



City of Richmond

Report to Committee

To: Planning Committee **Date:** December 20, 2018
From: Kim Somerville **File:** 08-4057-05/2018-Vol 01
Manager, Community Social Development
Re: **Affordable Housing Agreement Bylaw 9952 to Permit the City of Richmond to Secure Affordable Housing Units at 6551 No. 3 Road**

Staff Recommendation

That Affordable Housing Agreement (6551 No. 3 Road) Bylaw 9952 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.

Kim Somerville
Manager, Community Social Development
(604-247-4671)

Att. 3

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO (Deputy)

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Affordable Housing Agreement Bylaw 9952 (Attachment 1) to secure a five (5) per cent affordable housing contribution comprised of approximately 150 affordable rental housing units in two stand-alone buildings in the proposed development located at 6551 No. 3 Road (CF Richmond Centre) (Attachment 2). The associated Market Rental Agreement for this project is being brought forth under a separate report.

This report and Bylaws support Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

This report and Bylaws also support Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

This report supports the Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

Strategic Direction #1: Expand Housing Choices

Affordable Housing Agreement Bylaw 9952 is consistent with the City's Affordable Housing Strategy 2017–2027, adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City.

Housing Proposal

GBL Architects has applied to the City of Richmond to amend the Official Community Plan, Schedule 2.10 (City Centre Area Plan) at 6551 No. 3 Road to permit a high-rise, mixed use project on roughly 50 per cent of the property occupied by the south end of the CF Richmond Centre shopping centre (CP 16-752923). This OCP Amendment application provides for the subdivision of 6551 No. 3 Road into three lots and the development of approximately 2,200 residential units on Lot 1 (Phase 1) and Lot 2 (Phase 2).

The applicant's housing proposal is summarized in the table below.

TABLE 1

HOUSING TYPES	PROPOSED DWELLING UNITS (Estimate)
Market Ownership Housing	1,850
Affordable Housing	150 *
Sub-Total	2,000 units
Market Rental Housing	200 (10% of Sub-Total)
Total	2,200 units

* As per the subject site's "Downtown Commercial (CDT1)" zone (applicable to development applications submitted prior to July 24, 2017 and considered by Council prior to July 24, 2018), the floor area of the developer's Affordable (low-end-of-market-rental/LEMR) Housing contribution shall equal 5% of the development's combined total floor area of Market Ownership Housing and Affordable Housing in Lot 1 (Phase 1) and Lot 2 (Phase 2) (i.e. at least 25,862 m² / 84,850 ft²).

The applicant's proposed affordable housing contributions include a five (5) per cent affordable housing contribution comprised of approximately 150 affordable rental housing units secured in perpetuity with an Affordable Housing Agreement and Affordable Housing Covenant registered on title. The proposed affordable housing units represent five (5) per cent of the total combined floor area of the development's affordable housing units and market ownership housing. The Affordable Housing Agreement will secure the developer's affordable housing contribution, together with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy, and is a condition of final reading of the Official Community Plan (City Centre Area Plan) Amendment Bylaw.

It is recommended that proposed Affordable Housing Agreement Bylaw 9952 be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Affordable Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The affordable housing contribution proposed on Lot 1 (Phase 1) and Lot 2 (Phase 2) represents five (5) per cent of the total combined floor area of the development's affordable housing units and market ownership housing. The affordable housing units will be delivered in two stand-alone buildings, including one on Lot 1 (Phase 1) and one on Lot 2 (Phase 2). As the applicant has agreed to enter into partnership with a non-profit housing operator to manage the development's affordable housing units on Lot 1 (Phase 1) and Lot 2 (Phase 2), the City has accepted lot-by-lot clustering of the required units in the form of stand-alone buildings.

TABLE 2

Lots	Proposed Residential Floor Area	Proposed Affordable (LEMR) Housing		
		Rate	Floor Area	Est. # Units
Lot 1 (Phase 1)	85,983 m ² (925,515 ft ²)	5%	4,299 m ² (46,276 ft ²)	75
Lot 2 (Phase 2)	71,664 m ² (771,381 ft ²)	5%	3,583 m ² (38,569 ft ²)	75
Total	157,647 m² (1,696,896 ft²)	5%	7,882 m² (84,845 ft²)	150

The applicant's OCP Considerations require that at least 50 per cent of the development's affordable housing units shall be family-friendly two and three-bedroom units (i.e., greater than

the OCP minimum of 40 per cent two and three-bedroom affordable housing units). On Lot 1 (Phase 1), 38 per cent of units are proposed to be two and three-bedroom units. In order to deliver a combined total of 50 per cent two and three-bedroom affordable housing units across Lot 1 (Phase 1) and Lot 2 (Phase 2), approximately 61 per cent of the affordable housing units constructed on Lot 2 (Phase 2) will be required to be two and three-bedroom units.

