



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** May 14, 2015  
**From:** Cathryn Volkering Carlile **File:** 08-4057-01/2015-Vol  
General Manager, Community Services 01  
**Re:** **Housing Agreement Bylaw No. 9227 to Permit the City of Richmond to Secure Affordable Housing Units located at 8111 Granville Avenue/8080 Anderson Road (Storeys)**

### Staff Recommendation

That Housing Agreement Bylaw No. 9227 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached as Schedule A to the bylaw, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit Application DP 12-605094.

Cathryn Volkering Carlile  
General Manager, Community Services  
(604-276-4068)

Att. 2

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

## **Staff Report**

### **Origin**

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9227 (attached) to secure 129 affordable housing dwelling units in the proposed development (Storeys) located at 8111 Granville Avenue and 8080 Anderson Road (Attachment 1).

This report and bylaw are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of subsidized rental housing to meet the needs of low income households as a key housing priority for the City.

Integra Architecture has applied to the City of Richmond for a Development Permit on behalf of a Non-Profit Consortium consisting of six (6) non-profit societies, including: Atira Women's Resource Society, Coast Foundation Society (1974), S.U.C.C.E.S.S. (also known as United Chinese Community Enrichment Services Society), Tikva Housing Society, Turning Point Housing Society and the Pathways Clubhouse Society of Richmond. The submitted application was in response to a joint Expression of Interest issued in 2011 by the City of Richmond and BC Housing for affordable housing and community service space development on the City-owned site. Council has approved granting a long-term (60 year) lease of the site to the Non-Profit Consortium members.

Because there is no rezoning associated with this project, no Public Hearing was held.

The Development Permit was endorsed by the Development Permit Panel on February 26, 2014, subject to a Housing Agreement and Housing Covenant being registered on title to secure 129 affordable housing units with maximum rents and tenant income as established by the City's Affordable Housing Strategy for subsidized rental housing. The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9227) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following the adoption of the Bylaw and the registration of the ground lease, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### **Analysis**

The proposed Storeys development consists of 129 affordable housing dwelling units, approximately 2,090 m<sup>2</sup> (22,500 ft<sup>2</sup>) of community service space and three levels of parking. The community service component includes multi-purpose programmed space, community service space, non-profit society office space, and a social enterprise coffee shop. All dwelling units will incorporate Basic Universal Housing features. The community service and programmable tenant amenity spaces will be programmed to support healthy connections, as well as formal and informal community and tenant supports.

The subject development will deliver a total of 129 residential units as follows:

**Figure 1: Residential Units**

Unit Type	Unit Totals
Studio	85 units
1 Bedroom	32 units
2 Bedroom	4 units
3 Bedroom	8 units
Total	129 units

The development will also deliver 2,090 m<sup>2</sup> (22,500 ft<sup>2</sup>) of community service and programmable tenant amenity spaces as follows:

**Figure 2: Community Service and Tenant Amenity Spaces**

Community Service and Programmable Spaces	General Description
Level 1	Non-Profit offices, social enterprise coffee shop
Level 2	Resource centre, multi-purpose space, administration and reception area, and classrooms
Level 3 and 4	Pathways administration, multi-purpose room, and dining and kitchen area
Level 7	Coast administration, meeting room, dining and kitchen area

The Housing Agreement applies to the affordable housing dwelling units and restricts the annual household incomes for eligible occupants, as well as specifies that the units must be made available at subsidized rental rates in perpetuity. The eligible single household income is \$34,000 and less. The eligible family household income is \$55,500 or less. Permitted rents are determined on unit and household type and range from \$510 to \$1,375. Income thresholds and rents will be subject to annual Consumer Price Index adjustments and other restrictions. Rent rates are outlined in Schedule A of the Housing Agreement. The Agreement also specifies that occupants of the affordable dwelling units shall enjoy access to and use of on-site and outdoor amenity spaces.

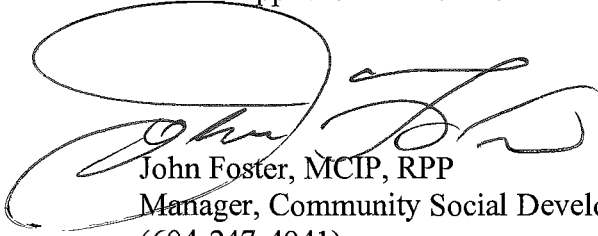
The Non-profit Consortium Members have all agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 129 dwelling units as affordable housing in perpetuity.

**Financial Impact**

None.

**Conclusion**

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 9227 is required to permit the City to enter into a Housing Agreement which together with the Housing Covenant, to be registered against the Non-Profit Consortium Members leasehold interest, will act to secure 129 affordable dwelling units that are proposed in association with Development Permit Application 12-605094.

