



City of Richmond

Bylaw 10677

Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996, Amendment Bylaw No. 10677

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996**, is hereby amended as set out in Schedule 1 to this Bylaw, and the Mayor and City Clerk for the City of Richmond are authorized to execute and deliver the housing agreement amendment agreement, substantially in the form set out as Schedule 1 to this Bylaw, with the owner of the lands legally described therein.
2. This Bylaw is cited as "**Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996, Amendment Bylaw No. 10677**".

FIRST READING

DEC 08 2025

SECOND READING

DEC 08 2025

THIRD READING

DEC 08 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division <i>[Signature]</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Schedule 1 to Bylaw 10677

SCHEDULE 1

**To Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996,
Amendment Bylaw No. 10677**

**AMENDMENT TO HOUSING AGREEMENT BETWEEN RICHMOND KIWANIS
SENIOR CITIZENS HOUSING SOCIETY AND THE CITY OF RICHMOND**

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

THIS AMENDMENT is dated for reference 6th day of June, 2025.

BETWEEN:

RICHMOND KIWANIS SENIOR CITIZENS HOUSING SOCIETY (Incorporation No. **S-0005770**), a society duly formed under the laws of the Province of British Columbia and having its office at 200 - 8171 Cook Road, Richmond, BC, V6Y 3T8

(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 Owner is the owner of the Lands (as hereinafter defined);
- B. The Owner and the City are party to a Housing Agreement dated for reference February 8, 2013 (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 (6251 Minoru Boulevard) Bylaw No. 8996;
- C. 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:

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

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"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 definitions of "Eligible Senior Couple", and "Eligible Senior Individual" and replacing them with the following:

"Eligible Senior Couple" means two person, both of whom are able to manage their own personal care, have the capacity to walk and are not bedridden, living in a spousal relations one of whom is 60 years of age or older and who together have a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

- A) 70% of the then current CMHC Average Rental Rate for a one-bedroom apartment, multiplied by 12 and then divided by 0.25,

provided however that:

- B) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Dwelling Unit by such Eligible Senior Couple, such cumulative gross annual income for such Eligible Senior Couple shall be the cumulative gross annual income for such Eligible Senior Couple 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
- C) in the absence of obvious error or mistake, any calculation by the City of an Eligible Senior Couple's permitted cumulative gross annual income in any particular year shall be final and conclusive.

For greater certainty, notwithstanding the foregoing, an Eligible Senior Couple includes any person who was resident of the Fromer Lands as at August 1, 2011, and any person who was a resident of the Lands as at September 1, 2025;

"Eligible Senior Individual" means a person 60 years of age or older who is able to manage their own personal care, has the capacity to walk and is not bedridden, and who has a gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

- A) 70% of the then current CMHC Average Rental Rate for a one-bedroom apartment, multiplied by 12 and then divided by 0.25,

provided however that:

- B) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Dwelling Unit by such Eligible Senior Couple, such cumulative gross annual income for such Eligible Senior Couple shall be the cumulative gross annual income for such Eligible Senior Couple 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
- C) in the absence of obvious error or mistake, any calculation by the City of an Eligible Senior Couple's permitted cumulative gross annual income in any particular year shall be final and conclusive.

For greater certainty, notwithstanding the foregoing, an Eligible Senior Individual includes any person who was resident of the Former Lands as at August 1, 2011 and any person who was a resident of the Lands as at September 1, 2025;”

- (c) deleting the definition of “Permitted Rent” and replacing it with the following:

““**Permitted Rent**” means:

- A) an amount which does not exceed 70% of the then current CMHC Average Rental Rate for a one-bedroom apartment, as of the time an Eligible Senior enters into a Tenancy Agreement,

provided that:

- B) 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 Rental Unit is occupied by the Eligible Senior under the Tenancy Agreement; and
- C) 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;”
- (d) deleting subsection 3.2(c) and replacing it with the following:

“(c) the monthly rent payable by a Tenant for the right to occupy an Affordable Rental Unit must not exceed the Permitted Rent;”