This proposed unit distribution was developed based on the advice of Catalyst Community Developments Society, a non-profit housing provider engaged by the developer to provide advice on the design of the stand-alone affordable housing buildings. Catalyst has recommended a greater proportion of studio and one-bedroom units in Phase 1 to meet the demand for work force housing and seniors housing in Richmond's downtown. In contrast, the higher percentage of two and three-bedroom units in the Phase 2 affordable housing building will enable a strong family and child-friendly orientation. See Attachment 3 for more information. The details of the affordable housing units and related features to be provided on Lot 1 (Phase 1) and Lot 2 (Phase 2) will be finalized, to the satisfaction of the City, through the development's phase-by-phase Development Permit processes.

On Lot 1 (Phase 1), the 75 affordable housing units are anticipated to be delivered as follows:

TABLE 3

Unit Type	Affordable Housing Strategy Requirements			Lot 1 (Phase 1) Unit Mix	
	Min. Unit Area Target	Max. Monthly Unit Rent*	Total Max. Household Income*	% of Units	# of Units
Studio	37 m ² (400 ft ²)	\$811	\$34,650 or less	19%	14
1-BR	50 m ² (535 ft ²)	\$975	\$38,250 or less	43%	32
2-BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	29%	22
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	9%	7
TOTAL	4,299 m² (46,276 ft²)	Varies	Varies	100%	75

* Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.

The Affordable Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements.

The Affordable Housing Agreement specifies that occupants of the affordable rental housing units shall have the same access to the outdoor amenity spaces as the development's market-rental and strata-ownership housing units and exclusive use of indoor amenity spaces within their respective stand-alone affordable housing buildings. The exclusive use of the indoor amenity spaces will enable the non-profit housing manager to provide scheduled, customized programming for the occupants of these buildings. The Agreement also specifies that occupants will have secured access to on-site parking and related features (e.g., bike storage and related electric vehicle charging stations) required with respect to the affordable housing units at no charge over and above the Council-approved unit rents (e.g., no move in/move out fees).

The applicant has agreed to the terms and conditions of the attached Affordable Housing Agreement and to register notice of the Affordable Housing Agreement on title to secure the affordable rental housing units.

As per the City's standard approach for multi-phase developments, the developer has also agreed to register legal agreements on title to restrict final Building Permit inspection granting occupancy for the for-profit housing units on Lot 1 (Phase 1) and Lot 2 (Phase 2) until, on a lot-by-lot basis, an occupancy permit has been issued for each lot's affordable housing units and ancillary uses and spaces.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw 9952 is required to permit the City to enter into an Affordable Housing Agreement related to development at CF Richmond Centre (6551 No. 3 Road). The Affordable Housing Agreement, together with an Affordable Housing Covenant, will secure a five (5) per cent affordable housing contribution comprised of approximately 150 affordable rental housing units. This agreement will secure the affordable housing required with respect to the proposed Official Community Plan (City Centre Area Plan) Amendment (CP 16-752923) at 6551 No. 3 Road.



Cody Spencer
Program Manager, Affordable Housing
(604-247-4916)

- Att. 1: Schedule A to Bylaw No. 9952
- Att. 2: Map of 6551 No. 3 Road
- Att. 3: Letter from Catalyst Community Developments



City of Richmond

Bylaw 9952

Housing Agreement (6551 No. 3 Road) Bylaw No. 9952

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 a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: 017-863-686 Lot A (BF285836) Section 8 Block 4 North Range 6 West New
Westminster District Plan 31877

This Bylaw is cited as **Housing Agreement (6551 No. 3 Road) Bylaw No. 9952**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (6551 No. 3 Road) Bylaw No. 9952

HOUSING AGREEMENT BETWEEN RC (SOUTH) INC. AND 7904185 CANADA INC.
AND THE CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 2018,

AMONG:

RCCOM LIMITED PARTNERSHIP, 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.**, a corporation duly incorporated under the laws of the Province of Ontario and having its delivery address in British Columbia at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8,

(“**RCCOM**”)

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner **AIMCO RE GP CORP.**, a corporation duly incorporated under the laws of the Province of Alberta and having its delivery address in British Columbia at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8,

(“**AIMCO**” and together with RCCOM, the “**Beneficiary**”)

AND:

7904185 CANADA INC. (INC. NO. 7904185), a company duly incorporated under the laws of Canada and having its registered office at 1100 – 10830 Jasper Avenue, Edmonton, Alberta T5J 2B3