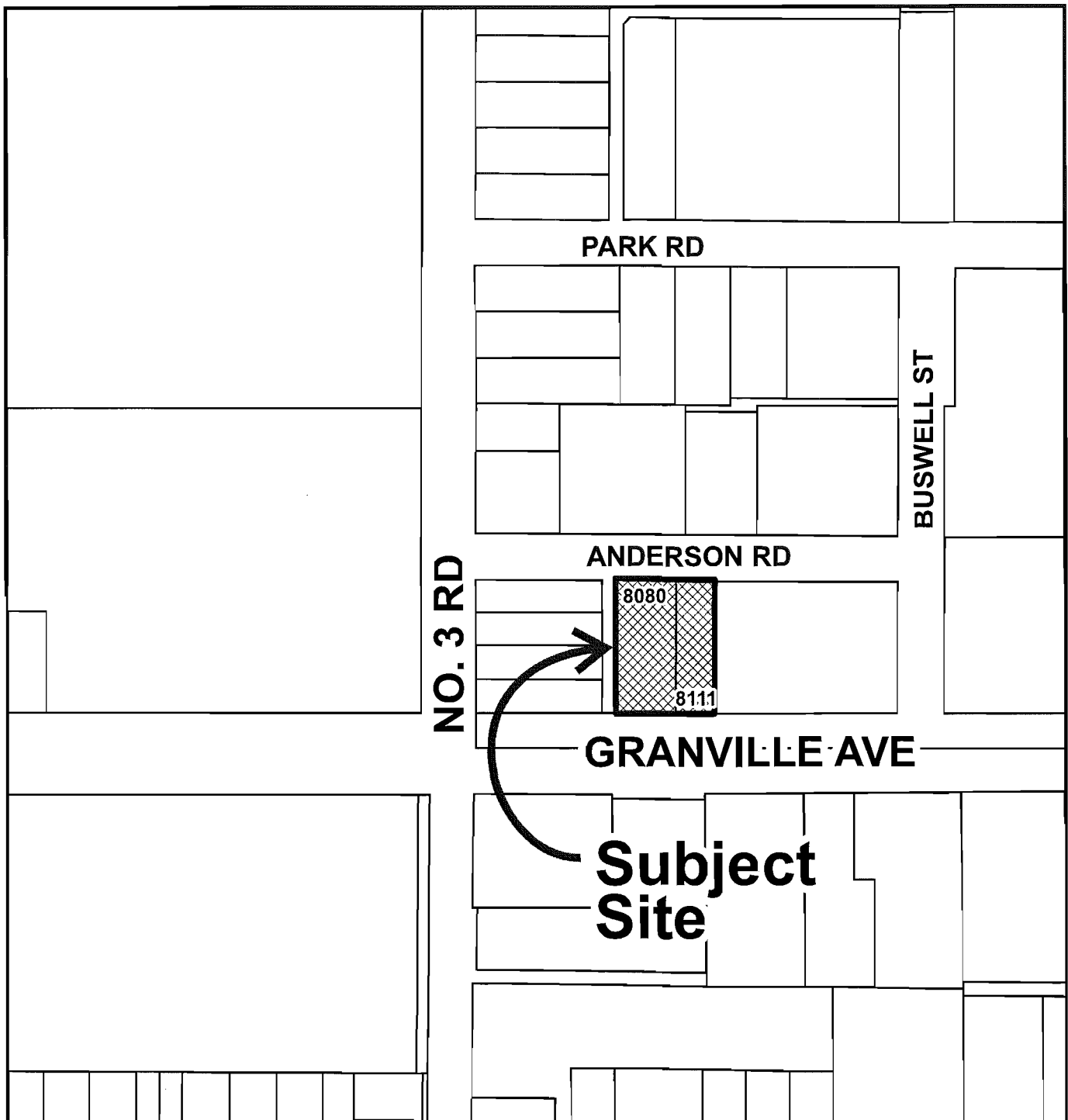
A handwritten signature in black ink, appearing to read 'John Foster', is written over a large, empty oval shape.

John Foster, MCIP, RPP  
Manager, Community Social Development  
(604-247-4941)

Att. 1: Map of Subject Property  
2: Housing Agreement to Bylaw No. 9227



City of  
Richmond



8111 Granville Avenue  
& 8080 Anderson Road

Original Date: 02/27/15

Revision Date 00/00/00:

Note: Dimensions are in METRES



**Housing Agreement (8111 Granville Avenue and 8080 Anderson Road)  
Bylaw No. 9227**

The Council of the City of Richmond enacts as follows:

1. The Mayor and Corporate Officer for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out in Schedule A to this Bylaw, with Turning Point Housing Society on behalf of a non-profit consortium consisting of:
  - (a) Atira Women's Resource Society;
  - (b) Coast Foundation Society (1974);
  - (c) S.U.C.C.E.S.S. (Also known as United Chinese Community Enrichment Services Society);
  - (d) Tikva Housing Society;
  - (e) Turning Point Housing Society; and
  - (f) Pathways Clubhouse Society of Richmond

in respect to lands and premises legally described as:

PID: 000-562-203      Lot 2, Block 5, Section 9, Block 4 North Range 6 West New  
Westminster District Plan 6498

PID: 001-973-355      Lot 1, Block 5, Section 9, Block 4 North Range 6 West New  
Westminster District Plan 6498

2. This Bylaw is cited as **"Housing Agreement (8111 Granville Avenue And 8080 Anderson Road) Bylaw No. 9227"**.

FIRST READING

SECOND READING

THIRD READING

LEGAL REQUIREMENTS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER



Schedule A to Bylaw No. 9227

To Housing Agreement (8111 Granville Avenue and 8080 Anderson Road) Bylaw No. 9227

HOUSING AGREEMENT BETWEEN the City of Richmond and Turning Point Housing Society on behalf of a Non-Profit Consortium consisting of: Atira Women's Resource Society, Coast Foundation Society (1974), S.U.C.C.E.S.S. (Also known as United Chinese Community Enrichment Services Society), Tikva Housing Society, Turning Point Housing Society, and Pathways Clubhouse Society of Richmond.

**HOUSING AGREEMENT**  
**(Section 905 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**TURNING POINT HOUSING SOCIETY**, a society pursuant to the laws of the Province of British Columbia (Inc. No. S-0059143) having an office at 10411 Odlin Road, Richmond, BC V6X 1E3

("the Operator" as more fully defined in section 1.1 of this Agreement)

**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 905 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 and management of housing units and rent which may be charged for housing units;
- B. The City is the registered owner of the Lands (as hereinafter defined) and the City has pursuant to the Ground Lease (as hereinafter defined) granted the Operator a leasehold interest in the Lands;
- C. Following construction of mixed residential/non-residential building on the Lands, the Operator will deposit a leasehold strata plan with respect to the Lands in the LTO (as hereinafter defined), and the Ground Lease will be converted into individual Strata Lot Leases (as hereinafter defined), pursuant to which each member of the Consortium will be the tenant of a Strata Lot or Strata Lots (hereinafter defined); and
- D. The Operator and the City wish to enter into this Agreement (as hereinafter 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 Operator 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:

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy dated May 9, 2007, and approved by the Richmond City Council on May 28, 2007, as amended as of the date of this Agreement, and as may be further amended by the City from time to time in its sole discretion;
- (b) **“Affordable Housing Unit”** means a residential dwelling unit or units located or to be located on the Lands and designated as such in accordance with a building permit and/or development permit issued by the City, whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof;
- (c) **“Agreement”** means this agreement as it may be amended or modified from time to time together with all schedules, appendices and attachments attached hereto;
- (d) **“Business Day”** means any day except Saturday, Sunday or any “holiday” as defined under the *Interpretation Act*;
- (e) **“City”** means the City of Richmond when referring to the corporate entity;
- (f) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Department of the City, or his or her designate;
- (g) **“Commission”** means the British Columbia Housing Management Commission or its successors in function;
- (h) **“Consortium”** means collectively:
  - (i) Atira Women’s Resource Society;
  - (ii) S.U.C.C.E.S.S. (Also Known as United Chinese Community Enrichment Services Society);
  - (iii) Coast Foundation Society (1974);
  - (iv) Tikva Housing Society;
  - (v) Pathways Clubhouse Society of Richmond; and
  - (vi) the Operator;

and their permitted assigns pursuant to the terms of the Strata Lot Leases, each being a member of the Consortium, but does not include any person after such person has sold, assigned or transferred all of its leasehold interest in the Lands in accordance with the applicable Strata Lot Lease and this Agreement;

