



General Purposes Committee

**Anderson Room, City Hall
6911 No. 3 Road**

**Monday, September 21, 2026
4:00 p.m.**

Pg. # ITEM

MINUTES

GP-3 *Motion to adopt the **minutes** of the meeting of the General Purposes Committee held on September 8, 2026.*



PLANNING AND DEVELOPMENT DIVISION

1. **FUNDING CONSIDERATIONS FOR AFTER-HOURS OUTREACH AND FOOD AID DELIVERY PROGRAMS**
(File Ref. No. 08-4057-11-01) (REDMS No. 8485962)

GP-7

See Page GP-7 for full report

Designated Speakers: Dorothy Jo and Melanie Burner

STAFF RECOMMENDATION

That a report be brought forward outlining funding options for homelessness and community food access programs for 2028 and beyond, following Council's consideration of the Homelessness Strategy Guiding Framework (2026–2029) and the Community Food Access Framework (2027–2031), as outlined in the report titled “Funding Considerations for AfterHours Outreach and Food Aid Delivery Programs”, dated August 24, 2026, from the General Manager, Planning and Development.



General Purposes Committee Agenda – Monday, September 21, 2026

Pg. # ITEM

2. **RE-NAMING OF TWO CITY-OWNED CHILD CARE FACILITIES, 650-5688 HOLLYBRIDGE WAY AND 10277 RIVER DRIVE**
(File Ref. No. 07-3070-01) (REDMS No. 8471838)

GP-13

See Page GP-13 for full report

Designated Speakers: Annie Lam and Chris Duggan

STAFF RECOMMENDATION

- (1) *That the City-owned child care facility located at 650-5688 Hollybridge Way be renamed to “Willow Child Care Centre”; and*
- (2) *That the City-owned child care facility located at 10277 River Drive be renamed to “River Run Child Development Centre.”*



DEPUTY CAO'S OFFICE

3. **HOUSING AGREEMENT (AFFORDABLE HOUSING) (8520 RAILWAY AVENUE) BYLAW NO.10789 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL HOMES AT 8520 RAILWAY AVENUE (FORMERLY 8520, 8540 & 8560 RAILWAY AVENUE) PER RZ 21-936046 AND DP 24-012854**
(File Ref. No. 08-4057-05) (REDMS No. 8477679)

GP-18

See Page GP-18 for full report

Designated Speakers: Greg Newman and Laurel Eyton

STAFF RECOMMENDATION

That Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes secured through Rezoning Application RZ 21-936046 and DP 24-012854.



ADJOURNMENT





General Purposes Committee

Date: Tuesday, September 8, 2026

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Carol Day
Councillor Laura Gillanders
Councillor Kash Heed
Councillor Andy Hobbs
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Michael Wolfe

Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded
*That the minutes of the meeting of the General Purposes Committee held on
July 20, 2026, be adopted as circulated.*

CARRIED

General Purposes Committee

Tuesday, September 8, 2026

DEPUTY CAO'S OFFICE

1. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10735 AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10736 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL HOMES AND MARKET RENTAL HOMES AT 8620, 8640 AND 8660 SPIRES ROAD PER RZ 22-023633**

(File Ref. No. 08-4057-05) (REDMS No. 8424802)

It was moved and seconded

- (1) *That Housing Agreement (Affordable Housing) (8620, 8640 and 8660 Spires Road) Bylaw No. 10735 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes required by Rezoning Application RZ 22-023633.*
- (2) *That Housing Agreement (Market Rental) (8620, 8640 and 8660 Spires Road) Bylaw No. 10736 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Market Rental homes required by Rezoning Application RZ 22-023633.*

CARRIED

LAW AND COMMUNITY SAFETY DIVISION

2. **APPLICATION TO AMEND LIQUOR PRIMARY LIQUOR LICENCE # 308690 - CHANGE OF HOURS OF LIQUOR SERVICE (OUTSIDE SERVICE HOURS) SSP CANADA FOOD SERVICES INC., DBA: ROMER'S BURGER BAR - 3880 GRANT MCCONACHIE WAY (POST SECURITY)**

(File Ref. No. 12-8375-03) (REDMS No. 8476494)

It was moved and seconded

- (1) *That the application from SSP Canada Food Services Inc., doing business as, Romer's Burger Bar, seeking a permanent amendment to Liquor Primary Liquor Licence # 308690, increasing their hours of liquor service from 9:00 AM to 11:00 PM, Monday to Sunday, to 24 hours service, (Outside Service Hours) be supported; and*

2.

General Purposes Committee
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- (2) *That a letter be sent to the Liquor and Cannabis Regulation Branch, which includes the information as set out in Attachment 1 to this report, advising that Council recommends the approval of the amendment to the Liquor Primary Liquor Licence as described in Recommendation 1 of this report.*

The question on the motion was not called as discussion ensued with respect to a current Council referral to streamline the approval process for amending Liquor Primary Liquor Licences at YVR post security.

The question on the motion was then called and it was **CARRIED**.

PLANNING AND DEVELOPMENT DIVISION

3. **RESPONSE TO METRO VANCOUVER'S REFERRAL: METRO 2050 TYPE 3 PROPOSED AMENDMENT, BYLAW NO. 1463, 2026 – CITY OF SURREY (105 - 175A STREET)**

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 8487088)

It was moved and seconded

That the report titled “Metro 2050 Type 3 Proposed Amendment, Bylaw No. 1463, 2026 – City of Surrey (105 - 175A Street)”, dated August 10, 2026 from the General Manager, Planning and Development, be submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process.

The question on the motion was not called as discussion ensued with respect to the subject site location, land use and tree replacement.

The question on the motion was then called and it was **CARRIED**.

4. **RESPONSE TO METRO VANCOUVER'S REFERRAL: METRO 2050 TYPE 3 PROPOSED AMENDMENT – CITY OF VANCOUVER (MOLSON SITE)**

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 8493851)

It was moved and seconded

That the report titled “Metro 2050 Type 3 Proposed Amendment – City of Vancouver (Molson Site)”, dated August 10, 2026 from the General Manager, Planning and Development, be submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process.