(e) deleting the words and numbers “Section 905” where they appear and replacing them with “Section 483”;

(f) inserting the following as new Section 3.5:

“3.5 Subject to the requirements of the Residential Tenancy Act, the Owner will ensure that each Tenancy Agreement:

(a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Rental Unit:

(i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all occupants who reside in the Affordable Rental Unit;

(ii) the number of occupants of the Affordable Rental Unit; and

(ii) the number of occupants of the Affordable Rental Unit who are 60 years of age or older;

(b) defines the term “Landlord” as the Owner of the Affordable Rental Unit; and

(c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Rental Unit to comply with this Agreement.”;

(g) replacing Schedule A to the Original Agreement with Appendix A attached hereto; and

(h) deleting Schedule B from the Original Agreement.

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

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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.

[remainder of page intentionally blank]

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

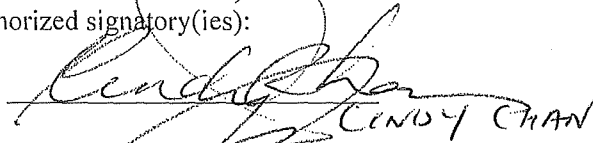
**RICHMOND KIWANIS SENIOR
CITIZENS HOUSING SOCIETY**

(Incorporation No. S-0005770)

by its authorized signatory(ies):

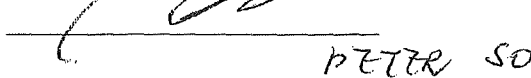
Per:

Name:


CINDY CHAN

Per:

Name:


PETER SO

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)

APPENDIX A TO AMENDMENT TO HOUSING AGREEMENT

SCHEDULE A to Housing Agreement

STATUTORY DECLARATION (Affordable Housing Units)

)	IN THE MATTER OF Unit Nos. _____ - _____
)	(collectively, the " Affordable Housing Units ") located at
CANADA)	7378 Gollner Avenue, Richmond, (<i>street address</i>), British
)	Columbia, and Housing Agreement dated February 8, 2013
PROVINCE OF BRITISH COLUMBIA)	and amended _____, 2025 (the
)	" Housing Agreement ") between
TO WIT:)	RICHMOND KIWANIS SENIOR CITIZENS HOUSING
)	SOCIETY and the City of Richmond (the " City ")

I, _____ (*full name*),
of _____ (*address*) in the Province
of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the "**Owner**") of the Affordable Housing Units;
or,
I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20____;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "**Information Table**") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

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- CS – 25**
(Special)

Appendix A to Statutory Declaration

Building Name:						Building Address:				Property Manager Name:							
Property Management Company:						Property Manager Email:				Property Manager Phone Number:							
Unit and Household Information								Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)					
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees	
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$31,049	Yes	\$61,638	\$1,611.19	\$ -	\$ -	\$ -	\$ -	\$ -	
				No				\$22,764	Yes								
				No				\$7,825	Yes								
				No													
1																	
2																	
5																	

Continue rows as needed.

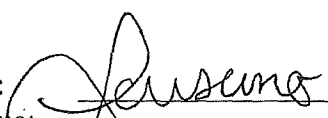
CONSENT AND PRIORITY AGREEMENT

With respect to and Amendment to Housing Agreement (the "**Amendment**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Richmond Kiwanis Senior Citizens Housing Society (the "**Owner**") in respect of the Lands (as described in the Amendment).

Vancouver City Savings Credit Union (Incorporation No. FI-97) (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CA9347374, and Assignment of Rents CA9347375 (collectively, the "**Bank Charge(s)**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Amendment by the Owner and hereby covenants that the Amendment shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Amendment had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

**VANCOUVER CITY SAVINGS
CREDIT UNION,**
by its authorized signatory(ies):

Per: 
Name: _____

Loredana Cusano
Business and Commercial Lending Coordinator

Per: 
Name: _____

Paolo Rubino
Team Manager
Business and Commercial Lending Administration