- (i) **“Co-owner’s Agreement”** means the co-owner’s agreement, as may be amended from time to time, among the members of the Consortium, the City and the Strata Corporation;
- (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, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Operator by the City pursuant to section 6.1 of this Agreement. In the absence of any obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (l) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Department Applications Department of the City and his or her designate;
- (m) **“Eligible Individual”** means an individual with an annual income of \$34,000 or less, provided that, commencing January 1, 2015 and each year thereafter, such annual income shall be adjusted, plus or minus, in accordance with any change in CPI since January 1, 2014. In the absence of obvious error or mistake, any calculation by the City of an Eligible Individual’s permitted income in any particular year shall be final and conclusive;
- (n) **“Eligible Family”** means a Family with an aggregate household annual income of \$55,500 or less, provided that, commencing January 1, 2015 and each year thereafter, such annual income shall be adjusted, plus or minus, in accordance with any change in CPI since January 1, 2014. In the absence of obvious error or mistake, any calculation by the City of an Eligible Family’s permitted income in any particular year shall be final and conclusive;
- (o) **“Eligible Occupant”** means an Eligible Individual or an Eligible Family;
- (p) **“Excess Charges”** means, to the extent applicable, any fees or charges of any nature whatsoever that are or may be charged in respect of the tenancy of an Affordable Housing Unit that are not Permitted Rents, and includes without limitation insurance costs and user fees but does not include any hydro, internet or cable billed directly to an Eligible Occupant by a service provider or any premiums or deductibles of any contents insurance maintained by an Eligible Occupant;

- (q) **“Family”** means a household that contains as least one census family, that is, a married couple with or without children, or a couple living common-law with or without children, or a lone parent or guardian living with one or more children;
- (r) **“Ground Lease”** means the lease dated \_\_\_\_\_ entered into among the City, the Operator, the Commission and the Provincial Rental Housing Corporation pursuant to which the Operator leases the Lands from the City, as may be amended from time to time;
- (s) **“Guidelines”** means the City’s guidelines for subsidized rental housing in effect from time to time;
- (t) **“Housing Covenant”** means the agreements, covenants and charges in respect to the Affordable Housing Units granted by the Operator to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) registered or to be registered against the Operator’s leasehold interest in to the Lands, as it may be amended or replaced from time to time;
- (u) **“Indemnified Parties”** means the City and its elected officials, officers, directors, employees, agents, contractors, subcontractors, permittees and invitees and their heirs, executors, administrators, personal representatives, successors and assigns and each of the City’s subsidiary, affiliated or associated corporations and all others for whose conduct the City is responsible in law;
- (v) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (w) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (x) **“Lands”** means the lands and premises located at 8111 Granville Avenue and 8080 Anderson Road, Richmond, BC and legally described as PID 001-973-355 Lot 1, Block 5, Section 9, Block 4 North, Range 6 West, New Westminster District, Plan 6498 and PID 000-562-203 Lot 2, Block 5, Section 9, Block 4 North, Range 6 West, New Westminster District, Plan 6498, as the same may be Subdivided;
- (y) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (z) **“LTO”** means the New Westminster Land Title Office or its successor;
- (aa) **“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;

- (bb) **“Operating Agreements”** means the Community Partnership Initiative Operating Agreements, the terms of which shall be co-terminus with the term of the Ground Lease, entered into between the Commission and each member of the Consortium, which provide, among other things, for the Commission to provide assistance to the Operator in relation to the Operator’s cost of acquiring, developing or operating the Lands with no ongoing subsidies, as may be amended from time to time;
- (cc) **“Operations Management Plan”** means all policies, procedures and manuals adopted and used by the Operator or by a member of the Consortium, as appropriate depending on the Affordable Housing Unit, for the operation and management of the Affordable Housing Units, including without limitation, resident eligibility criteria and waiting lists, application procedures and guidelines, tenancy agreements and addenda, tenant regulations and manuals and tenant’s insurance requirements for each member of the Consortium;
- (dd) **“Operator”** means the party described on page 1 of this Agreement as the Operator and any subsequent leasehold tenant of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a leasehold tenant of an Affordable Housing Unit from time to time, but excludes a Tenant;
- (ee) **“Permitted Rents”** means the rents set out for each member of the Consortium in Appendix A hereto, provided that the rents set out in Appendix A may be increased once per year in accordance with any positive change in CPI between the date on which a final building permit granting occupancy is issued for all of the residential Strata Lots on the Lands and the month in which the rent is being increased, but provided always that:
  - (i) 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*;
  - (ii) the highest Permitted Rents for each of the studio and one bedroom Affordable Housing Units on the Lands for each member of the Consortium, plus the amount of the Excess Charges, if any, charged in respect of such unit shall not exceed the amount established from time to time in the City’s Affordable Housing Strategy as the maximum rent for affordable studio low end of market rental housing, being on the reference date of this Agreement \$850 per month (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time);
  - (iii) the highest Permitted Rents for each of the two bedroom and three bedroom Affordable Housing Units on the Lands for each member of the Consortium, plus the amount of the Excess Charges, if any, charged in respect of such unit shall not exceed \$75 per month less than the amount established from time to time in the City’s Affordable Housing Strategy as

the maximum rent for affordable three bedroom low end of market rental housing, being on the reference date of this Agreement \$1,437 per month (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time); and

- (iv) the rents may be further increased with the approval of the City to cover unexpected increases in operating, maintenance and servicing costs.