CARRIED

General Purposes Committee
Tuesday, September 8, 2026

5. RE-ALLOCATION OF 2026 CHILD CARE GRANT FUNDING

(File Ref. No. 07-3070-01) (REDMS No. 8485378)

It was moved and seconded

That the 2026 Child Care Capital Grant of \$9,049 awarded to Atira Women's Resource Society be divided in equal parts and re-allocated to the Developmental Disabilities Association and the Society of Richmond Children's Centres as outlined in the report titled "Re-allocation of 2026 Child Care Grant Funding", dated August 6, 2026, from the General Manager, Planning and Development.

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:05 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Tuesday, September 8, 2026.

Mayor Malcolm D. Brodie
Chair

Raman Grewal
Legislative Services Associate



To: General Purposes Committee

Date: August 24, 2026

From: Wayne Craig
General Manager, Planning and Development

File: 08-4057-11-01/2025-Vol 01

Re: Funding Considerations for After-Hours Outreach and Food Aid Delivery Programs

Staff Recommendation

That a report be brought forward outlining funding options for homelessness and community food access programs for 2028 and beyond, following Council's consideration of the Homelessness Strategy Guiding Framework (2026–2029) and the Community Food Access Framework (2027–2031), as outlined in the report titled “Funding Considerations for After-Hours Outreach and Food Aid Delivery Programs”, dated August 24, 2026, from the General Manager, Planning and Development.

Executive Summary

On July 20, 2026, Council referred a motion directing staff to present options to maintain funding for after-hours outreach and food aid delivery programs before the applications for the 2027 Health, Social and Safety (HSS) Grant Program are due on October 14, 2026. This report responds to Council's referral by presenting funding options for 2027 for Council's consideration.

The report also proposes developing a longer-term approach to supporting homelessness outreach and food access services in the community, informed by the findings and recommendations of the Homelessness Strategy Guiding Framework (2026–2029) and the Community Food Access Framework (2027–2031). These frameworks are intended to strengthen the City's understanding of community needs, identify service gaps and opportunities, and inform future priorities related to homelessness and food insecurity.

Staff Report

Origin

At the open General Purposes meeting on July 20, 2026, the report “Homelessness Strategy Guiding Framework – Current State Analysis and What We Heard Report” was presented to Council, resulting in the following motion:

That it be referred to staff to consider options to maintain the funding for the after-hours outreach and food aid delivery programs through an additional level of funding in the annual grants process or otherwise, and that these options are presented before the applications for the 2027 HSS grants cycle are due this fall.

This report responds to Council’s referral by presenting funding options for 2027 for Council’s consideration.

This report supports Council’s Strategic Plan 2022–2026 Focus Area #6 A Vibrant, Resilient and Active Community:

Vibrant, resilient and active communities supported by a wide variety of opportunities to get involved, build relationships and access resources.

Analysis

Like many communities across British Columbia and Canada, Richmond is experiencing growing social pressures driven by the rising cost of living. Increasing housing costs and limited affordable housing options are placing greater financial strain on households, contributing to rising food insecurity and homelessness. While responsibility for social services primarily rests with the provincial and federal governments, these growing pressures are increasing demand for local supports and placing greater reliance on community organizations, faith-based groups and local governments to fill critical gaps and help residents meet their basic needs.

In Richmond, the City continues to support residents experiencing social challenges through investments in homelessness services and food access programs, including grants, staffing and contracted services. The City's Health, Social and Safety (HSS) Grant Program is one of the primary mechanisms for providing financial support to community organizations that deliver essential social services and programs in Richmond. Demand for the HSS Grant funding continues to exceed available resources. For example, during the 2026 grant cycle, organizations requested a total of \$1,285,695 in funding, compared with an available HSS Grant budget of \$506,908. Of the 2026 HSS Grant budget, \$98,584 (approximately 19 per cent) was allocated to food supports and \$25,000 (approximately 5 per cent) to homelessness services.

The City has also provided one-time supplemental funding outside of the HSS Grant Program to Parish of St. Alban's and Refuge Church since 2024, and to The Salvation Army since 2025, to help maintain their existing levels of after-hours outreach and food aid delivery services. Table 1 provides an overview of HSS Grant and one-time supplemental funding provided to the three organizations.

Table 1: HSS Grant and One-time Supplemental Funding Provided to Parish of St. Alban's, Refuge Church and The Salvation Army from 2024 to 2026

Year	Parish of St. Alban's	Refuge Church	The Salvation Army
2024 HSS	\$37,790	\$13,109	N/A*
2024 CCIA**	N/A	\$21,891	N/A
2024 RSA***	\$12,210	\$54,560	N/A
2024 Total	\$50,000	\$89,560	N/A
2025 HSS	\$38,584	\$25,000	N/A
2025 CCIA	\$26,416	\$85,000	\$20,000
2025 Total	\$65,000	\$110,000	\$20,000
2026 HSS	\$38,584	\$25,000	\$10,000
2026 CCIA	\$26,416	\$75,000	\$20,000
2026 Total	\$65,000	\$100,000	\$30,000

* The Salvation Army did not apply for an HSS Grant in 2024.

** Council Community Initiative Account

*** Rate Stabilization Account

One-time supplemental funding has enabled these three organizations to continue providing services in response to immediate community needs. To further support this work, the City continues to advocate to senior levels of government and share external grant opportunities that can help organizations diversify their funding sources, reduce reliance on City funding and sustain the delivery of essential services to Richmond residents.

Meetings were conducted in August 2026 with the three organizations to discuss their program plans and anticipated funding needs for 2027. Parish of St. Alban's and The Salvation Army have indicated that City funding at the current levels, adjusted for cost-of-living increases, would enable them to continue delivering their existing services. Refuge Church has indicated that its after-hours outreach program is currently under review following the retirement of a senior outreach worker and the program's mandate is being assessed for 2027. The 2026 Grant Use Reports have been received from all three organizations and provide information on how previous City funding was used, including the services and activities delivered as outlined in their 2026 HSS Grant applications.

Strategic Initiatives Informing Homelessness and Food Insecurity Initiatives

As community needs evolve, there is a need for a strategic, evidence-informed approach to guide future planning and priorities related to homelessness and community food access. In response, the City is in the process of developing the Homelessness Strategy Guiding Framework and the Community Food Access Framework, which are intended to strengthen understanding of current and emerging community needs, identify service gaps and opportunities, and inform future priorities.