(“**7904185**”)

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, and having its head office at 20 Queen Street West, Suite 500, Toronto, Ontario M5H 3R4

(the Beneficiary and the Nominee are, together, the “**Owner**” as more fully defined in section 1.1 of this Agreement)

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

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” as more fully defined in section 1.1 of this Agreement)

WHEREAS:

- A. Section 483 of the *Local Government Act*, permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined) which are to be subdivided and developed to include the Development (as herein defined) comprised of combination of commercial and residential improvements;
- C. The Owner has agreed to transfer to RCRES LP, or another separate entity (“RCRES”) those portions of the Lands on which the residential improvements (including the Affordable Housing Units (as herein defined)) will be situate prior to the commencement of the Development, and thereafter, RCRES shall carry out such residential portion of the Development and shall for the purposes of this Agreement become the Owner and be subject to the terms hereof;
- D. The City requires that the Affordable Housing Units (as herein defined) will be rented out by the Owner in perpetuity and the Affordable Housing Units will be managed by a Non-Profit Operator (as herein defined);
- E. The Owner and the City intend that the Affordable Housing Units will be managed by a Non-Profit Operator (as herein defined); and
- F. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement.

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:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City in accordance with the OCPA Considerations and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **“Affordable Housing Tower”** means a Tower containing only Affordable Housing Units and located within a Building;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, and which contains one or more Towers, and if a Building contains an Affordable Housing Tower, such Building will also contain one or more Towers that are not Affordable Housing Towers;
- (f) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **“City”** means the City of Richmond;
- (h) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) **“Community Charter”** means the *Community Charter*, S.B.C. 2003, c.26, together with all amendments thereto and replacements thereof
- (j) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (k) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (l) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;

- (m) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (n) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (o) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a Building and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$34,650 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, 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. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;

- (q) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption;
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means PID: 017-863-686, Lot A (BF285836), Section 8, Block 4 North, Range 6 West, New Westminster District Plan 317877, and includes any lot or parcel into which said Lands is or are Subdivided;
- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c.1, together with all amendments thereto and replacements thereof;
- (x) **“Lot”** means Lot 1 or Lot 2, as the context may require;
- (y) **“Lot 1”** means the separate legal parcel to be subdivided from the Lands, approximately as shown as “Lot 1” on the subdivision plan attached hereto as Schedule B;
- (z) **“Lot 2”** means the separate legal parcel to be subdivided from the Lands, approximately as shown as “Lot 2” on the subdivision plan attached hereto as Schedule B;
- (aa) **“LTO”** means the New Westminster Land Title Office or its successor;
- (bb) **“Non-Profit Operator”** has the meaning given in section 3.1 of this Agreement;
- (cc) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (dd) **“OCA Considerations”** means the Official Community Plan Amendment Considerations dated September 10, 2018 and issued to the Owner by the City in connection with the Development and as supplemented from time to time;
- (ee) **“Outdoor Amenity Areas”** means, with respect to a particular Building, the outdoor common areas and facilities for such Building intended for use by all owners, occupants and tenants of the Towers comprising the Building;
- (ff) **“Owner”** means the party described on page 1 and Recital C of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the

Lands are Subdivided, and includes any person who is a registered or beneficial owner in fee simple of an Affordable Housing Unit from time to time;

(gg) “**Permitted Rent**” means no greater than (exclusive of GST):

- (i) \$811.00 a month for a bachelor unit;
- (ii) \$975.00 a month for a one-bedroom unit;
- (iii) \$1,218.00 a month for a two-bedroom unit; and
- (iv) \$1,480.00 a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, 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. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents for the subsequent year shall remain unchanged from the previous year. 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;

(hh) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, c.41, together with all amendments thereto and replacements thereof;

(ii) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c.78, together with all amendments thereto and replacements thereof;

(jj) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, c.43, together with all amendments thereto and replacements thereof;

(kk) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*, and “**Subdivided**” and “**Subdivision**” have the corresponding meanings;

- (ll) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit in a form that complies with the *Residential Tenancy Act*;
- (mm) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (nn) **“Tower”** means a tower located within a Building, and includes an Affordable Housing Tower.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may, in perpetuity, only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit that includes any residential use (excluding parking intended as an ancillary use to non-parking uses) unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit that includes any residential use (excluding parking intended as an ancillary use to non-parking uses) unless the Building Permit includes the Affordable Housing Units; and
 - (c) with respect to each of Lot 1 and Lot 2, on a lot by lot basis, occupy, nor permit any person to occupy, any Dwelling Unit or any portion of any Building on such Lot, in part or in whole (except for parking) for any residential uses and the City will not be obligated to permit occupancy of any Dwelling Unit or Building on such Lot for any residential uses until all of the following conditions are satisfied:

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- (i) the Affordable Housing Units for such Lot and related uses and areas have been constructed to the satisfaction of the City in accordance with the OCPA Considerations and this Agreement;
- (ii) the Affordable Housing Units for such Lot have received final building permit inspection granting occupancy; and
- (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Development.