In the absence of obvious error or mistake, any calculation by the City of the Permitted Rents in any particular year shall be final and conclusive;

- (ff) **“Related Agreements”** means the Housing Covenant, the Ground Lease, the Strata Lot Leases, the Operating Agreements, the Co-owner’s Agreement and the Operations Management Plan, as such agreements may be amended from time to time, together with any other agreements that may be entered into between the City and any member of the Consortium with respect to the Lands or the affordable housing project located thereon;
- (gg) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (hh) **“Strata Corporation”** means the corporation created by the provisions of the *Strata Property Act* upon the deposit in the LTO of the leasehold strata plan pertaining to the Lands;
- (ii) **“Strata Lot”** means a strata lot, whether residential or non-residential, created by the deposit in the LTO of the leasehold strata plan pertaining to the Lands;
- (jj) **“Strata Lot Leases”** means the leases for the various Strata Lots among the City, as landlord, the Operator, as tenant, the Commission and the Provincial Rental Housing Corporation arising from the conversion of the Ground Lease pursuant to Section 203(1) of the *Strata Property Act* upon deposit in the LTO of the leasehold strata plan pertaining to the Lands, as assigned and assumed by the other members of the Consortium and the Strata Corporation, as may be amended from time to time;
- (kk) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, Ch. 43, and amendments thereto, including without limitation, the *Strata Property Amendment Act*, S.B.C. 1999, Ch. 21, together with all regulations passed from time to time pursuant thereto, or, any successor legislation in effect from time to time;
- (ll) **“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, including without limitation subdivision of the Lands by way of a leasehold strata plan under Part 12 of the *Strata Property Act*;

- (mm) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (nn) **“Tenant”** means an Eligible Occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (oo) **“Zoning Bylaw”** means the City of Richmond Zoning Bylaw No. 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) except as otherwise expressly set out, where any provision in this Agreement provides for any approval, consent, or agreement of any party to this Agreement, with respect to any matter:
  - (i) it must be obtained prior to any action being taken thereon;
  - (ii) it must be requested and responded to in writing; and
  - (iii) it must not be unreasonably delayed or withheld, except if this Agreement otherwise expressly stipulates or if the City is acting in its capacity as regulator in which case the discretion, rights, duties and powers of the City or the Council of the City under any enactment or at common law cannot be fettered or limited in any way;
- (b) if the singular, masculine, or neuter is used, the same will be deemed to include reference to the plural, feminine, or body corporate according to the context in which it is used. The words "herein", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular part, section or subsection hereof;
- (c) the division into articles and the insertion of headings are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any provision. In all cases, the language in this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any party. 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) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;

- (g) time will be of the essence. If any party expressly or impliedly waives the requirement that time will be of the essence, that party may re-instate that requirement by delivering notice to any other party who is affected. If a time is specified in this Agreement for observing or performing any obligation, such time will be the then local Vancouver, British Columbia time;
  - (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 Occupant, 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) the word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- 1.3 The obligations of the Operator to the City in this Agreement are in addition to and not in substitution of the obligations of the Operator to the City set out in the Related Agreements. In the event that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Related Agreements, the terms and conditions of this Agreement shall, so far as is necessary to resolve such conflict, prevail.

## **ARTICLE 2**

### **USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

- 2.1 The Operator agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Occupant. An Affordable Housing Unit must not be occupied by the Operator, the directors or family members of the directors of the Operator or other members of the Consortium (unless such directors or family members qualify as Eligible Occupants), or any tenant or guest of the Operator, other than an Eligible Occupant. For the purpose 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 Occupant.
- 2.2 Within 30 days after receiving notice from the City, the Operator 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 Appendix B, sworn by the Operator, containing all of the

information required to complete the statutory declaration. The City may request such statutory declaration in respect of each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Operator may have already provided such statutory declaration in the particular calendar year, the City may request and the Operator shall provide to the City such further statutory declarations as requested by the City in respect of an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Operator is in breach of any of its obligations under this Agreement.

- 2.3 The City acknowledges having approved the Operations Management Plan, and the Operator agrees that it, and each member of the Consortium, will not amend or revise the Operations Management Plan without the approval of the City.
- 2.4 The Operator hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Operator is complying with this Agreement.

### **ARTICLE 3**

#### **MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Operator will operate and manage each Affordable Housing Unit and the Strata Lots in accordance with the Affordable Housing Strategy, Guidelines and Related Agreements, unless otherwise agreed to by the Operator, the Director of Development and the Manager, Community Social Development.
- 3.2 The Operator will, or will include a clause in each Tenancy Agreement requiring the Tenant to, repair and maintain the Affordable Housing Unit in good order and condition, excepting reasonable wear and tear.
- 3.3 The Operator will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.4 Upon the creation of the Strata Corporation, each member of the Consortium will deliver to the City, and will cause the Strata Corporation to deliver to the City, at the City's election, either:
  - (a) an assumption agreement which will be binding and enforceable by the City against the Strata Corporation and that member of the Consortium whereby the Strata Corporation and that member of the Consortium will agree to assume and be bound by the Operator's obligations under this Agreement with respect to the Strata Lot(s) in which that Consortium member has a leasehold interest; or
  - (b) a new housing agreement pursuant to section 905 of the *Local Government Act* with respect to the Strata Lot(s) in which that Consortium member has a leasehold interest, in the same form as this Agreement except with respect to the description of the Lands or as otherwise agreed by the parties;



together with a priority agreement from all prior charge holders granting this Agreement as assumed or the new housing agreement, as applicable, priority over such charges and any other agreements or documents as may be reasonably required by the City, all in a form prepared or approved by the City. If the City elects to require new housing agreements from each member of the Consortium pursuant to Section 3.4(b), upon final registration in the LTO of new housing agreements for every Strata Lot, all priority agreements required by the City and any other documents as may be reasonably required by the City, the City will, at the request of the Consortium members, execute a discharge of this Agreement in registrable form for submission to the LTO. The costs of preparing and registering such discharge will be borne solely by the members of the Consortium.

