



**Planning Committee
Electronic Meeting**

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

**Tuesday, December 2, 2025
4:00 p.m.**

Pg. # ITEM

MINUTES

Motion to adopt the minutes of the meeting of the Planning Committee held on November 18, 2025 (distributed separately).



NEXT COMMITTEE MEETING DATE

December 16, 2025, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

- 1. APPLICATION BY PETER LIU FOR A ZONING TEXT AMENDMENT TO THE “RESIDENTIAL MIXEDUSE COMMERCIAL (ZMU17) – RIVER DRIVE/NO. 4 ROAD (BRIDGEPORT)” ZONE TO ADD “HEALTH SERVICE, MINOR” AS A PERMITTED USE AT UNIT 2005 - 10011 RIVER DRIVE**
(File Ref. No. ZT 25-007646) (REDMS No. 8216986)

PLN-3

See Page PLN-3 for full report

Designated Speakers: Cynthia Lussier and Chris Bishop

Planning Committee Agenda – Tuesday, December 2, 2025

Pg. # ITEM

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10726, for a Zoning Text Amendment to the “Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)” zone to add “Health service, minor” as a permitted use at Unit 2005 - 10011 River Drive, be introduced and given first reading.

☐

2. **HOUSING AGREEMENT AMENDMENT APPLICATION FOR 7378 & 7388 GOLLNER AVENUE (FORMERLY 6251 MINORU BOULEVARD)**

(File Ref. No. 08-4057-05) (REDMS No. 8210765)

PLN-16

See Page PLN-16 for full report

Designated Speaker: Greg Newman

STAFF RECOMMENDATION

That Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996, Amendment Bylaw No. 10677 be introduced and given first, second, and third readings.

☐

3. **MANAGER’S REPORT**

ADJOURNMENT

☐



City of Richmond

Report to Committee

To: Planning Committee
From: Joshua Reis
Director, Development

Date: November 17, 2025
File: ZT 25-007646

Re: Application by Peter Liu for a Zoning Text Amendment to the "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" Zone to Add "Health Service, Minor" as a Permitted Use at Unit 2005 - 10011 River Drive

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10726, for a Zoning Text Amendment to the "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" zone to add "Health service, minor" as a permitted use at Unit 2005 - 10011 River Drive, be introduced and given first reading.

Joshua Reis
Director, Development
(604-247-4625)

JR:cl
Att. 5

REPORT CONCURRENCE
CONCURRENCE OF GENERAL MANAGER

Staff Report

Origin

Peter Liu has applied on behalf of 663904 B.C. Ltd. (Yu Li), to amend the “Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)” zone to add “Health service, minor” as a permitted use in Unit 2005 - 10011 River Drive. A location map and aerial photo of the subject site are provided in Attachment 1.

This application is to enable a dental office to operate in Unit 2005, which is located on the entire second floor of the non-residential portion of the existing mixed-use building at 10011 River Drive (Attachment 2). A dental office falls under the definition of “Health service, minor” in Richmond Zoning Bylaw 8500. Since “Health service, minor” is not a permitted use in the ZMU17 zone, this application for a Zoning Text Amendment is required to enable the proposed dental office.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 3.

Existing Site Context and Surrounding Development

The subject site is located on the north side of River Drive in the Tait neighbourhood of the Bridgeport Planning Area, between No. 4 Road and Shell Road. The subject site currently contains:

- A mixed commercial/office and residential apartment building of up to four storeys along the River Drive frontage;
- A mixed commercial/office and residential amenity building of up to two storeys behind the front building and along the west side of the site; and
- A six-storey residential apartment building in the northeast portion of the site oriented towards the north arm of the Fraser River.

Existing development immediately surrounding the subject site is as follows:

To the North: Is the dike trail segment of the Tait Waterfront Park system which runs along the Fraser River.

To the South: Immediately across River Drive, are lots zoned “Small-Scale Multi-Unit Housing (RSM/L), each containing residential dwellings.

To the East: Is a mix of two to three-storey townhouses and a six-storey residential apartment building on a ZMU17-zoned lot.

To the West: Is Tait Waterfront Park (West) on City-owned property zoned “School & Institutional Use (SI)”.