- **Homelessness Strategy Guiding Framework (2026–2029):** As a companion document to the Richmond Homelessness Strategy 2019–2029, the framework, which will be presented to Council at a later date, is intended to respond to the current complexity of homelessness in the community and will assess community needs, identify current and emerging service gaps, and identify opportunities to strengthen Richmond's homelessness response system.

- **Community Food Access Framework (2027–2031):** Identified as a key priority in the Social Development Strategy (2025–2035), the draft framework is scheduled to be presented to Council at a later date, with a finalized framework expected in mid-2027. It will guide the community to take collective action to address food insecurity in a more coordinated manner that fosters greater collaboration, resource sharing and partnerships among program providers. The framework will strengthen understanding of community food access needs and identify service gaps, emerging trends and opportunities for Richmond.

The frameworks are being developed using local evidence and engagement with partners and people with lived and living experience. This work will support a shared understanding of the community's current landscape, identify service gaps and opportunities, and provide an opportunity to better align efforts, strengthen service delivery and increase collective impact. Using these findings would better inform a longer-term approach to supporting homelessness outreach and community food access programs and would help ensure future City funding is responsive to identified needs and priorities, rather than establishing long-term funding arrangements based on current service levels.

Proposed Funding Options

To support the continuation of after-hours outreach and food aid delivery programs in 2027 provided by Parish of St. Alban's, Refuge Church and The Salvation Army, two funding options are presented in Table 2 for Council's consideration.

Table 2: Options and Key Considerations for 2027

Option 1	Key Considerations
Status Quo Parish of St. Alban's, Refuge Church and The Salvation Army apply for funding through the 2027 HSS Grant Program. At Council's discretion, a one-time supplemental funding may be provided to supplement HSS Grant allocations. (RECOMMENDED)	• The HSS Grant Program provides an established City funding mechanism for supporting community-based social services. The three organizations would submit applications outlining the activities for which funding is being requested, the amount of funding required and how the proposed services would be delivered. • Applying to the HSS Grant Program would provide an opportunity for the organizations to provide updated information about their programs and services, including any proposed changes to their program scope, activities and service delivery model. This information would provide the City with a current understanding of how services are being delivered and any changes anticipated for 2027. • The requirement for all grant recipients to submit a Grant Use Report provides an additional accountability mechanism by documenting how funding was used and demonstrating that funds were directed toward the approved purposes and activities outlined in the grant application. • Changes to the HSS Grant Program are being implemented in 2027, including revised eligibility criteria, funding limits, a standardized evaluation framework and greater alignment with City priorities. These changes are intended to improve consistency, transparency and accountability in the allocation of grant funding. • Funding allocations are considered on a single-year basis and will not be approved until early 2027, which may limit organizations' ability to undertake longer-term program planning. • Applicants are expected to pursue other sources of funding and diversify their funding sources rather than rely on the City's HSS Grant Program as their primary or sole source of funding.

Table 2: Options and Key Considerations for 2027 (continued)

Option 2	Key Considerations
One-time funding provided for 2027 through the 2027 budget process Provide a total of \$195,000 in one-time funding to Parish of St. Alban's, Refuge Church and The Salvation Army, based on their 2026 funding levels, to maintain current service levels for 2027: • Parish of St. Alban's: \$38,584 from the HSS Grant budget and \$26,416 in one-time supplemental funding, for a total of \$65,000; • Refuge Church: \$25,000 from the HSS Grant budget and \$75,000 in one-time supplemental funding, for a total of \$100,000; and • The Salvation Army: \$10,000 from the HSS Grant budget and \$20,000 in one-time supplemental funding, for a total of \$30,000. Of the \$195,000 in one-time funding, \$73,584 would be allocated from the 2027 HSS Grant budget, with the remaining \$121,416 to be considered as part of the 2027 budget process.	• Provides the three organizations with a guaranteed level of one-time funding for 2027, enabling greater certainty and allowing additional time in planning and supporting the continuation of current service levels in the community. • Provides targeted funding to established programs that are currently responding to immediate community needs related to homelessness and food insecurity. • Does not require the organizations to compete for the proposed funding through the 2027 HSS Grant intake. • Proposed funding amounts are based on organizations' 2026 funding levels. • Upon Council approval of the 2027 Operating Budget, the three organizations will be required to submit proposals outlining the activities and services to be delivered in 2027 using the one-time funding. These proposals will be reviewed to ensure that they align with the funding allocated and the activities proposed to maintain current service levels. • Given the timing of the one-time funding decision and the October 14, 2026 grant application deadline, the three organizations may need to submit applications to the HSS Grant Program as a contingency to ensure funding is available for 2027 should the one-time funding option not proceed. This may result in additional administrative work for the organizations, including preparing and submitting applications that may ultimately not be required. • Organizations would be required to submit a report demonstrating how the funding was used and that expenditures were consistent with the approved activities, providing accountability and transparency for the use of City funds. • Providing one-time funding outside of the established HSS Grant Program process may create challenges in developing a consistent and equitable approach to supporting community needs in the future. • Providing one-time funding outside of the 2027 HSS Grant Program may reduce the effectiveness of changes being implemented this year to strengthen the consistency, transparency and alignment of the HSS Grant Program with City priorities and demonstrated community needs. • May establish a precedent for other organizations to seek funding outside of the established HSS Grant Program process.

The approach outlined in this report does not commit the City to a specific long-term funding model or level of funding at this time, allowing future decisions to be informed by the priorities identified in the Homelessness Strategy Guiding Framework and Community Food Access Framework. Both options support service continuity in 2027 while providing an opportunity to develop a longer-term funding approach to supporting residents experiencing homelessness and food insecurity in 2028 and beyond.

Option 1 is recommended because it follows an established and equitable approach to the allocation of City funding through the HSS Grant Program process. Under this option, funding allocations would be provided through the HSS Grant budget, with additional one-time supplemental funding available, as directed by Council. If Council wishes to proceed with Option 2, a total of \$195,000 in one-time funding would be provided to Parish of St. Alban's,

Refuge Church and The Salvation Army, based on their 2026 funding levels, to maintain current service levels in 2027. For this option, \$73,584 would be allocated from the 2027 HSS Grant budget and Council would need to pass a resolution endorsing that a one-time additional funding of \$121,416 be considered as part of the 2027 budget process.