ARTICLE 3 MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City (each, a “**Non-Profit Operator**”) to operate and manage the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant.

Without limiting the foregoing, such Non-Profit Operator retained pursuant to this section 3.1 must have as one of its prime objectives the operation of affordable housing within the City of Richmond and, at the request of the City, from time to time, the Owner shall deliver to the City a copy of the agreement (fully signed and current) with such Non-Profit Operator, to evidence the Owner’s compliance with this section 3.1.

- 3.2 Any Non-Profit Operator(s) retained by the Owner pursuant to section 3.1 must, unless otherwise authorized in writing by the City Solicitor, manage and operate no less than all of the Affordable Housing Units located on two adjacent floors in a Building (the “**Minimum Units Under Management**”). For clarity, a Non-Housing Operator may operate more than the Minimum Units Under Management.
- 3.3 The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with section 3.1 and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain or will cause to be maintained the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, and without limiting section 3.1, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.
- 3.4 Subject to the requirements of the *Residential Tenancy Act* and applicable privacy laws, the Owner will ensure that each Tenancy Agreement:

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
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OCP Amendment Considerations No. 3

- (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 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 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 Housing Unit:

- (i) a statement of the Tenant’s annual income once per calendar year;
 - (ii) number of occupants of the Affordable Housing Unit;
 - (iii) number of occupants of the Affordable Housing Unit under 18 years of age;
 - (iv) number of occupants of the Affordable Housing Unit over 65 years of age;
 - (v) a statement of before tax employment income for all occupants over 18 years of age; and
 - (vi) total income for all occupants of the Affordable Housing Unit;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.

3.6 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Affordable Housing Units located on two adjacent floors located in a Building in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less all of the Affordable Housing Units located on two adjacent floors in a Building. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City.

- 3.7 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.8 The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of any Affordable Housing Unit to any person, trust, corporation, partnership or other entity, as a legal or beneficial owner, the Owner will obtain from such person, trust, corporation, partnership or other entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to the Affordable Housing Unit sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 3.9 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Outdoor Amenity Areas for the Building within which the Tenant's Affordable Housing Unit is located;
 - (d) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all indoor amenity spaces located within the Affordable Housing Tower within which the Tenant's Affordable Housing Unit is located, or that are located outside the Affordable Housing Tower but designated for the exclusive use of occupants thereof;
 - (e) the Owner will not require the Tenant or any permitted occupant to pay any move-in/move-out fees, strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates. For clarity, notwithstanding the foregoing, those occupants of Affordable Housing Units who utilize the electric vehicle charging stations may be required to pay for the cost of their utility usage, but not for their use of the electric vehicle charging equipment or associated parking;

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- (f) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (g) the Owner will include in each Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (h) subject to any contrary provisions in the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in subsection 1.1(p) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each of the foregoing, such breach is not cured within 10 days of notice from the Owner to the Tenant setting out the particulars of such breach. In the case of each breach, subject to the applicable cure periods and the requirements of the *Residential Tenancy Act*, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for subsection 3.9(h)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in subsection 1.1(p) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective one (1) month following the date of the notice of termination. In respect to subsection 3.9(h)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (i) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and

- (j) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units.
- 3.11 If the Owner has terminated the Tenancy Agreement, then, , subject to the requirements of the *Residential Tenancy Act*, the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
 - (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

and, in each case, a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any such strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No such strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.

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- 5.4 Further to section 3.10, no such strata corporation shall pass any bylaws restricting the age of occupants of the Affordable Housing Units.
- 5.5 No such strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of such strata corporation.
- 5.6 No such strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding that such strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.7 No such strata corporation shall pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying the Outdoor Amenity Areas for the Building which contains the Affordable Housing Tower in which the Owner or Tenant's Affordable Housing Unit is located, except, subject to section 5.6 of this Agreement, on the same basis that governs the use and enjoyment of the Outdoor Amenity Areas by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable Building which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, subject to the requirements of the *Residential Tenancy Act*, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant (in each case past any applicable cure periods), the Owner will pay the Daily Amount to the City for every day that the breach continues after 10 days' of delivery of written notice by the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period has expired. The Daily Amount is due and payable five (5) business days' after receipt by the Owner of an invoice from the City for the same.