3.5 The Operator must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Occupant 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 Rents applicable to that size of Affordable Housing Unit;
- (c) the Operator will allow the Tenant and any other permitted occupant of an Affordable Housing Unit to have full access to and unlimited use and enjoyment of all common property, the limited common property designated for the use of the Strata Lot of which that Affordable Housing Unit is a part, or other common areas, facilities or amenities of the Strata Corporation, including without limitation parking facilities, all in accordance with the Zoning Bylaw and the bylaws and regulations of the Strata Corporation, provided that such bylaws and regulations of the Strata Corporation do not unreasonably restrict the Tenant or any permitted occupant's access to and use of such properties, areas, facilities and amenities;
- (d) the Operator will not require the Tenant or any other permitted occupant of an Affordable Housing Unit to pay any 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 of the Strata Corporation, including without limitation parking facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Operator may charge the Tenant the Operator's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Operator will make available at its main business office in the Lower Mainland a copy of this Agreement for review by the Tenant during normal business hours;

- (f) the Operator will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Operator will include in the Tenancy Agreement a clause entitling the Operator to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Occupant;
  - (ii) the annual income of an Eligible Occupant rises above the applicable maximum amount specified in section 1.1(m) or section 1.1(n) 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 60 days 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 breach, the Operator hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(m) or section 1.1(n), as applicable, of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Operator provided the notice of termination to the Tenant. The Operator acknowledges and agrees that no compensation is payable, and the Operator is not entitled to and will not claim any compensation from the City, for any payments that the Operator may be required to pay to the Tenant under the *Residential Tenancy Act*, whether or not such payments relate directly or indirectly to the operation of this Agreement;

- (h) 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
- (i) the Operator will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

- 3.6 If the Operator has terminated the Tenancy Agreement, then the Operator shall use best 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 AND REPLACEMENT OF AFFORDABLE HOUSING UNIT**

- 4.1 The Operator will not demolish an Affordable Housing Unit other than in accordance with the provisions of the Ground Lease and the Strata Lot Leases, as applicable. The Operator will use and occupy any replacement residential Strata Lot in compliance with this Agreement and the Related Agreements and all such agreements will apply to any replacement residential Strata Lot to the same extent and in the same manner as those agreements apply to the original Strata Lot, and the residential Strata Lot must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

#### **ARTICLE 5**

#### **STRATA CORPORATION BYLAWS**

- 5.1 Any bylaw of the Strata Corporation which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.2 The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.3 The Strata Corporation shall not pass any bylaw or approve any levies which would result in only the Operator or the Tenant or any other permitted occupant of an Affordable Housing Unit paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the Strata Corporation, including without limitation any charges or fees for the use of the parking facilities, notwithstanding that the Strata Corporation may levy such charges or fees on the non-residential Strata Lots or their occupants or visitors.
- 5.4 The Strata Corporation shall not pass any bylaw or make any rule which would restrict the Operator or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, the limited common property designated for the use of the Strata Lot of which that Affordable Housing Unit is a part or other common areas, facilities or amenities of the Strata Corporation, including without limitation the parking facilities, except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the Strata Corporation by all the owners, tenants, or any other permitted occupants of the Affordable Housing Units.
- 5.5 Notwithstanding Sections 5.3 and 5.4, the Strata Corporation may pass bylaws and approve levies which result in the leasehold owners or other permitted occupants of the non-residential Strata Lots paying charges or fees for the use of the common property, limited common property or other common areas, facilities or amenities of the Strata Corporation,

including without limitation the parking facilities, that are not also paid by the Operator, the Tenant or any other occupant of an Affordable Housing Unit. The Strata Corporation may also pass bylaws or make rules that restrict the leasehold owners or other permitted occupants of the non-residential Strata Lots from using or enjoying any common property, limited common property or other common areas, facilities or amenities of the Strata Corporation that are specific to or designated for the Affordable Housing Units.

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Operator agrees that, in addition to any other remedies available to the City under this Agreement, the Related Agreements 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 Rents or the Operator is otherwise in breach of any of its obligations under this Agreement, the Operator will pay the Daily Amount to the City for every day that the breach continues after thirty (30) days written notice from the City to the Operator stating the particulars of the breach. For greater certainty, the Operator will not be required to pay the Daily Amount to the City with respect to any breach of this Agreement until any applicable cure period set out in this Agreement has expired. The Daily Amount is due and payable thirty (30) business days following receipt by the Operator of an invoice from the City for the same, and such invoice will be given and deemed received in accordance with Section 8.10 [*Notice*] of this Agreement.
- 6.2 The Operator and the Strata Corporation each acknowledge and agree that a default by the Operator or the Strata Corporation of any of its promises, covenants, representations or warranties set-out in any of the Related Agreements shall also constitute a default under this Agreement, but that the Operator will not be required to pay the Daily Amount pursuant to Section 6.1 for breach of one or more of the Related Agreements.

## **ARTICLE 7 DISPUTE RESOLUTION**

- 7.1 Any dispute between the parties in connection with this Agreement may be submitted to arbitration and such arbitration will be in accordance with the procedure set out in this 7.1 and the provisions of the *Arbitration Act* of British Columbia as may be amended or replaced from time to time:
- (a) all arbitration proceedings conducted pursuant to this Agreement will be conducted in Richmond, British Columbia;
  - (b) any arbitration award will be in writing and will contain the reasons for the award as well as a decision regarding payment of costs by the parties to the arbitration;
  - (c) within 15 days from the date on which one party notifies the other, or others as the case may be, of an intention to arbitrate the dispute, the matter will be referred to a single arbitrator with expertise in the matter being arbitrated;

- (d) if the parties to the dispute cannot agree upon a single arbitrator within the 15 days from the date on which one party notifies the other, or others as the case may be, of an intention to arbitrate the dispute, then any party to the dispute may apply to the Supreme Court of British Columbia to have it select an arbitrator;
  - (e) the arbitrator appointed by the parties to the dispute, or the Court, as the case may be, will hand down a decision within 30 days after that arbitrator is appointed;
  - (f) if that arbitrator does not hand down a decision within that 30 day period, then any party to the dispute may, by giving notice to the other, cancel the appointment of the arbitrator, and initiate new arbitration proceedings by a new request and appointment; and
  - (g) each party will bear its own expense of preparing and presenting its case to the arbitrator, irrespective of whether any such expense was incurred or contracted for prior to the commencement of the arbitration process, including the expenses of appraisals, witnesses and legal representation. The fees of the arbitrator will be paid as determined by the arbitrator.
- 7.2 The arbitrator will not have the power to grant provisional or conservatory measures including injunctions, restraining orders and specific performance, and each party reserves its rights to apply for such remedies to any ordinary court of competent jurisdiction, in which case such party may apply directly to such court without complying with Article 7.
- 7.3 The arbitration conducted pursuant to this Agreement will not, unless otherwise agreed by the parties, be binding on the parties thereto, and notwithstanding Article 7, at any time before, during or after the conclusion of the arbitration any party to the dispute may elect to have the dispute submitted to a court of competent jurisdiction.