At this time, it is recommended that any decisions regarding a long-term funding approach be considered after the Homelessness Strategy Guiding Framework and the Community Food Access Framework are presented to Council. A subsequent Council report in mid-2027 would provide an opportunity for Council to consider the findings of this work, including service gaps, priorities and opportunities, and assess potential funding approaches in the context of the broader priorities and evolving needs of the community.

Budgetary Implications

If Council wishes to proceed with Option 1, the three organizations would apply for funding through the HSS Grant Program, which would be provided through the 2027 HSS Grant budget. Should Council wish to provide additional one-time funding to supplement the HSS Grant allocations, a funding source would be determined at a later date.

If Council wishes to proceed with Option 2, a total of \$195,000 in one-time funding would be provided, of which \$73,584 would be allocated through the 2027 HSS Grant budget, with the remaining \$121,416 to be considered as part of the 2027 budget process.

Conclusion

The after-hours outreach and food aid delivery programs provided by Parish of St. Alban's, Refuge Church and The Salvation Army play an important role in supporting residents experiencing homelessness and food insecurity. Option 1 is recommended to support continuity of these services in 2027 through the established HSS Grant Program process, providing an established and equitable approach to the allocation of City funding. A subsequent report outlining potential funding approaches for homelessness and community food access programs for 2028 and beyond will be brought forward to Council in mid-2027, following Council's consideration of the Homelessness Strategy Guiding Framework and the Community Food Access Framework.

Respectfully submitted,

Kim Somerville, Director, Community Social Development

Report Contributors

This report was prepared by Dorothy Jo, Program Manager, Social Planning and reviewed by Finance.

Endorsed by Serena Lusk, CAO



To:	General Purposes Committee	Date:	September 3, 2026
From:	Wayne Craig General Manager, Planning and Development	File:	07-3070-01/2025-Vol 01
Re:	Re-naming of Two City-Owned Child Care Facilities, 650-5688 Hollybridge Way and 10277 River Drive		

Staff Recommendations

1. That the City-owned child care facility located at 650-5688 Hollybridge Way be renamed to “Willow Child Care Centre”; and
2. That the City-owned child care facility located at 10277 River Drive be renamed to “River Run Child Care Centre.”

Executive Summary

This report seeks Council approval to rename two City-owned child care facilities following the re-tenanting to new operators. It is recommended to rename the facility at 650-5688 Hollybridge Way from Willow Early Care and Learning Centre to Willow Child Care Centre and the facility at 10277 River Drive from River Run Early Care and Learning Centre to River Run Child Care Centre.

Both facilities were originally named by Council in accordance with the City’s Naming Public Buildings – Parks or Places Policy 2016 and in consultation with the former operator. The purpose of this report is to seek Council’s approval to rename River Run Early Care and Learning Centre and Willow Early Care and Learning Centre by removing language that was specific to Atira and using a more general term to reflect the facility rather than the operator.

Staff Report

Origin

On April 24, 2026, Atira Women's Resource Society (Atira) notified the City that they intended to terminate their leases with the City and cease operations of River Run Early Care and Learning Centre (River Run) and Willow Early Care and Learning Centre (Willow) on June 26, 2026. River Run has since been leased to the Developmental Disabilities Association and Willow has been leased to the Society of Richmond Children's Centres.

As per the Naming Public Buildings – Parks or Places Policy 2016 (Attachment 1), the facilities' names were previously approved by Council. The use of "Early Care and Learning Centre" in both facility names was specific to Atira's organizational approach to naming their child care programs.

This report supports Council's Strategic Plan 2022–2026 Focus Area #6 A Vibrant, Resilient and Active Community:

Vibrant, resilient and active communities supported by a wide variety of opportunities to get involved, build relationships and access resources.

The purpose of this report is to seek Council's approval to rename River Run Early Care and Learning Centre and Willow Early Care and Learning Centre to remove language that was specific to Atira and use a more general term to reflect the facility rather than the operator.

Analysis

The following information includes an overview of the City's Naming Public Buildings – Parks or Places Policy 2016 and provides background on each child care facility and rationale for the proposed renaming.

Naming Public Buildings – Parks or Places Policy 2016 (Policy 2016)

Policy 2016 states that, the naming of public buildings, parks or places within the City shall be undertaken to:

1. Honour or memorialize individuals, corporations, events, and places that have attained achievements of extraordinary and lasting distinction and contribution to the City, or
2. Pay tribute to an association with an activity or program which is specific to the use of the public building, park, or place.

The naming of City-owned child care facilities has been undertaken under the second of these and the recommendations outlined in this report for Council's consideration are compliant with the policy and associated guidelines. The final decision on the name for the facility rests with Council and proposed names for the applicable facilities for Council's consideration are outlined below. Should Council approve the renaming of the facilities, all necessary materials will be updated to reflect the changes including the City website.

Willow Early Care and Learning Centre

In 2017, Cressey Gilbert Development LLP completed construction of a 5,000 sq. ft child care facility located at 650-5688 Hollybridge Way. Council approved the name, Willow Early Care and Learning Centre, after consultation with the operator, to reflect the willow tree, a native plant associated with the historic Brighthouse Homestead site on which the building resides.

On June 22, 2026, Council approved the Society of Richmond Children's Centres (SRCC) as the new operator of Willow. The SRCC currently operates six child care facilities, including five City-owned facilities in Richmond. The new name for the facility, Willow Child Care Centre, is recommended for Council's consideration. The child care programs onsite and operated by SRCC can then be specifically named in accordance with SRCC's standard practice.

River Run Early Care and Learning Centre

In 2019, Western-Citimark River Front Townhouse Project Ltd. included construction of a child care facility located at 10277 River Drive. Council approved the name River Run Early Care and Learning Centre after consultation with both the developer and Atira. The name reflects the facility's proximity to the Fraser River, the longest river within British Columbia, and the term "run of the river," which describes the flow of the river without any human interference.

On May 4, 2026, Council approved the Developmental Disabilities Association (DDA) as the new operator for River Run. DDA operates the City-owned Riverside Child Development Centre and also provides inclusive, family-centered child care and school-age programs at eight locations in Vancouver. The new name for the facility, River Run Child Care Centre is recommended for Council's consideration. The child care programs onsite and operated by DDA can then be specifically named in accordance with DDA's standard practice.

Budgetary Implications

None. Should Council approve the new facility names, facility signage will be updated accordingly and will be accommodated within the existing OBI for each facility.