Related Policies & StudiesOfficial Community Plan/Bridgeport Area Plan

The Official Community Plan (OCP) land use designation for the subject site is “Mixed Use” and the Bridgeport Area Plan land use designation is “Residential Mixed-Use (Max. 6 Storey; 1.45)” (Attachment 4). This application for a Zoning Text Amendment to add the “Health service, minor” use to the existing ZMU17 zone is consistent with the land use designations.

Aircraft Noise Sensitive Development Policy

The OCP’s Aircraft Noise Sensitive Development (ANSD) Policy applies to the subject site, which is located within the “High Aircraft Noise Area (Area 2)” in which all aircraft noise sensitive land uses may be considered except for certain scenarios involving new single detached residential developments. This Zoning Text Amendment application to add “Health service, minor” as a permitted use in the ZMU17 zone at Unit 2005 - 10011 River Drive is consistent with the ANSD Policy.

An aircraft noise covenant was registered on Title in 2011 when the site was rezoned to allow the existing development.

Public Consultation

In accordance with the City’s Early Public Notification Policy 1316, notice of this application was provided to residents within 100 metres of the subject site. In addition, a rezoning sign has been installed on the subject property. Aside from one general inquiry about the application, staff have not received any comments from the public about the rezoning application in response to the early public notification or placement of the rezoning information sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing where any area resident or interested party will have an opportunity to comment.

Public notification for the Public Hearing will be provided as per the *Local Government Act* and the City’s *Zoning Bylaw 8500*. Prior to final adoption of the zoning text amendment bylaw, the applicant is required to pay the cost associated with mailing the Notices of Public Hearing, consistent with the City’s Consolidated Fees Bylaw No. 8636, as amended.

Analysis

This proposal is to add “Health service, minor” as permitted use in the ZMU17 zone in order to permit a dental office to operate on the second floor of the existing non-residential portion of the existing mixed-use building at Unit 2005-10011 River Drive.

The existing on-site parking is sufficient to accommodate the proposal, with 11 spaces in the parkade available for employees of the proposed dental office and a total of 17 surface parking spaces available for customers of all non-residential uses on-site.

This proposal is consistent with the overall vision and goals of the Bridgeport Area Plan to enhance the area’s livability through the provision of convenient and appropriate local services and with the area-specific objectives to provide a mix of limited commercial and residential land uses on the north side of River Drive between No. 4 Road and Shell Road in the Tait Neighbourhood. On this basis, staff are supportive of this application.

Should the proposed Zoning Text Amendment be approved by City Council, all uses that fall under the definition of “Health service, minor” would be permitted to operate in Unit 2005 – 10011 River Drive (e.g., medical and dental offices, health clinics, physiotherapy clinics, counselling services, etc.).

Site Servicing and Frontage Improvements

Since the site has already recently been redeveloped to current City standards, there are no site servicing concerns or frontage improvements required as part of this Zoning Text Amendment application.

Financial Impact

None.

Conclusion

This Zoning Text Amendment application to amend the ZMU17 zone to add “Health service, minor” as a permitted use in Unit 2005 - 10011 River Drive to enable a dental office complies with the land use designation and applicable policies contained within the OCP for the subject site.

The brief list of Rezoning Considerations is included in Attachment 5, which has been agreed to by the applicant (signed concurrence on file).

On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10726 be introduced and given first reading.



Cynthia Lussier
Planner 2
(604-276-4108)

CL:js

- Att.
- 1: Location Map/Aerial Photo
 - 2: Context plans showing location of proposed dental office
 - 3: Development Application Data Sheet
 - 4: Bridgeport Area Plan Land Use Map
 - 5: Rezoning Considerations