## **ARTICLE 8 MISCELLANEOUS**

### **8.1 Housing Agreement**

The Operator acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate Strata Lot or part of a separate Strata Lot, the City may file notice of this Agreement in the LTO against the Operator's leasehold interest in the Strata Lot and may note this Agreement on the index of the common property of the Strata Corporation stored in the LTO as well;

- (c) where the Lands have not yet been Subdivided to create the separate legal parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the Operator's leasehold interest in the Lands. 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 Strata Lots which contain the Affordable Housing Units, and the City Solicitor shall without further City Council approval, authorization or bylaw, at the request and expense of the Operator, partially discharge this Agreement accordingly. The Operator acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect in perpetuity and, but for the partial discharge, otherwise unamended. Further, the Operator acknowledges and agrees that this Agreement shall remain noted on the Strata Corporation's common property sheet in perpetuity in addition to against the leasehold interest in those residential Strata Lots created upon the Subdivision of the Lands;
- (d) this Agreement secures 129 Affordable Housing Units comprising 85 studio units, 32 one bedroom units, 4 two bedroom units and 8 three bedroom units together with non-residential spaces to complement the social programing and use of the Affordable Housing Units; and
- (e) subject to the terms and conditions of this Agreement, this Agreement shall apply in perpetuity.

## 8.2 **Modification**

Subject to section 8.1 of this Agreement, this Agreement may not be modified or amended except by a bylaw duly passed by the Council of the City and an instrument in writing of equal formality herewith executed by all of the parties hereto or by their successors or permitted assigns. This Agreement will not be modified or amended so as to conflict with the Operating Agreements without the consent of the Commission.

## 8.3 **Management**

The Operator covenants and agrees that it will, at its cost, furnish good and efficient management of the Affordable Housing Units in accordance with the terms of the Related Agreements. Notwithstanding the foregoing, the Operator acknowledges and agrees that the City, in its absolute discretion, may require the Operator, at the Operator's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

## 8.4 **Indemnity**

Unless resulting from the negligence or willful acts of the City or its elected officials, officers, directors, employees, agents or contractors, the Operator shall indemnify and save harmless the Indemnified Parties from and against all losses, judgments, builder's liens, damages, costs (including, without limitation, legal costs and defence costs on a solicitor and own client basis), expenses, liabilities, actions, proceedings, suits, debts,

accounts, claims and demands, including any and all claims of third parties, which the Indemnified Parties may suffer or incur or be put to, arising out of or in connection with:

- (a) this Agreement;
- (b) the License Agreement dated for reference November 1, 2013 between the City and Turning Point Housing Society;
- (c) the occupation and use of the Lands, including the Affordable Housing Units, by the Operator or any officers, directors, employees, agents, contractors, subcontractors, permittees or invitees of the Operator, any Eligible Occupant or any other person; including any injury or death to any person, or damage to or loss of any property owned by any person, occurring in or on lands adjacent to the Lands relating to or arising from such occupation and use of the Lands;
- (d) injury or death to any person or damage to or loss of any property owned by any person occurring in or about the Lands, including the Affordable Housing Units, or relating to or arising from the occupation or use of the Lands (including claims under the *Occupier's Liability Act*) by the Operator or any of its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees or any of their machinery, tools, equipment and vehicles;
- (e) any breach of this Agreement on the part of the Operator or its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees;
- (f) the Indemnified Parties:
  - (i) reviewing, accepting or approving any documents submitted to the City hereunder;
  - (ii) withholding any permission or any building permits, development permits, occupancy permits, or subdivision approvals in relation to the Lands;
  - (iii) performing any work in accordance with the terms of this Agreement or requiring the Operator to perform any work pursuant to this Agreement;
  - (iv) exercising discretion for any matter relating to this Agreement;
  - (v) exercising any rights under this Agreement or an enactment;
- (g) any act done or neglect caused by the Operator or its respective officers, directors, employees, agents, contractors, subcontractors, permittees or invitees during the term of this Agreement in relation to anything occurring on the Lands, or on or in the improvements thereon, or in regard to any machinery, equipment or other property of any nature whatsoever thereon or therein; and/or

- (h) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Units or the enforcement of any Tenancy Agreement.

This indemnity is an integral part of this Agreement.

## 8.5 Release

Unless resulting from the negligence or willful acts of the City or its elected officials, officers, directors, employees, agents or contractors, the Operator hereby releases and forever discharges the Indemnified Parties from any and all losses, judgments, builder's liens, damages, costs (including, without limitation, legal costs and defence costs on a solicitor and own client basis), expenses, liabilities, actions, proceedings, suits, debts, accounts, claims and demands, including any and all claims of third parties, which the Operator or its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees may have against the Indemnified Parties arising out of or in connection with:

- (a) this Agreement;
- (b) the License Agreement dated for reference November 1, 2013 between the City and Turning Point Housing Society;
- (c) the occupation and use of the Lands, including the Affordable Housing Units, by the Operator or any officers, directors, employees, agents, contractors, subcontractors, permittees or invitees of the Operator, any Eligible Occupant or any other person; including any injury or death to any person, or damage to or loss of any property owned by any person, occurring in or on lands adjacent to the Lands relating to or arising from such occupation and use of the Lands;
- (d) injury or death to any person or damage to or loss of any property owned by any person occurring in or about the Lands, including the Affordable Housing Units, or relating to or arising from the occupation or use of the Lands (including claims under the *Occupier's Liability Act*) by the Operator or any of its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees or any of their machinery, tools, equipment and vehicles;
- (e) any breach of this Agreement on the part of the Operator or its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees;
- (f) the Indemnified Parties:
  - (i) reviewing, accepting or approving any documents submitted to the City hereunder;
  - (ii) withholding any permission or any building permits, development permits, occupancy permits, or subdivision approvals in relation to the Lands;



- (iii) performing any work in accordance with the terms of this Agreement or requiring the Operator to perform any work pursuant to this Agreement;
- (iv) exercising discretion for any matter relating to this Agreement;
- (v) exercising any rights under this Agreement or an enactment;
- (g) any act done or neglect caused by the Operator or its respective officers, directors, employees, agents, contractors, subcontractors, permittees or invitees during the term of this Agreement in relation to anything occurring on the Lands, or on or in the improvements thereon, or in regard to any machinery, equipment or other property of any nature whatsoever thereon or therein; and/or
- (h) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Units or the enforcement of any Tenancy Agreement.