Conclusion

The rapid re-tenanting of both Willow and River Run has been integral to ensuring continued availability of high-quality child care in the Bridgeport and Oval Village neighbourhoods and the work of SRCC and DDA have been fundamental in mitigating impacts to existing families. In keeping with the City's Naming Public Buildings – Parks and Places Policy 2016, it is recommended that the proposed new names, Willow Child Care Centre and River Run Child Care Centre, be approved for the two facilities.

Respectfully submitted,

Kim Somerville, Director, Community Social Development

Report Contributors

This report was prepared by Annie Lam, Planner 2, Child Care and reviewed by Real Estate Services, Finance, and Facilities and Project Development.

Endorsed by Serena Lusk, CAO

Att. 1: Naming Public Buildings – Parks or Places Policy 2016



POLICY 2016:

It is Council policy that:

The naming of public buildings, parks or places within the City shall be undertaken to:

1. Honour or memorialize individuals, corporations, events, and places that have attained achievements of extraordinary and lasting distinction and contribution to the City, or
2. Pay tribute to an association with an activity or program which is specific to the use of the public building, park, or place.

In all cases, staff will review the proposals/submissions based on the following "Guidelines for Naming", prior to making a recommendation to City Council. The final decision rests with City Council by means of a resolution adopted by majority vote of Council. In the absence of a clear direction or decision from staff, the final decision will be made by Council.

After the final decision on the naming of public facilities, parks and spaces has been made, the City Clerk shall notify all parties affected by, or interested in, such new public buildings, parks or places.



GUIDELINES FOR NAMING

1. Proposals/submissions for naming a public building, park or place may be received from the public (including residents, community associations and organizations), staff, and corporations.
2. A proposal for naming a public building, park or place in honour of a person who has rendered outstanding service to the City, will be considered. Names of living individuals may be considered, but the use of individual names should be minimized.
3. A proposal for naming a public building, park or place, other than in honour of an individual, will be considered if:
 - an organization has had historical and exceptional ties to the City.
 - an event or date is significant in the City's history.
 - a place has significant meaning for, or ties to, the City.
 - a program, activity, or symbol is pertinent to the life of the City specific to the location and may be used to effectively promote and market the program or activity both within and outside the community.
4. In a proposal for naming "joint sites" between the City and School District, the park and school names should coincide through consultation between the two organizations.
5. A proposal for naming "parks and open spaces" may consider the name of the abutting road. Similarly, a public building accommodated on a park, the park name, or the building, should relate to each other.
6. A proposal for naming a "character area" such as a neighbourhood and/or open space should be designated by names linking persons, events, places or activities with appropriate references to location and activities to be conducted on the site or land form.
7. A proposal for naming a public building or park in recognition of a corporation which has made a significant gift or contribution to the City may be considered.
8. A named facility will retain that name as long as it exists. However, if a name is designated for a facility associated with a specific program or activity and that activity is subsequently changed, the name may be applied to a similarly-used facility, if possible, and if not, to another facility.



To:	General Purpose Committee	Date:	August 25, 2026
From:	John Irving Deputy Chief Administrative Officer	File:	08-4057-05/2025-Vol 01
Re:	Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 to Permit the City of Richmond to Secure Low-End Market Rental Homes at 8520 Railway Avenue (formerly 8520, 8540 & 8560 Railway Avenue) per RZ 21-936046 and DP 24-012854		

Staff Recommendation

That Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes secured through Rezoning Application RZ 21-936046 and DP 24-012854.

Executive Summary

This report brings forward a Housing Agreement bylaw to secure the 50 Low-End Market Rental homes secured through RZ 21-936046 and DP 24-012854. The Housing Agreement for the Low-End Market Rental homes secures the homes for seniors at below-market rents and as rental tenure in perpetuity.

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement Bylaw No. 10789 to secure 50 Low-End Market Rental (LEMR) homes at 8520 Railway Avenue (formerly 8520, 8540 and 8560 Railway Avenue). SD Railway Homes Inc., in partnership with Richmond Kiwanis Senior Citizens Housing Society, has applied to the City to amend the Official Community Plan (OCP) and Richmond Zoning Bylaw 8500 to permit the development of 58 rental homes for seniors in a four-storey residential apartment building. A public hearing for the amendments was held on September 5, 2023, following which Council granted second and third readings to the amending bylaws.

Rezoning Application RZ 21-936046 secured at least 29 of the rental homes and at least 1,534 m² (16,512 ft²) as Low-End Market Rental (LEMR) homes in perpetuity. Subsequently, the associated development permit DP 24-012854 received endorsement by DP Panel on July 29, 2026, whereby the applicant committed to providing a minimum of 50 LEMR homes and 2,479 m² (26,684 ft²) as LEMR floor area.

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

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

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

Analysis

The development proposes the construction of 58 rental tenure homes for seniors of which 50 will be secured as Low-End Market Rental (LEMR) homes.

Low-End Market Rental Homes

The OCP recognizes the opportunity for the City to grant additional density when a project proposes affordable housing as a means of addressing community need. The minimum combined habitable floor area of the 50 LEMR homes must be at least 2,479 m² (26,684 ft²) as secured through DP 24-012854. A Housing Covenant will be used to secure the total floor area of the LEMR homes in addition to the minimum sizes, locations, and Basic Universal Housing (BUH) design requirements, as outlined in Table 1.

Approximately 92 per cent of the LEMR homes will include a BUH design, supporting the ability of tenants to age-in-place. Overall, the number, sizes and mix of LEMR homes uphold the objectives of the Affordable Housing Strategy and applicable policies of the City's OCP. The 50 LEMR homes and eight (8) market rental homes will be dispersed throughout the four-storey building. The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Table 1: Low-End Market Rental Bedroom Mix

	Number of Homes	Percentages	Basic Universal Housing (BUH)
Studio	16	32%	16 (100%)
1-Bedroom	34	68%	30 (88%)
Total	50	100%	46 (92%)

The rental rates and income thresholds that will be secured by the Housing Agreement are outlined in Table 2; please see notes under Table 2 with details regarding rent and income threshold calculations. In accordance with Council Policy 5475, being the "Low-End Market Rental Parking, Tenant Asset and Income Limit Exceedance Policy", household asset limits will be set at \$100,000 and LEMR tenant parking fees set at a fixed rate of \$75/month. Per the Policy, assets included within the asset limit calculation include stocks, bonds, term deposits, mutual funds, cash, business equity, real estate equity, and net of debt. Assets such as a registered education savings, registered retirement saving account and registered disability savings are excluded from the asset limit calculation, as are the value of any tools supporting active employment, such as farm equipment, personal effects, and bursaries or scholarships from educational institutions.