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- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant that is not cured within any applicable cure periods shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

- (a) The Owner acknowledges and agrees that:
- (i) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
 - (ii) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
 - (iii) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended with respect to the lands which remain subject to this Agreement. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.
- (b) The Owner covenants and agrees with the City that concurrently with its transfer to RCRES of those portions of the Lands on which the portion of the Development that involves the residential improvements will be situate, the Owner will cause RCRES to enter into an agreement pursuant to which RCRES will expressly acknowledge and assume the obligations of the Owner under this Agreement insofar as they relate to the portion of the Lands acquired by RCRES.
- (c) The Owner and the City agree that it is their intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and

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secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Towers. Upon such creation of separate legal parcels and/or Subdivision, the City Solicitor shall, upon written request by the Owner, provide partial discharges of this Agreement accordingly, provided that the Owner has made adequate arrangements, satisfactory to the City, through reciprocal easements or otherwise, to ensure that the Owner(s), the Tenants and any other permitted occupants of the Affordable Housing Units have the access necessary to ensure their continued ability to use and enjoy the applicable Outdoor Amenity Areas.

7.2 **No Compensation**

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 **Modification**

Subject to section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

7.4 **Indemnity**

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

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 6551 No. 3 Road, Richmond, BC
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 OCP Amendment Considerations No. 3

7.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.6 Survival

The obligations of the Owner set out in section 7.4 this Agreement will survive termination or discharge of this Agreement.

7.7 Priority

The Owner will use all commercially reasonable efforts available to the Owner, 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.

7.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation 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 obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, 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.

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or a Building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.10 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

7.11 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: Clerk, City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

And to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

7.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

Housing Agreement (Section 483, *Local Government Act*)
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OCP Amendment Considerations No. 3

7.13 Severability

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.

7.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.15 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.16 Further Assurance

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.

7.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.

7.18 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.19 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

7.20 Applicable Law

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.

7.21 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

7.22 Joint and Several

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.

7.23 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered or beneficial owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered or beneficial owner of the Lands.

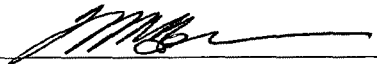
7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

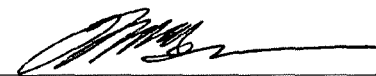
[Remainder of page intentionally blank]

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: 
Print Name: WAYNE BARLOWE
Per: ASO
Print Name: _____

RCCOM LIMITED PARTNERSHIP, by its
general partner, **RCCOM GP INC.,**
by its authorized signatory(ies):

Per: 
Print Name: WAYNE BARLOWE
Per: ASO
Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner,
AIMCO RE GP CORP.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

CITY OF RICHMOND, by its authorized
signatories:

Per: _____
Malcolm Brodie, Mayor
Per: _____
David Weber, Corporate Officer

CITY OF RICHMOND APPROVED for content by originating dept
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

RCCOM LIMITED PARTNERSHIP, by its
general partner, RCCOM GP INC.,
by its authorized signatory(ies):

Per: _____

Print Name: _____

Per: _____

Print Name: _____

Per: _____


Print Name: _____

Per: _____

Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

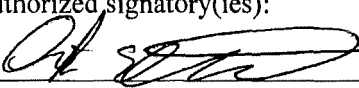
AIMCO REALTY INVESTORS LIMITED
PARTNERSHIP, by its general partner,
AIMCO RE GP CORP.,
by its authorized signatory(ies):

Per: 

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

Per: 

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

CITY OF RICHMOND, by its authorized
signatories:

Per: _____
Malcolm Brodie, Mayor

Per: _____
David Weber, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

**SCHEDULE A
STATUTORY DECLARATION
(Affordable Housing Units)**

)	IN THE MATTER OF Unit Nos. _____ - _____
)	(collectively, the “ Affordable Housing Units ”) located
CANADA)	at
)	_____
PROVINCE OF BRITISH)	(<i>street address</i>), British Columbia, and Housing
COLUMBIA)	Agreement dated _____, 20____ (the
TO WIT:)	“ Housing Agreement ”) between
)	_____ 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 for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the “**Period**”);
3. Continuously throughout the Period:
 - 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
5. The Owner obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at)
 _____ in the)
 Province of British Columbia, Canada, this)
 ____ day of _____, 20____)
 _____)
 _____)
 A Notary Public and a Commissioner for)
 taking Affidavits in and for the Province of)
 British Columbia)

 (Signature of Declarant)
 Name:

Declarations should be signed, stamped, and dated and witnessed by a lawyer, notary public, or commissioner for taking affidavits.