#### **8.6 Survival**

The obligations of the Operator set out in this Agreement will survive the termination or discharge of this Agreement, including without limitation the obligation of the Operator to indemnify, save harmless and release the Indemnified Parties under the provisions of this Agreement which will apply and continue notwithstanding the termination of this Agreement or breach of this Agreement by the City, anything in this Agreement to the contrary notwithstanding.

#### **8.7 Priority**

The Operator will do everything necessary, at the Operator's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against the Operator's leasehold interest in 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 905(5) of the *Local Government Act* will be filed on the title to the Lands.

#### **8.8 City's Powers Unaffected**

This Agreement does not:

- (a) affect, fetter or limit the discretion, rights, duties or powers of the City or the Council 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 Operator from complying with any enactment, including in relation to the use or subdivision of the Lands.

#### 8.9 Agreement for Benefit of City Only

The Operator 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 Operator, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building thereon or any portion thereof, including any Affordable Housing Unit; and
- (c) the City shall have no liability to any person for the release or discharge of this Agreement.

#### 8.10 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 Operator 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.

#### 8.11 Notice

All notices, demands or requests of any kind which a party may be required or permitted to serve on another party in connection with this Agreement, must be given in writing and shall be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed by prepaid registered mail or by fax or sent by e-mail to the applicable address as follows:

- (a) to the City:

City of Richmond  
6911 No. 3 Road  
Richmond BC V6Y 2C1  
Attention: City Clerk  
Fax: (604) 276-5139

with a copy to the Manager, Community Social Development:

City of Richmond

6911 No. 3 Road  
Richmond BC V6Y 2C1  
Attention: Manager, Community Social Development  
Fax: (604) 276-4132

and the City Solicitor

City of Richmond  
6911 No. 3 Road  
Richmond BC V6Y 2C1  
Attention: City Solicitor  
Fax: (604) 276-5139

- (b) to the Operator, to the address as set out on the leasehold interest for the Lands:

Turning Point Housing Society  
10411 Odlin Road, Richmond, BC V6X 1E3  
Attention: Executive Director  
Fax: (604) \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to James B. Myers Law Corporation:

619 - 610 Granville Street, Vancouver, BC V6C 3T3  
Attention: James B. Myers  
Fax No: 604-682-2348  
Email: jbmyers@telus.cet

or to any other address, fax number or individual that the party designates. Any party may, from time to time, give notice to the other party of any change of address, fax number or e-mail address.

Any notice, demand or request which is validly:

- (c) delivered on a Business Day will be deemed to have been given on that Business Day;
- (d) delivered on a day that is not a Business Day will be deemed to have been given on the next Business Day;
- (e) sent by prepaid registered mail will be deemed to have been given on the third Business Day after the date of mailing, except in the case of postal disruption;
- (f) sent by e-mail will be deemed to have been given only upon confirmation of receipt by the recipient; and

- (g) transmitted by fax on a Business Day:
  - (i) and for which the sending party has received confirmation of transmission before 3:00 p.m. (local time at the place of receipt) on that Business Day, will be deemed to have been given on that Business Day,
  - (ii) and for which the sending party has received confirmation of transmission after 3:00 p.m. (local time at the place of receipt) on that Business Day, will be deemed to have been given on the next Business Day, and
  - (iii) transmitted by fax on a day that is not a Business Day, will be deemed to have been given on the next Business Day.

If a notice, demand or request has been validly sent by prepaid registered mail and before the third Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the notice, demand or request cannot reasonably be expected to be delivered within three Business Days after the mailing, the notice, demand or request will be deemed to have been given when it is actually received.

#### **8.12 Enuring Effect**

Except as otherwise herein expressly set out, the provisions of this Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

#### **8.13 Severability**

If any provision contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein and such other provisions will be enforceable to the fullest extent permitted by law.

#### **8.14 Waiver**

No consent or waiver, expressed or implied, by a party of any default by another party in observing or performing its obligations under this Agreement will be deemed or construed to be a consent or waiver of any other default. Failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this Agreement or at law or at equity.

#### **8.15 Further Assurance**

Upon request by the City the Operator 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.

#### 8.16 **Covenant Runs with the Lands**

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

#### 8.17 **Limitation on Operator's Obligations**

The Operator is only liable for breaches of this Agreement that occur while the Operator is the registered owner of a leasehold interest in the Lands provided however that notwithstanding that the Operator is no longer the registered owner of a leasehold interest in the Lands, the Operator will remain liable for breaches of this Agreement that occurred while the Operator was the registered owner of a leasehold interest in the Lands. Notwithstanding the foregoing, if Turning Point Housing Society assigns this Agreement to the other members of the Consortium pursuant to Section 3.4(a), Turning Point Housing Society will be released of liability for breaches of this Agreement that pertain to Strata Lots in which other members of the Consortium have assumed a leasehold interest and that occur after such assignment, and Turning Point Housing Society's liability for breaches that occur after such assignments will be limited to breaches relating to Strata Lot(s) in which Turning Point Housing Society continues to maintain a leasehold interest.

#### 8.18 **Equitable Remedies**

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement.

#### 8.19 **No Joint Venture**

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

#### 8.20 **Applicable Law**

This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

#### 8.21 **Deed and Contract**

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

**8.22 Joint and Several**

If two or more individuals, corporations, partnerships, societies or other business associations comprise the Operator, then the liability of each individual, corporation, partnership, society or other business association to perform all obligations of the Operator under this Agreement is joint and several. If the Operator is a partnership or other business association the members of which are by virtue of statute or general law subject to personal liability, the liability of each member is joint and several. For greater certainty, the members of the Consortium are not jointly and severally liable for the covenants, agreements and obligations of the other members of the Consortium unless they have a joint leasehold interest in a Strata Lot.

