



Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548

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:

P.I.D. 002-379-953
Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

- 2. This Bylaw is cited as "Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548".

FIRST READING

JUN 24 2024

SECOND READING

JUN 24 2024

THIRD READING

JUN 24 2024

ADOPTED

Approval stamp: CITY OF RICHMOND, APPROVED for content by originating dept., APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER

Bylaw 10548

Schedule A

To **Housing Agreement (Affordable Housing)**
(6071 Azure Rd) Bylaw No. 10548

HOUSING AGREEMENT BETWEEN
SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference 6th day of May, 2024,

BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, BC V7A 5E2

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. 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; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

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

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 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;

Affordable Housing Agreement (Section 483 *Local Government Act*)
6071 Azure Road
Application No. RZ 21-931122
Condition No. 11
V.3

- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“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;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (i) **“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;
- (j) **“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;
- (k) **“Development”** means the residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential

dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;

- (n) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
- (a) in respect to a studio unit, \$34,650.00 or less;
 - (b) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (c) in respect to a two-bedroom unit, \$46,800.00 or less;
 - (d) in respect to a three-bedroom unit, \$58,050.00 or less; or
 - (e) in respect of a four (or more) bedroom unit, \$61,650.00 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 set-out above 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;

- (o) **“Family”** means:
- (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (p) **“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;
- (q) **“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;
- (r) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) **“Lands”** means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (u) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) **“LTO”** means the New Westminster Land Title Office or its successor;
- (w) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s Building Regulation Bylaw 7230, as may be amended or replaced;
- (x) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (y) **“Owner”** means the party described on page 1 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 owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (aa) **“Permitted Rent”** means no greater than:
 - (i) \$811.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit;
 - (iv) \$1,480.00 (exclusive of GST) a month for a three-bedroom unit; and
 - (v) \$1,541.00 (exclusive of GST) a month for a four (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 up until the year in which an Occupancy Certificate is issued for the applicable Building. Commencing January 1st of the year following the year in which the Occupancy Certificate issued by the City for such Building, 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*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-

profit housing society) or any change in Tenant. 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 set-out above 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;

- (bb) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (cc) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ee) “**Returning Tenant**” means a Tenant identified in the Tenant Relocation Plan who has either elected to return to reside in one of the Affordable Housing Units or who has been selected by VCH to reside in one of the Affordable Housing Units pursuant to the Tenant Relocation Covenant;
- (ff) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (gg) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (hh) “**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*;
- (ii) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (jj) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement;
- (kk) “**Tenant Relocation Covenant**” means the Section 219 Covenant granted by the Owner to the City and registered against title to the Lands concurrently with this Agreement for the purposes of, *inter alia*, ensuring the Owner’s adherence to the Tenant Relocation Plan;
- (ll) “**Tenant Relocation Plan**” means the Owner’s final Tenant Relocation Plan dated July 20, 2022, a copy of which is attached as Schedule “A” to the Tenant Relocation Covenant;
- (mm) “**VCH**” means Vancouver Coastal Health; and

- (nn) **“VCH Supported Tenant”** means a person identified in writing by the Director of Operations of VCH as client of VCH and who has been selected by VCH to reside in one of the Affordable Housing Units, and includes any person who takes an assignment or sublease of a VCH Supported Tenant’s Tenancy Agreement.

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, Returning 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;
- (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”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant or a Returning Tenant. 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 Returning Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant or Returning 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 or Returning 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 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenity and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
 - (ii) at its costs, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all Common Amenity and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in

- accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
- (ii) 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 Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Affordable Housing Units and the Building(s) in which the Affordable Housing Units are situated have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant, an Eligible Tenant or Returning Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units 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 than all of the Affordable Housing Units;

- (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this Section 3.3; and
- (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

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

- (a) includes the following provision:

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

- (i) subject to Section 3.5 below, a statement of the total, gross annual income once per calendar year from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
- (ii) the number of occupants of the Affordable Housing Unit;
- (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
- (iv) the number of occupants of the Affordable Housing Unit who are Seniors.”;

- (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 and the City acknowledge and agree that the information set out in Section 3.4(a)(i) will not be collected from a Returning Tenant.

3.6 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.