City of
Richmond

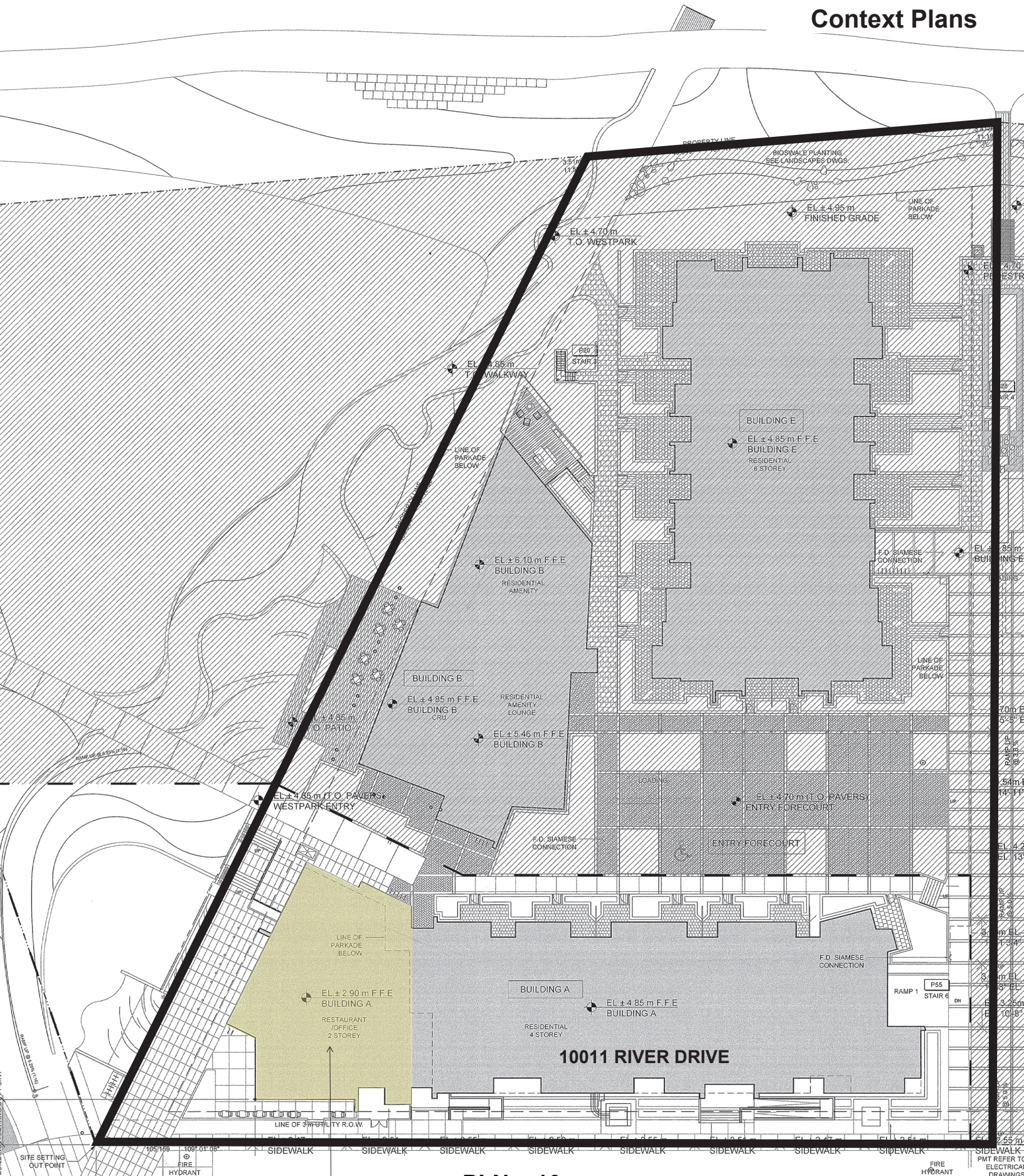


ZT 25-007646

Original Date: 9/29/25
Revision Date: 11/17/25

Note: Dimensions are in METRES

PLN - 9



DENTIST'S OFFICE IS PROPOSED TO BE LOCATED ON
THE 2ND FLOOR OF THIS NON-RESIDENTIAL PORTION
OF THE BUILDING

PLN - 10

RIVER DRIVE



Development Application Data Sheet
Development Applications Department

ZT 25-007646

Address: Unit 2005 - 10011 River Drive (Strata Lot 60, Strata Plan EPS2699)

