 1.1, in alphabetical order, and renumbering the remaining sections accordingly:

“**ASP3**” means those lands and premises located in the City of Richmond and municipally described as 7557 Cst. Jimmy Ng Road, Richmond, B.C. and legally described as Parcel Identifier: 032-417-063, Air Space Parcel 3 Section 8 Block 4 North Range 6 West New Westminster District Air Space Plan EPP136490, as may be Subdivided from time to time, and including a Building or a portion of a Building located thereon;”;

“**CMHC**” means the Canada Mortgage and Housing Corporation or its successor in function;”;

“**CMHC Average Rental Rates**” means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;”;

- (b) deleting the definition of “Eligible Tenant” and replacing it with the following:

“**Eligible Tenant**” means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

- (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

- (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
 - (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive;";
- (c) deleting the definition of "Lands" and replacing it with the following:
- ""**Lands**" means ASP3 and Lot 2, as either may be Subdivided from time to time, and including a Building or a portion of a Building located thereon;";
- (d) deleting the definition of "Lot" and replacing it with the following:
- ""**Lot**" means ASP3 or Lot 2, as the context may require;";
- (e) deleting the definition of "Lot 1" in its entirety;
- (f) deleting the definition of "Lot 2" and replacing it with the following:
- ""**Lot 2**" means those lands and premises located in the City of Richmond legally described as Parcel Identifier: 031-146-481, Lot 2 Section 8 Block 4 North Range 6 West New Westminster District Plan EPP87774, as may be Subdivided from time to time, and including a Building or a portion of a Building located thereon;";
- (g) deleting the definition of "Permitted Rent" and replacing it with the following:
- ""**Permitted Rent**" means:
- (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,
- provided that:
- (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and

- (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;”;
 - (h) deleting the text “subsection 1.1(p) of” from Section 3.9(h)(ii) and replacing it with the following text “the definition of Eligible Tenant in”;
 - (i) deleting the text “subsection 1.1(p) of” from the last paragraph of Section 3.9(h) and replacing it with the following text “the definition of Eligible Tenant in”;
 - (j) deleting the text “Lot 1” from Subsection 2.4(c) and replacing it with the following text “ASP3”; and
 - (k) deleting Schedule B to the Original Agreement in its entirety.
- 1.3 From and after the date written above, this Amendment will be read and construed along with the Original Agreement and the covenants, terms, conditions, and agreements contained in the Original Agreement will continue in full force and effect other than as modified by this Amendment, and the parties hereto ratify and affirm the Original Agreement as modified by this Amendment.
- 1.4 The Owner will do everything necessary, at the Owner’s expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.
- 1.5 This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
- 1.6 If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 1.7 Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

- 1.8 Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 1.9 If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.
- 1.10 This Agreement may be signed and delivered by the parties in counterparts, with the same effect as if each of the parties had signed and delivered the same document, and that execution and delivery will be valid and legally effective.

[remainder of page intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

RCCOM LP, by its general partner,
RCCOM GP INC., by its authorized signatories:

Per: 
David Fenrich

Per: _____

AIMCO REALTY INVESTORS LP, by its general partner,
AIMCO RE GP CORP., by its authorized signatories:

Per: _____

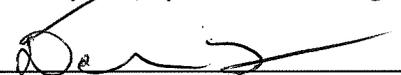
Per: _____

7904185 CANADA INC., by its authorized signatories:

Per: _____

Per: _____

RC (SOUTH) INC., by its authorized signatories:

Per: 
David Fenrich

Per: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

RCCOM LP, by its general partner,
RCCOM GP INC., by its authorized signatories:

Per: _____

Per: _____

AIMCO REALTY INVESTORS LP, by its general partner,
AIMCO RE GP CORP, by its authorized signatories:

Per:  _____
Jaclyn O'Neill

Per: _____

7904185 CANADA INC., by its authorized signatories:

Per:  _____
Jaclyn O'Neill

Per: _____

RC (SOUTH) INC., by its authorized signatories:

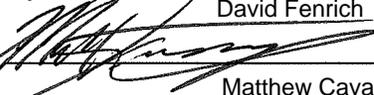
Per: _____

Per: _____

RCRES LP, by its general partners,
THE CADILLAC FAIRVIEW CORPORATION LIMITED,
ARI RICHRES GP INC. and **SHAPE LIVING CORP.,**
by their authorized signatory(ies):

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per:  _____
David Fenrich

Per:  _____
Matthew Cavanaugh

ARI RICHRES GP INC.

Per: _____

Per: _____

SHAPE LIVING CORP.

Per: _____

Per: _____

RCRES NOMINEE LTD., by its authorized signatories:

Per: _____

Per: _____

RCRES LP, by its general partners,
THE CADILLAC FAIRVIEW CORPORATION LIMITED,
ARI RICHRES GP INC. and SHAPE LIVING CORP.,
by their authorized signatory(ies):

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: _____

Per: _____

ARI RICHRES GP INC.

Per:  _____
Jaclyn O'Neill

Per: _____

SHAPE LIVING CORP.

Per: _____

Per: _____

RCRES NOMINEE LTD., by its authorized signatories:

Per: _____

Per: _____

RCRES LP, by its general partners,
THE CADILLAC FAIRVIEW CORPORATION LIMITED,
ARI RICHRES GP INC. and SHAPE LIVING CORP.,
by their authorized signatory(ies):

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: _____

Per: _____

ARI RICHRES GP INC.

Per: _____

Per: _____

SHAPE LIVING CORP.

Per: Brad Stokes
Brad Stokes

Per: _____

RCRES NOMINEE LTD., by its authorized signatories:

Per: Brad Stokes
Brad Stokes

Per: _____

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)