APPENDIX A Information Table

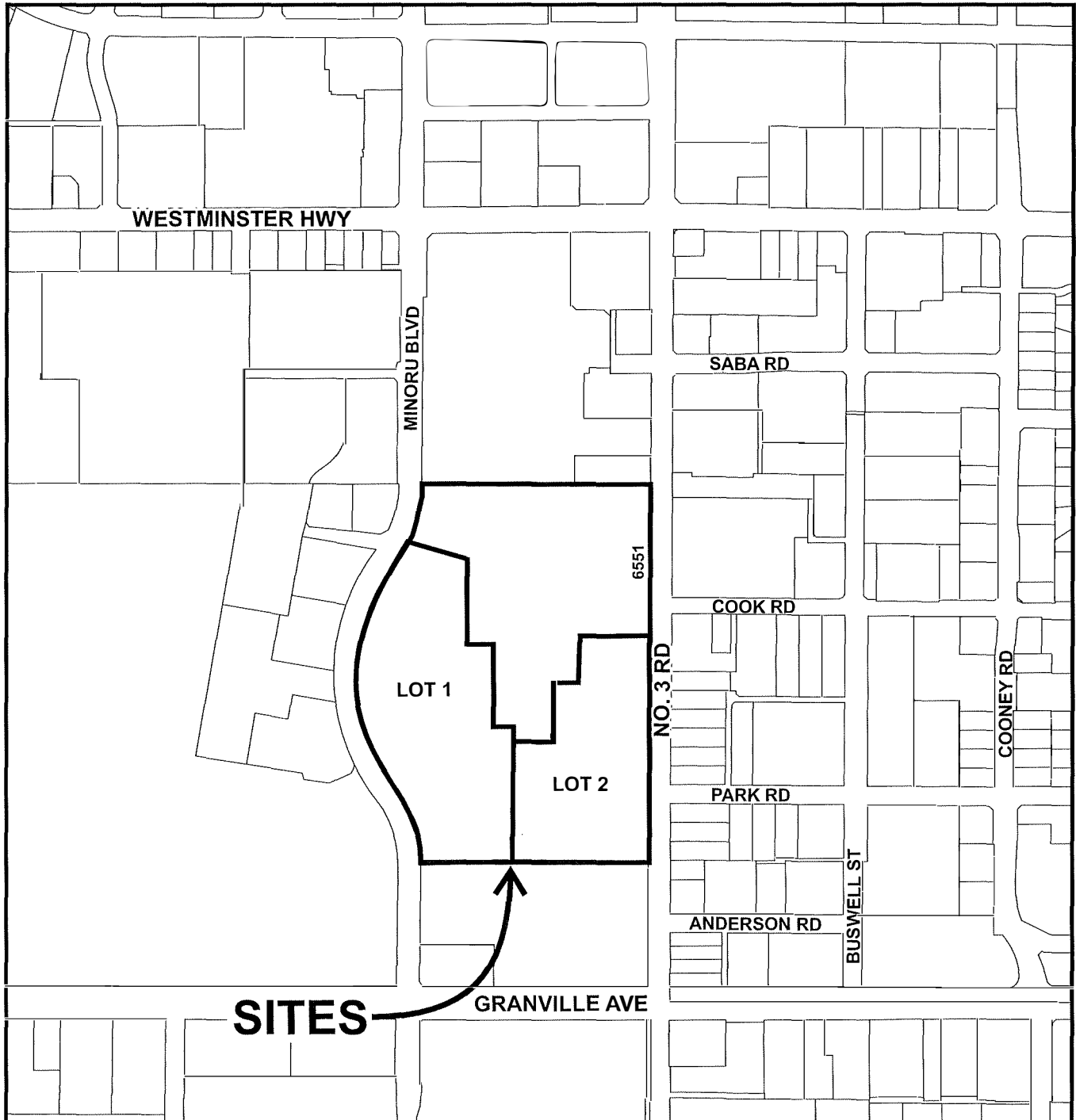
Example

Unit #	Unit Type	# of Occupants	Related to owner	Total under age 18	Total over age 18	Before-tax Employment Income (if tenant is over age 18)	Other Income (if tenant is over age 18)	Income Verification Required	Total Income of Tenant(s)	Eligible Tenant? (Y/N)	Monthly Rent	Shared rent for past year (20__)	Paid by/for tenant (month)	Move-in/out fee(s)	Storage Fee(s)	Amenity Usage Fee(s)	
1	305	2br	3	N N N	1	0	\$25,000 \$15,000 NA	NA NA NA	Y Y NA	\$40,000	Y	\$1,215	\$1,245	\$50/month	No	No	No
2																	
3																	
4																	
5																	