Applicant: Peter Liu

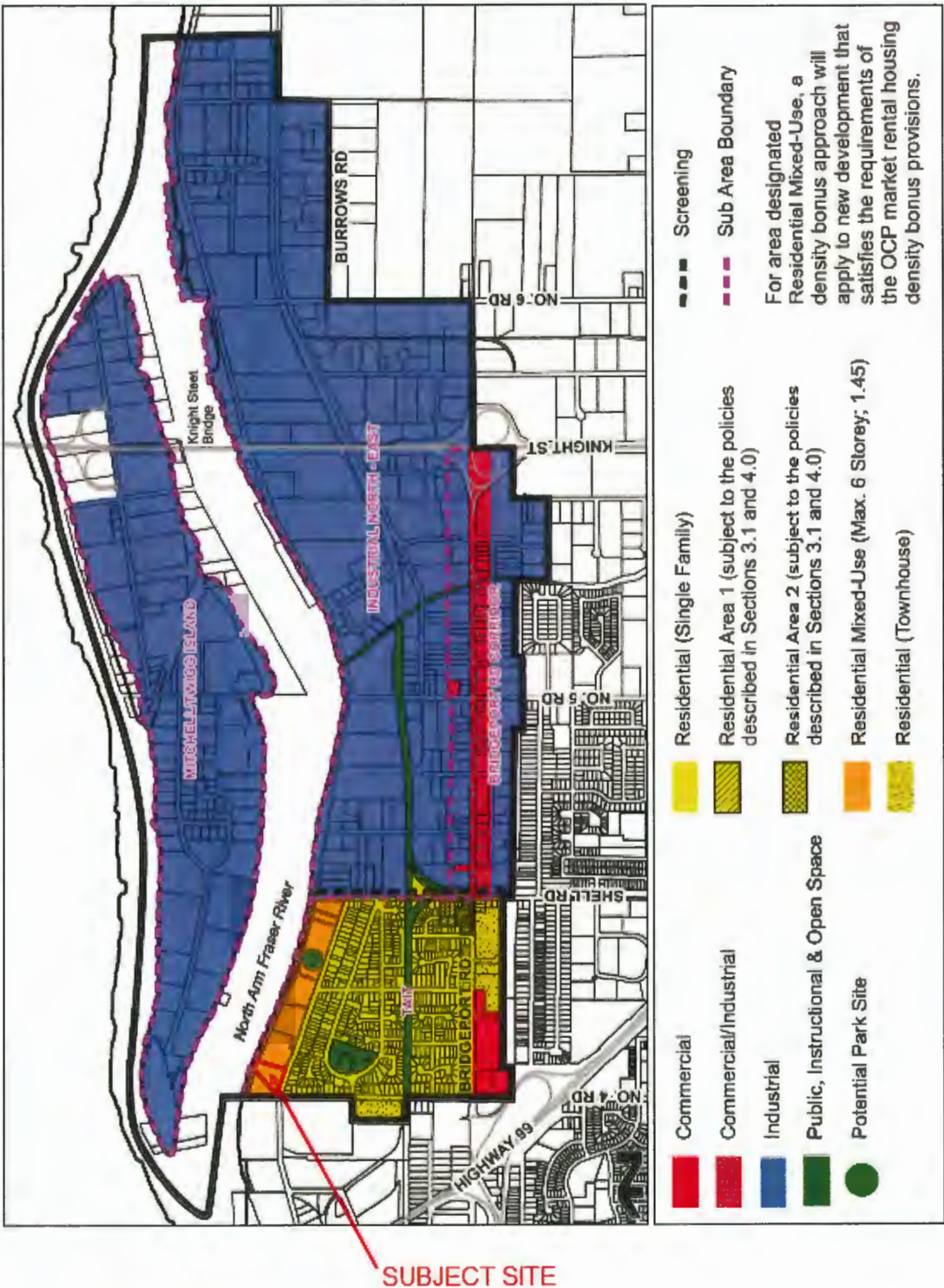
Planning Area(s): Bridgeport

	Existing	Proposed
Owner:	663904 B.C. Ltd. (Director: Yu Li)	No change
Unit Size:	Approximately 520 m ²	No change
OCP Designation:	Mixed Use	No change
Area Plan Designation:	Residential Mixed-Use (Max. 6 Storey; 1.45	No change
Zoning:	Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)	No change
Health service, minor	Not permitted	To be permitted in Unit 2005 – 10011 River Drive

City of Richmond

Land Use Map – Bridgeport

Bylaw 10375
2022/06/20



Original Adoption: March 16, 1992 / Plan Adoption: September 14, 2009
3387639



City of
Richmond

ATTACHMENT 5

Rezoning Considerations
Development Applications Department
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: Unit 2005 - 10011 River Drive

File No.: ZT 25-007646

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10726, the applicant is required to complete the following:

1. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

Note:

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

[signed concurrence on file]

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10726 (ZT 25-007646)
10011 River Drive**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 20.17 [Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)] by:
 - a) adding “**health service, minor**” to Section 20.17.2 **Permitted Uses**, in alphabetical order;
 - b) inserting the following as new Section 20.17.11.2, and renumbering the remaining sections accordingly:

“2. A **minor health service** located in this **zone** is only permitted on the following **lot**:
Unit 2005 - 10011 River Drive
(PID 029-745-217)
Strata Lot 60 Sections 14 and 23 Block 5 North Range 6 West New Westminster
District Strata Plan EPS2699.”
2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10726**”.