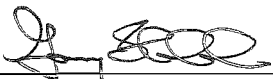
**8.23 Counterparts/Fax.**


This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted by fax or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

**TURNING POINT HOUSING SOCIETY**

by its authorized signatory(ies):

Per:   
Name: Gary Schubak, Director

Per:   
Name: Marc Strongman, Director

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. 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

**ACKNOWLEDGED AND AGREED TO** as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name:

Per: \_\_\_\_\_  
Name:

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

by its authorized signatory(ies):

Per:           *Q Choo*           *CEO*  
Name:

Per: \_\_\_\_\_  
Name:

**COAST FOUNDATION SOCIETY (1974)**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name:

Per: \_\_\_\_\_  
Name:

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name:

Per: \_\_\_\_\_  
Name:

**ACKNOWLEDGED AND AGREED TO** as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**COAST FOUNDATION SOCIETY (1974)**


by its authorized signatory(ies):

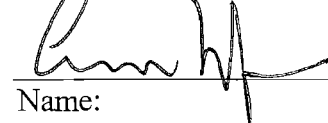
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

Per:  \_\_\_\_\_  
Name: \_\_\_\_\_

Per:  \_\_\_\_\_  
Name: \_\_\_\_\_



**ACKNOWLEDGED AND AGREED TO** as of this \_\_\_ day of \_\_\_\_\_, 20\_\_

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

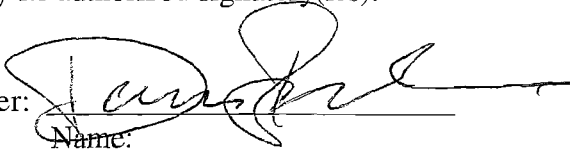
by its authorized signatory(ies):

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**COAST FOUNDATION SOCIETY (1974)**

by its authorized signatory(ies):

Per:   
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

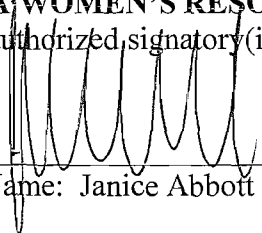
Per: \_\_\_\_\_  
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO** as of this 12 day of May, 2015

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

Per:  \_\_\_\_\_

Name: Janice Abbott

Per: \_\_\_\_\_

Name: \_\_\_\_\_

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

by its authorized signatory(ies):

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

**COAST FOUNDATION SOCIETY (1974)**

by its authorized signatory(ies):

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

Per: \_\_\_\_\_

Name: \_\_\_\_\_

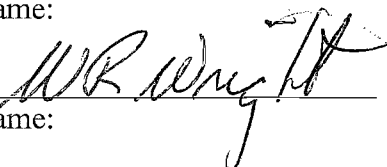
Per: \_\_\_\_\_

Name: \_\_\_\_\_

**PATHWAYS CLUBHOUSE SOCIETY  
OF RICHMOND**

by its authorized signatory(ies):

Per:   
Name:

Per:   
Name:

## Appendix A to Housing Agreement

### PERMITTED RENTS

#### Atira Women's Resource Society

Level	Unit Type	Number of Units	Rent Range
Level 3 and 12	Studio	13	\$575-\$850
Level 12	1 Bedroom	3	\$640-\$850
	2 Bedroom	N/A	N/A
Level 12	3 Bedroom	2	\$835-\$1,375

#### Coast Foundation Society (1974)

Level	Unit Type	Number of Units	Rent Range
Level 7, 8, 9, and 10	Studio	28	\$605-\$850
Level 7, 8, 9, and 10	1 Bedroom	10	\$660-\$850
	2 Bedroom	N/A	N/A
	3 Bedroom	N/A	N/A

#### S.U.C.C.E.S.S. (Also Known as United Chinese Community Enrichment Services Society)

Level	Unit Type	Number of Units	Rent Range
Level 4, 5, and 6	Studio	38	\$850-\$850
Level 4, 5 and 6	1 Bedroom	15	\$850-\$850
	2 Bedroom	N/A	N/A
	3 Bedroom	N/A	N/A

#### Tikva Housing Society

Level	Unit Type	Number of Units	Rent Range
	Studio	N/A	N/A
	1 Bedroom	N/A	N/A
Level 13 and 14	2 Bedroom	4	\$510-\$1,375
Level 13 and 14	3 Bedroom	6	\$595-\$1,375

#### Turning Point Housing Society

Level	Unit Type	Number of Units	Rent Range
Level 11	Studio	6	\$555-\$850
Level 11	1 Bedroom	4	\$580-\$850
	2 Bedroom	N/A	N/A
	3 Bedroom	N/A	N/A

**Appendix B to Housing Agreement**

**STATUTORY DECLARATION**

<b>CANADA</b>	)	<b>IN THE MATTER OF A</b>
	)	<b>HOUSING AGREEMENT WITH</b>
<b>PROVINCE OF BRITISH COLUMBIA</b>	)	<b>THE CITY OF RICHMOND</b>
	)	<b>("Housing Agreement")</b>

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.

2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit, and all capitalized terms not otherwise defined herein have the meaning ascribed to them in the Housing Agreement.

3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Unit was occupied as a permanent residence only by the Eligible Occupant whose name(s), age(s) and current address(es) and whose employer's name(s) and current address(es) appear below:

*[Names, ages, addresses and phone numbers of all people comprising the Eligible Occupant and name(s) and address(es) of current employer(s)]*

4. The rent charged each month for the Affordable Housing Unit is as follows:

(a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ \_\_\_\_\_ per month;

(b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and

(c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ \_\_\_\_\_.

5. Attached hereto as Schedule A is a true copy of the most recent:

a) application form for Eligible Occupants;

b) Operations Management Plan;

- c) minutes of the most recent AGM of the Strata Corporation;
- d) joint operations management board report, containing updates on operation, maintenance, joint management responsibilities and tenant programming; and
- e) engineer's inspection report of the buildings on the Lands;

together with any revisions or updates thereto and the date such revisions or updates, if any, were adopted by the Operator's board of directors.

6. Attached hereto as Schedule B is evidence of the current income of the Eligible Occupant, occupying the Affordable Housing Unit in a form satisfactory to the City.
7. I acknowledge and agree to comply with the Operator's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Operator has complied with the Operator's obligations under the Housing Agreement.
8. 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 pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of \_\_\_\_\_ )  
 \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ )  
 \_\_\_\_\_, 20\_\_\_\_. )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 A Commissioner for Taking Affidavits in the Province of British Columbia )

\_\_\_\_\_  
 DECLARANT