SCHEDULE B
SUBDIVISION PLAN



City of
Richmond



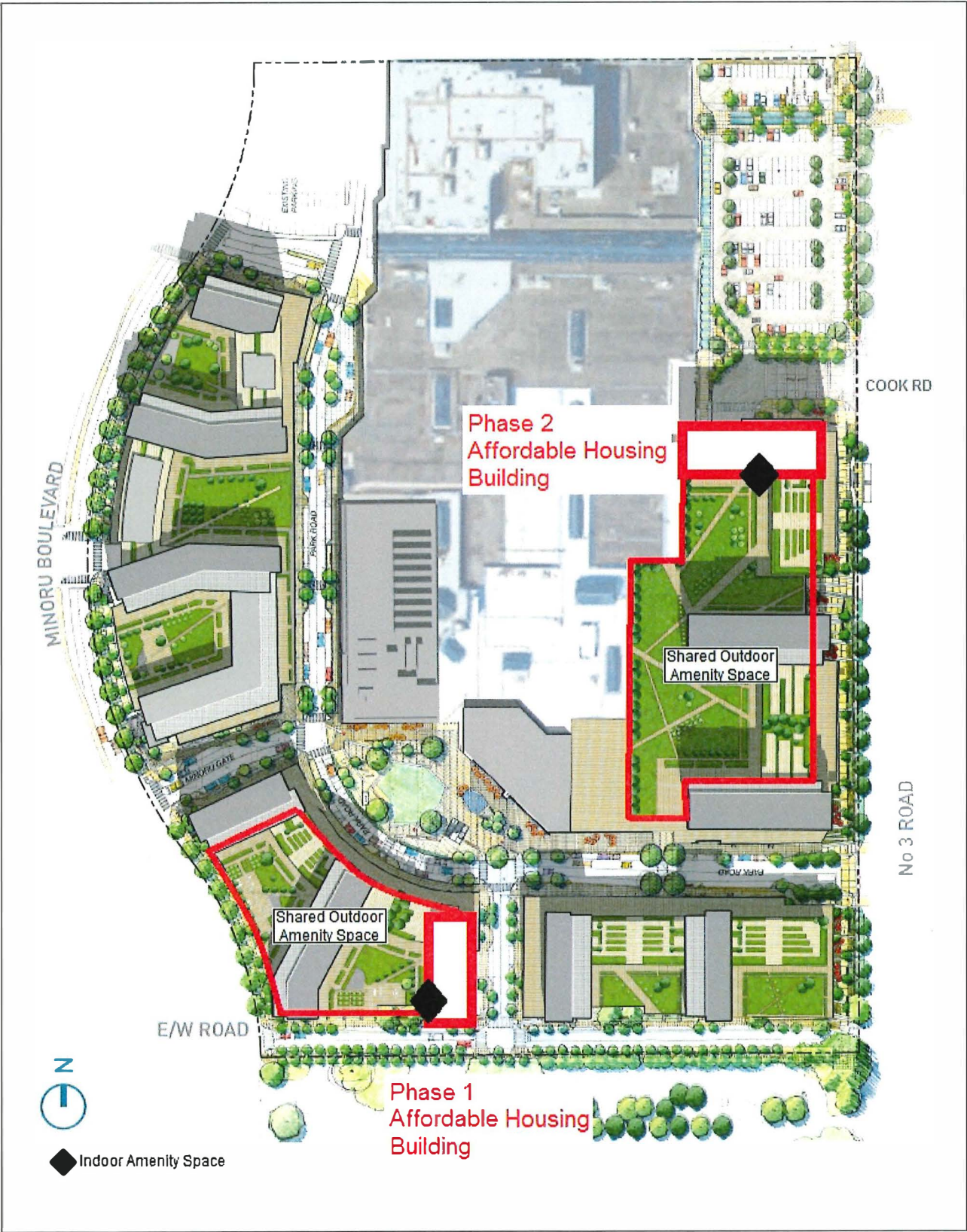
6551 No. 3 Road

Original Date: 11/19/18

Revision Date:

Note: Dimensions are in METRES

Affordable Housing Location Map



Catalyst Community Developments Society
catalystcommdev.org



December 17th, 2018

Joey Stevens
GBL Architects
139 East 8th Avenue
Vancouver BC
V5T 1R8

Cc: Josh Thomson, Cadillac Fairview Corporation Limited
Michelle Paquet, Shape Living

To Whom It May Concern

Re: CF Richmond Centre LEMR Housing Recommendation

Further to our discussions and meetings with City of Richmond staff regarding the proposed low-end of market affordable rental (LEMUR) housing project in Richmond, please accept this letter to outline our organisation, our relationship with the Richmond Centre Project, and our recommendations on the LEMR housing component of the CF Richmond Centre development.