3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant or a Returning 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 Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, 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;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax,

provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
 - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
 - (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner 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 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 or Returning Tenant, as applicable;
 - (ii) the annual income of an Eligible Tenant (for certainty, excluding a Returning Tenant) rises above the applicable maximum amount specified in Section 1.1(o)(i) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City 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 (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) subject to Section 3.8, 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 Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(n) "Eligible Tenant" 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 3.7(g)(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;

- (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 Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.8 The Owner acknowledges and agrees that notwithstanding Section 3.7(g)(v), a Returning Tenant that is a VCH Supported Tenant may assign their Tenancy Agreement in part should the VCH Supported Tenant be replaced by another VCH Supported Tenant, as confirmed by VCH.
- 3.9 If the Owner has terminated the Tenancy Agreement, then the Owner 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.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

- 3.11 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

**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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that 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, as applicable, 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 strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No 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 Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.7(d).

- 5.5 No 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 contrary to Section 3.7(d). Notwithstanding the foregoing, the 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.
- 5.6 The strata corporation shall not 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 any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by 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.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from 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, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 Notwithstanding Section 6.1:
- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
 - (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and

- (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

- 6.3 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 shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 **Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) 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
- (c) 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, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the Form C (Release) and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

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 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units 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 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, at no cost or charge to the Tenant.

If applicable, the Owner further covenants and agrees that it will vote:

- (a) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation; and
- (b) as the owner of the air space parcel or remainder parcel containing the Affordable Housing Units at any applicable meetings of the owners of the other Subdivided parcels of the Lands or part thereof,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Affordable Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, and/or the Parking Operator, as applicable.

Notwithstanding the foregoing, 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.

7.5 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's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (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; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 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's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner set out in this Agreement, including but not limited to Sections 7.5 and 7.6 above, will survive termination or discharge of this Agreement.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 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 the 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.

7.11 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.

7.12 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

Copy 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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.

7.23 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, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands or parts thereof.

7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[The Remainder of This Page is Intentionally Blank]

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

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745) by its authorized signatory(ies):

Per: 
Name: Yi Wei Xuan

Per: _____
Name: _____

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:
) IN THE MATTER OF Unit Nos. _____ - _____
) (collectively, the "Affordable Housing Units") located
) at
) _____,
) (street address), British Columbia, and Housing
) Agreement dated _____, 20____ (the
) "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 and information as of the ___ day of _____, 20___;
3. Continuously since the last Statutory Declaration process:
a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants or Returning 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. I 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____) _____
) (*Signature of Declarant*)
) Name:
_____)
A Notary Public and a Commissioner for taking)
Affidavits in and for the Province of British)
Columbia)

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

Appendix A to Statutory Declaration

| APPENDIX A | | | | | | | | | | | | | | | | | | |
|------------------------------|--------|-------------------------|---------------------|--------------------------------|--|---|--------------------------|--|------------------------------------|------------------------------------|--|-------------------------------------|------------------------------------|-----------------|--------------|--------------|--------------------|-------------------|
| Building Name: | | Building Address: | | Property Manager Name: | | Property Manager Phone Number: | | Fees Collected (For any fees charged, provide details and explanation regarding the fees to this City together with the Statutory Declaration) | | | | | | | | | | |
| Property Management Company: | | Property Manager Email: | | Unit and Household Information | | Income and Rent | | | | | Income Verification Received (Yes/No) | | | | | | | |
| Row # | Unit # | Unit Type | Number of Occupants | Related to Owner (Yes/No) | Number of Occupants 18 years and Under | Number of Occupants Who are Persons as defined in Housing Agreement | Starting Year of Tenancy | Before-tax Income of Occupants 18 years & Over (Provide one response per occupant) | | | Contained Before-tax Income of Occupants 18 years & Over | | | Rent (\$/Month) | Parking Fees | Storage Fees | Amenity Usage Fees | Other Tenant Fees |
| | | | | | | | | 3-Years Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | 3-Years Prior to Year of Stat. Dec. | 2-Years Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | | | | | |
| 0 | 101 | 3 BR | 4 | No | | 1 | 2022 | \$24,026 | \$28,005 | \$31,049 | \$43,020 | \$54,568 | \$61,638 | \$1,611.19 | \$ | \$ | \$ | \$ |
| 1 | | | | No | | | | | | | | | | | | | | |
| 2 | | | | No | | | | | | | | | | | | | | |
| 5 | | | | No | | | | | | | | | | | | | | |

Continue rows as needed.