FIRST READING

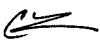
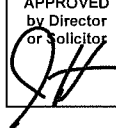
PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee **Date:** November 6, 2025
From: Peter Russell **File:** 08-4057-05/2025-Vol 01
Director, Housing
Re: **Housing Agreement Amendment Application for 7378 & 7388 Gollner Avenue (formerly 6251 Minoru Boulevard)**

Staff Recommendations

That Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996, Amendment Bylaw No. 10677 be introduced and given first, second, and third readings.

Peter Russell
Director, Housing
(604-276-4130)

Att. 1

REPORT CONCURRENCE		
ROUTED TO: Development Applications Law	CONCURRENCE ☒ ☒	CONCURRENCE OF DEPUTY CAO
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

This report outlines a request from the property owner Richmond Kiwanis Senior Citizens Housing Society ('Kiwanis') to amend definitions relating to tenant eligibility and permitted rent as set out in Housing Agreement Bylaw No. 8996. The noted Bylaw applies to 296 non-market rental homes provided within two separate towers named Kiwanis Towers, located at 7378 & 7388 Gollner Avenue (formerly 6251 Minoru Boulevard). The 296 non-market homes were secured through rezoning application RZ 11-591685.

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

Kiwanis is a non-profit organization that primarily serves low-income seniors. The Kiwanis Towers project serves this population and its housing agreement has a unique affordability structure which originates from the City's endorsement of the project as qualifying for special development circumstances, being that the project would provide homes to low-income seniors and set maximum rent rates below the rates stipulated in the Affordable Housing Strategy.

In order to realize improved housing affordability in the development, the City made available funds from its Affordable Housing Reserve. This funding consisted of \$3.3 million towards development cost charges, servicing costs, and building permit fees, in addition to \$20.8 million largely directed towards infrastructure and construction costs. As it relates to the latter, most of this funding came by way of an affordable housing value transfer (AHVT). Through the AHVT, the City was able to secure roughly \$18.7 million in contributions from Polygon, who provided cash-in-lieu of building low-end of market rental (LEMR) homes in several of their built and, at the time, forthcoming developments. The City's contributions also supported Kiwanis' application to BC Housing for construction and mortgage financing. Collectively, these measures enabled Kiwanis to deliver non-market housing to low-income seniors at a depth of affordability which exceeds that secured through the City's LEMR program.

Adjusting Maximum Rents

The current Kiwanis Towers housing agreement sets maximum rent rates at between 19% and 32% below 2011 CMHC average market rents; with the rents varying depending on the size of the unit. Similarly, income thresholds vary depending on the number of tenants in a unit such that rent represents between 18% and 25% of household income. The existing agreement allows for rent increases and corresponding increases in income thresholds, based on any increase in the consumer price index (CPI).

As outlined in the report titled “Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing” dated October 16, 2024, over the past ten years maintenance, insurance and debt servicing costs associated with rental housing have increased more than the rate of any increase in CPI. Kiwanis has made an application to amend the Kiwanis Towers housing agreement to support the long-term financial viability of maintaining the 296 non-market rental homes. The request of Kiwanis is to set maximum permitted rents at 30% below the Canada Mortgage and Housing Corporation (CMHC) average market rent for Richmond, which is lower than the current LEMR rent threshold of 10% below CMHC average market rents. Attachment 1 includes a letter from Kiwanis requesting the amendments to support the organization’s long-term mandate to serve seniors in the community.

Adjusting Income Thresholds

All the 296 homes at Kiwanis Towers are one-bedroom units. Per the existing housing agreement, income limits are set such that annual rents fall between 18% and 25% of gross household income. The proposed income thresholds would be set at the point at which annual rents represent 25% of gross household income. This approach will simplify the City’s administrative oversight of the non-market rental homes and will increase eligibility for the non-market homes.