About Catalyst

Catalyst Community Development Society (Catalyst) is a BC non-profit society with a mission to develop, own and operate below market rental housing. Catalyst is focused on providing high-quality "workforce rental" housing targeted towards households with gross incomes in the range of \$25,000 to \$60,000 p.a. The tenants within Catalyst projects typically include singles, couples, families and seniors with a wide range of incomes, abilities and ages. Catalyst does not provide direct support services to tenants but often works with other non-profit societies that do.

As a non-profit owner, operator, and developer of affordable housing in the Metro Vancouver area Catalyst is interested in the ownership and operation of the LEMR housing resulting from the CF Richmond Centre development.

About Richmond Centre Developers

We understand that Cadillac Fairview Corporation and Shape Living are development managers of the CF Richmond Centre project with a vision to transform CF Richmond Centre into a unique and vibrant mixed use community in the heart of Richmond. The development managers of CF Richmond Centre are interested in collaborating with an

owner/operator with experience in this housing type to ensure the best form and mix of housing is developed.

Relationship

Our joint view is that a collaborative design approach will ensure the best value for the residents, owners, and operators of the LEMR housing developed, as well as the broader community.

Catalyst Community Developments Society has agreed to review building design drawings, unit layouts and suites mixes to ensure that the building will function efficiently for an operator.

Recommendations

Catalyst believes that the central Richmond market has a need and demand for a broad demographic range of housing including singles, couples, families, and seniors. We understand that the City has a policy that requires a minimum of 50% of homes suitable for families (i.e. 2-bedroom or larger). At the current time we are seeing a significant need and demand in the below market rental sector from two distinct demographics: seniors on a fixed income and singles and couples on low to moderate incomes (often working in service sector jobs).

Many seniors can qualify for a rent subsidy under the Shelter Aid for Elderly Renters (SAFER) program. Studio homes offer rent levels that are more affordable to those on fixed income. Similarly, the younger working demographic, often employed in retail and service sectors, benefit from smaller more affordably priced homes like studio and one bedroom apartments. The central location of the site offering a range of services and in close proximity to rapid transit will be ideally suited this demographic.

We have found that while there is undoubtedly a need from families for 2 and 3 bedroom homes, there are numerous family-sized households that have more than one income. As a result, these households often exceed the maximum household income threshold (i.e. currently \$46,800 per annum for two bedroom homes and \$58,050 per annum for three bedroom homes) and therefore do not qualify for LEMR housing.

Taking into account the current need and demand in the below-market rental sector Catalyst considers that the proposed unit types and mix as proposed for Phase 1, noted below, will assist in meeting the current need:

Studio:	19%
1 Bedroom:	43%
2 Bedroom:	29%
3 Bedroom:	9%

We understand that the Richmond Centre developers are committed to delivering a mix of housing types across both phases of the proposed development that meet the City's housing policies, including the requirement for 50% of homes suitable for families. As such, Phase 2 is planned to have a higher percentage of family friendly units connected to the shopping centre and closer to public transit. Deferring a higher percentage of family friendly units to Phase 2 provides these added amenity benefits and also allows time for the need and demand for these unit types to increase.

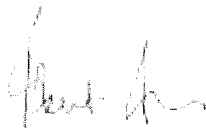
While Catalyst understands the advantages of disbursed LEMR housing within projects such disbursement creates several operational and affordability challenges. Contiguous ownership simplifies operations and provides more affordability to its residents. It also allows Catalyst to control its operating costs and only provide (and pay for) amenities that are used by, and appropriate to, its specific tenants.

Catalyst and the majority of other non-profit LEMR housing owners are not interested in owning affordable rental homes disbursed within a larger market ownership condominium because as a minority strata owner, we would not be in control of costs. Such control is critical to operate and deliver the affordability stipulated under housing agreements that specifically limit rental revenue. Mixing LEMR housing within a market condominium therefore is not a viable option for Catalyst and, as such, we have a requirement that the affordable housing we own and manage is contained in a contiguous building or air space parcel. We therefore strongly recommend against disbursement as it presents a great deal of ownership and operational challenges.

We trust this letter is satisfactory to summarize our recommendations. Please feel free to contact us with any questions.

Regards,

CATALYST COMMUNITY DEVELOPMENTS SOCIETY



Robert Brown
President