Under Section 2.2(a)(ii) of the Policy, an applicant may apply to Council for consideration of a higher asset limit. The applicant has provided a letter seeking a higher asset limit, being \$250,000 per household, inclusive of registered retirement accounts (RRSPs and RRIFs). The applicant's rationale for this request is provided in Attachment 1. Staff note that this requested limit has not been incorporated into the subject housing agreement bylaw, which has been drafted to align with the aforementioned Council Policy.

Table 2: Low-End Market Rental Home Rental Rates and Income Thresholds

Bedroom Type	Maximum Rental Rates ⁽¹⁾⁽²⁾	Income Thresholds ⁽¹⁾⁽²⁾
Studio	\$1,395	\$55,800
1-Bedroom	\$1,508	\$60,336

- (1) Maximum monthly rental rates applicable at the time of any new affordable rental home tenancy are set at 10% below the most current CMHC average market rent for the City of Richmond specific to the bedroom type. The above-listed rents are calculated using data from the October 2025 CMHC Market Rental Survey and are for reference only. Following tenancy, annual rent adjustments are limited to the maximum rent increase permitted under the Residential Tenancy Act.
- (2) The gross (before-tax) annual income of a household is used to define eligibility for an affordable rental home. Income thresholds are set at the point at which the maximum monthly rental rates, as described above (calculated on an annualized basis), equal no more than 30% of the gross annual household income. The above-listed household income thresholds are calculated using data from the October 2025 CMHC Market Rental Survey and are for reference only.

In addition to setting maximum rents, income thresholds, and asset limits, the Housing Agreement will protect tenants from limits on access to indoor and outdoor amenity areas, and the imposition of fees including amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration to ensure compliance with the terms of the Agreement. Should the owner choose to sell the LEMR homes, the Agreement requires that all the homes be maintained under single ownership.

Housing Priorities Grant Program

On November 25, 2024, Council approved an allocation of up to \$10 million to a Housing Priorities Grant Program, as one of the initiatives being advanced through the Canada Mortgage and Housing Corporation's (CMHC) Housing Accelerator Fund (HAF). Under criteria set up for Non-Profit Organizations, up to \$40,000 per affordable rental home is available in grant funding to offset City development fees, with the intention to help address financial barriers that limit the delivery of affordable housing, as per the report titled 'Establishing a Housing Priorities Grant Program', dated October 28, 2024.

At the July 28, 2025 Council Meeting, Council approved up to \$2,320,000 in HAF funding to support delivery of 58 LEMR homes across the development. As Kiwanis is currently proposing 50 LEMR homes, the organization is eligible for up to \$2 million in grant funding. A contribution agreement will be used to formalize the transaction and set out the conditions that must be met before the funding is utilized. As required under the HAF funding program, all funds must be spent by the end of 2027.

Budgetary Implications

None

Conclusion

A Housing Agreement is required to secure 50 LEMR homes at 8520 Railway Avenue (formerly 8520, 8540 & 8560 Railway Avenue) in perpetuity at rents below those found in the private market and as rental tenure in perpetuity. It is recommended that Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings.

Respectfully submitted,

Peter Russell, Director, Housing Office

Report Contributors

This report was prepared by Laurel Eyton, Planner 1 and reviewed by Law and Development Applications.

Endorsed by Serena Lusk, CAO

Att. 1: Richmond Kiwanis Senior Citizens Housing Society Letter



KIWANIS TOWERS

RICHMOND

Richmond Kiwanis Senior Citizens Housing Society
100-7388 Gollner Ave, Richmond, BC, V6Y 0H4
Office Phone Number: 604-278-7772
Email: manager@richmondkiwanis.ca

August 25, 2026

City of Richmond

Housing Office
6911 No. 3 Road
Richmond, BC V6Y 2C1

Re: Railway Avenue Seniors Housing Project – Request for Adjustment to LEMR Asset Limit

Dear City of Richmond Housing Office,

Richmond Kiwanis Housing Society respectfully requests that the asset limit for Eligible Tenants of the Low-End Market Rental (LEMR) units at the Railway Avenue seniors housing development be established at **\$250,000 per household, inclusive of registered retirement savings such as RRSPs and RRIFs.**

We understand that the City's recently adopted policy establishes a \$100,000 asset limit while excluding certain registered retirement savings. Our proposed \$250,000 threshold is therefore not directly comparable to the City's \$100,000 threshold, as the Kiwanis limit would include registered retirement savings and provide a more complete measure of a household's overall financial resources.

Based on our experience operating affordable seniors housing in Richmond, we believe this approach better reflects the financial circumstances of seniors while maintaining a meaningful asset eligibility requirement.

Many seniors entering affordable housing are retired and rely primarily on fixed sources of income such as CPP, OAS and pensions. Unlike working-age households, seniors generally have limited opportunities to replenish savings once those funds have been used. Savings accumulated over a lifetime may be required for future health and dental expenses, mobility needs, home-support services, emergencies and other costs associated with aging.

A senior may therefore have relatively modest annual income while maintaining reasonable lifetime savings for long-term financial security. Having these savings does not necessarily mean that the individual has sufficient ongoing income to obtain and sustain suitable market rental housing in Richmond.

The proposed approach would also avoid potentially different outcomes based primarily on how seniors have chosen to hold their savings. Under the City's current definition, certain registered retirement savings are excluded from the asset calculation. A senior with substantial savings in an RRSP or RRIF could potentially satisfy the asset test, while another senior with considerably less total savings held outside registered plans could exceed the \$100,000 threshold.



KIWANIS TOWERS

RICHMOND

Richmond Kiwanis Senior Citizens Housing Society
100-7388 Gollner Ave, Richmond, BC, V6Y 0H4
Office Phone Number: 604-278-7772
Email: manager@richmondkiwanis.ca

Richmond Kiwanis has extensive experience administering affordable seniors housing in Richmond. **Kiwanis Towers currently applies a \$250,000 household asset limit, including registered retirement savings.** Applying the same threshold to the Railway Avenue project would provide consistency in the administration of Kiwanis' seniors housing portfolio. The property manager's review similarly identifies the \$250,000 threshold currently used at Kiwanis Towers.

Importantly, the requested asset limit would **not replace or increase the applicable LEMR income limits.** Applicants would continue to be required to satisfy the City's income eligibility requirements. Kiwanis would continue to consider applicants' overall financial circumstances and housing needs, including the relationship between income and assets, to help ensure that these affordable units serve seniors with genuine housing need.

We believe a **\$250,000 total household asset limit, inclusive of registered retirement savings,** provides an appropriate balance between maintaining meaningful eligibility requirements and recognizing that modest lifetime savings are an important source of financial security for seniors during retirement.

Given the **long-term nature of the Housing Agreement,** we would also ask the City to consider an appropriate mechanism for the asset threshold to be adjusted over time to reflect inflation. A fixed nominal threshold will become increasingly restrictive over time even where a senior household's financial circumstances have not materially changed in real terms. This could be addressed through an annual CPI adjustment or periodic review of the threshold by the City.

Richmond Kiwanis Housing Society respectfully requests that the City consider these adjustments for the Railway Avenue seniors housing development.

Thank you for your consideration.

Sincerely,

Richmond Kiwanis Housing Society

Per:

A handwritten signature in black ink, appearing to read 'Cindy Chan'.

Name: Cindy Chan

Title: President



**Housing Agreement (Affordable Housing)
(8520 Railway Avenue) Bylaw No. 10789**

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. 032-549-385

Lot A Section 24 Block 4 North Range 7 West New Westminster District Plan EPP146237

2. This Bylaw is cited as “**Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

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

Schedule A

**To Housing Agreement (Affordable Housing)
(8520 Railway Avenue) Bylaw No. 10789**

HOUSING AGREEMENT BETWEEN
SD RAILWAY HOMES INC. AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference as of August 13th, 2026.

BETWEEN:

SD RAILWAY HOMES INC. (Incorporation No. BC1182996), a company duly incorporated pursuant to the laws of the Province of British Columbia having its registered office at 108 – 2688 Shell Road, Richmond, British Columbia V6X 4E1

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. 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 that 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 that may be charged for housing units;
- 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 Parking”** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (b) **“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;
- (c) **“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 located or to be located on the Lands charged by this Agreement;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Assets”** means property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies, and for the purposes of this Agreement include, in particular, the following:
 - (i) stocks, bonds, term deposits, mutual funds and cash;
 - (ii) business equity in a private incorporated company including cash, GICs, bonds, stocks or real estate; and
 - (iii) real estate equity, net of debt,

and exclude, in particular, the following:

- (iv) Registered Education Savings Plans (RESPs), Registered Retirement Saving Plans (RRSPs), Registered Disability Savings Plans (RDSPs), and Registered Retirement Income Funds (RRIF);
- (v) trade and business tools essential to continue currently active employment, such as farm equipment, specialized tools and vehicles;
- (vi) personal effects;
- (vii) bursaries or scholarships from educational institutions for any household member that is a current student; and

- (viii) assets derived from compensatory packages from any government, for example Indian Residential School Settlements and Japanese Canadian Redress;
- (f) **“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;
- (g) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (h) **“City”** means the City of Richmond;
- (i) **“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;
- (j) **“CMHC”** means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) **“CMHC Average Rental Rates”** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to “3 Bedroom +” shall apply;
- (l) **“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, any required rental housing parking and electric vehicle charging stations, loading bays, mobility scooter parking, bicycle storage and supporting bicycle maintenance facilities, electric bicycle charging stations, outdoor amenity spaces, children’s play areas, shared garden space, meeting rooms, party rooms, fitness facilities and related access routes;
- (m) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (n) **“Daily Amount”** means \$100.00 per day as of January 1, 2026 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2026, 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;

- (o) **“Development”** means a residential development constructed or to be constructed on the Lands;
- (p) **“Development Permit”** means a development permit authorizing development on the Lands or any portion thereof and includes development permit application No. DP 24-012854;
- (q) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (r) **“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 or a Market Rental Housing Unit;
- (s) **“Eligible Tenant”** means a Family:
 - (i) of Seniors, including:
 - A. a live-in caregiver who is providing continuing assistance or direction to a Senior because of the Senior’s disability, illness or frailty;
 - B. a child under the age of 18, if one of the child’s caregivers is a Senior;
 - C. a person who is 19 years of age or older, if, before turning 19, that person resided with a Senior who acted as one of that person’s caregivers; or
 - D. the spouse of a Senior;
 - (ii) having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
 - A. 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

- B. if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- C. in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive; and
- (iii) owning Assets valued at \$100,000 or less, as calculated by the City in any particular year, in accordance with the LEMR Parking, Tenant Asset and Income Exceedance Policy; and in the absence of obvious error or mistake, any calculation by the City of the value of an Eligible Tenant's Assets in any particular year shall be final and conclusive;
- (t) **"Family"** means:
 - (i) a person;
 - (ii) two (2) 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;
- (u) **"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;
- (v) **"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 construction, use and transfer of the Affordable Housing Units;
- (w) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (x) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (y) **“Lands”** means certain lands and premises civically known as 8520 Railway Avenue, Richmond, BC and legally described PID: 032-549-385, Lot A Section 24 Block 4 North Range 7 West New Westminster District Plan EPP146237, may be Subdivided from time to time, and including a Building or a portion of a Building;
- (z) **“LEMR Parking, Tenant Asset and Income Exceedance Policy”** means the Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy approved by City Council on July 28, 2025, which allows the owner of Affordable Housing Units to charge for parking and to implement an asset test limit for new Tenants, as amended or replaced from time to time;
- (aa) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (bb) **“LTO”** means the New Westminster Land Title Office or its successor;
- (cc) **“Market Rental 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 located or to be located on the Lands charged by this Agreement;
- (dd) **“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 from time to time;
- (ee) **“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;
- (ff) **“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;
- (gg) **“Permitted Rent”** means:
 - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,

provided that:

 - (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption

status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and

- (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (hh) “**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;
- (ii) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (jj) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (kk) “**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;
- (ll) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (mm) “**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*;
- (nn) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit or a Market Rental Housing Unit; and
- (oo) “**Tenant**” means an occupant of an Affordable Housing Unit or a Market Rental Housing Unit by way of a 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, 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. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the

Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 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 Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
 - (ii) at its cost, 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 Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;
 - (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, 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 architect for the Building(s) in which the Affordable Housing Units are situated, 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 Development Permit, the Building Permit, and this 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 or Market Rental 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 all of the Affordable Housing Units and Market Rental Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

ARTICLE 3 DISPOSITION AND ACQUISITION OF DWELLING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit, Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit or Market Rental Housing Units 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, a Market Rental Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit or Market Rental 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 a Dwelling 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 or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit or Market Rental 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 and Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units and Market Rental 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 and Market Rental Housing Units in one Building; and
 - (b) the Lands will not be Subdivided such that one or more Affordable Housing Units or Market Rental 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) 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) a statement of the total value of Assets owned by all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit;

- (iv) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
- (v) 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 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization qualified and experienced in the management of housing units similar to the Affordable Housing Units and Market Rental Housing Units and acceptable to the City to operate and manage all of the Affordable Housing Units and Market Rental Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units and Market Rental Housing Units owned by the Owner must be managed and operated by one non-profit organization.

Without limiting the foregoing, the non-profit organization retained pursuant to this Section 3.5 must have as one of its prime objectives the operation of affordable housing within the City of Richmond. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner’s compliance with this Section 3.5.

3.6 If the Owner sells or transfers any Affordable Housing Units or Market Rental Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office 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 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 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, mobility scooter parking, bicycle storage, electric vehicle and bicycle 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, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure);
 - (viii) a Tenant's exclusive use of one or more Affordable Housing Parking spaces in accordance with and to the maximum amounts set out in the LEMR Parking, Tenant Asset and Income Exceedance Policy;
 - (ix) 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
 - (x) 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 any other residential occupant 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;
- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(s)(ii) 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) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

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, the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect of 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 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.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters,

including tenant selection for the Affordable Housing Units. The parties acknowledge that the Affordable Housing Units are intended to serve as Seniors' housing and thus the forgoing obligation does not apply with respect to age or family status.

- 3.10 Notwithstanding anything to the contrary, the Owner may charge Eligible Tenants a fixed fee of no more than \$75.00 per month per an assigned vehicle parking space (excluding any parking stalls designated for accessibility parking for which no fees will be charged) or as otherwise prescribed in the LEMR Parking, Tenant Asset and Income Exceedance Policy.

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 anything contrary to Section 3.7(d), including without limitation paying for the use of mobility scooter parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities. For clarity, the strata corporation may levy such bicycle storage, electric vehicle and bicycle charging stations or related facilities charges or fees on all of the other owners, tenants, any other permitted occupants or visitors of all of the strata lots in the applicable strata plan which are not Affordable Housing Units.
- 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;
 - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.5); or

- (d) 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 for each applicable Affordable Housing Unit 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 an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
 - (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 Owner;
 - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
 - (iv) the Owner acknowledges 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 the Owner fails to ensure good and efficient management of the Affordable Housing Units and, as applicable, Common Amenities, as applicable, or maintain the Affordable Housing Units and, as applicable, Common Amenities as required by this Section 7.4, then, after applicable notice and cure periods, 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 and maintain the Affordable Housing Units and applicable Common Amenities.

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 for, 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 for, 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, 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 a Building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 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,

with copies to: City Solicitor, and the Director, Housing Office,

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 Owner 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.

7.24 **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. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

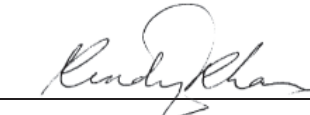
7.25 **Counterparts**

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.

[remainder of page intentionally blank]

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

SD RAILWAY HOMES INC.

Per: 
 Name: _____
 Title: Cindy Chan, CEO

Per: _____
 Name: _____
 Title: _____

CITY OF RICHMOND

Per: _____
 Name: Malcolm D. Brodie
 Title: Mayor

Per: _____
 Name: Claudia Jesson
 Title: 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	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the “ Affordable Housing Units ”) located at
	)	_____
PROVINCE OF BRITISH COLUMBIA	)	(<i>street address</i>), British Columbia, and Housing Agreement
	)	dated _____, 20____ (the “ Housing
TO WIT:	)	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. To the best of my knowledge, continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as
 defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner’s obligations under the
 Housing Agreement and any housing covenant(s) registered against title to the Affordable
 Housing Units;

4. The information set out in the table attached as Appendix A hereto (the “**Information Table**”) in
 respect of each of the Affordable Housing Units is current and accurate as of the date of this
 declaration; and

Page 1 of 2 – continued on next page...

... continued from Page 1 – Page 2 of 2

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_____

A Notary Public and a Commissioner for taking
Affidavits in and for the Province of British
Columbia

(Signature of Declarant)

Name: _____

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

Appendix A to Statutory Declaration

Building Name:		Building Address:		Property Manager Name:															
Property Management Company:		Property Manager Email:		Property Manager Phone Number:															
Unit and Household Information				Income, Assets and Rent				Fees Collected (Provide details and explanation with the Statutory Declaration)											
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants who are "Seniors" as defined in Housing Agreement	Starting Year of Tenancy	Before-tax Income of Occupants 18 years & Over (Provide one response per occupant)			Combined Before-tax Income of Occupants 19 years & Over			Income Verification Received (Yes/No)	Rent (\$/Month)	Total Assets*	Parking Fees	Move-in / Move-out Fees	Amenity Usage Fees	Other Tenant Fees
0	101	3 BR	4	No	1	2022	3-Years Prior to Year of Stat. Dec.	2-Years 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.	Yes	\$11,511.19	\$ 19,000	\$ -	\$ -	\$ -	\$ -
				No			\$24,020	\$25,005	\$31,049				Yes						
				No			\$19,000	\$19,500	\$22,764				Yes						
				No				\$7,063	\$7,825				Yes						
				No															
1																			
2																			
5																			

Continue rows as needed.

* Further information is available in the "Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy" (Council Policy No. 5475)

Affordable Housing Agreement (CMHC (90%))
 8520 Railway Avenue
 Application No. DP 24-012854 (DPC#3)
 Housing Bylaw No. 10789