Impacts to Existing Tenants

The 296 homes at Kiwanis Towers have been tenanted since 2015. Table 1 below summarizes the current and proposed maximum rents and income thresholds. None of the existing tenants would be impacted by the proposed rent change and associated increase in income thresholds. At tenant turnover, new tenants would have their rents set at 30% below the then-current CMHC average market rent for Richmond. From that point onward, rents could only be increased by any rent increase permitted under the *Residential Tenancy Act*.

Table 1- Maximum Rent Rate and Income Threshold Comparison

	Existing agreement	Proposed 30% below CMHC (2025)	LEMR 10% below CMHC (2025)
Maximum Rent	\$851–\$976	\$1,207	\$1,552
Income Threshold	\$51,236–\$59,326	\$57,936	\$62,080

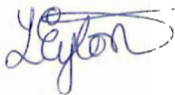
Overall, the proposed amendments will simplify the rent and income structure while mirroring the structure used when the agreement was first approved.

Financial Impact

None

Conclusion

The proposed housing agreement amendment will uphold the objective of Council as it relates to delivering non-market, deeply affordable homes to Richmond residents in addition to serving seniors, which is a priority group recognized in the Affordable Housing Strategy. The amendments will also help align rents and income thresholds with current CMHC average market rents specific to Richmond, allowing for greater cost recovery and overall financial stability over the long term.

A handwritten signature in blue ink, appearing to read 'Eyton', is positioned above the printed name.

Laurel Eyton
Planner 1, Affordable Housing
(604-247-4944)

Att. 1: Letter from Richmond Kiwanis Senior Citizens Housing Society



March 20, 2025

Cade Bedford
Planner 2 - Affordable Housing
Housing Office | Deputy CAO's Office
City of Richmond
6911 No. 3 Road, Richmond, BC V6Y 2C1

Dear Cade,

Re: Request for Amendment to Housing Agreement – Update of Rent and Income Thresholds

I am writing to formally request an amendment to the existing Housing Agreement between Richmond Kiwanis Senior Citizens Housing Society and the City of Richmond.

We respectfully request that the rent and income thresholds be updated to 30% below the current CMHC rental rates. This adjustment is necessary for long term sustainability given the forever rising expenses including labour, insurance and maintenance costs.

We believe this amendment will significantly support our long term mandate of providing affordable housing for seniors in our community. We look forward to your support in this matter and would be happy to provide any additional information or clarification as needed.

Thank you for considering our request. I look forward to your positive response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cindy Chan'. The signature is fluid and cursive, with a large loop at the end.

Cindy Chan
President
Richmond Kiwanis Senior Citizens Housing Society



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

The Council of the City of Richmond enacts as follows:

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

FIRST READING

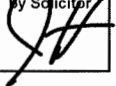
SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division 
APPROVED for legality by Solicitor 

Schedule 1 to Bylaw 10677

SCHEDULE 1

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

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

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

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

BETWEEN:

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

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. The Owner is the owner of the Lands (as hereinafter defined);
- B. The Owner and the City are party to a Housing Agreement dated for reference February 8, 2013 (the “**Original Agreement**”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996;
- C. The Owner and the City have agreed to amend the Original Agreement in accordance with the terms and conditions of this Amendment,

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

- 1.1 Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them under the Original Agreement.
- 1.2 The Original Agreement is hereby amended as follows:
 - (a) inserting the following new definitions in Section 1.1, in alphabetical order, and renumbering the remaining sections accordingly:

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

Housing Agreement (Section 483 *Local Government Act*)
Kiwani Towers – 7378 and 7388 Gollner Avenue
Housing Agreement Bylaw No. 8996, Amendment Bylaw No.10677

8072388

"CMHC Average Rental Rates" means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;"

- (b) deleting the definitions of "Eligible Senior Couple", and "Eligible Senior Individual" and replacing them with the following:

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

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

provided however that:

- B) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Dwelling Unit by such Eligible Senior Couple, such cumulative gross annual income for such Eligible Senior Couple shall be the cumulative gross annual income for such Eligible Senior Couple for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- C) in the absence of obvious error or mistake, any calculation by the City of an Eligible Senior Couple's permitted cumulative gross annual income in any particular year shall be final and conclusive.

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

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

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

provided however that:

- B) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Dwelling Unit by such Eligible Senior Couple, such cumulative gross annual income for such Eligible Senior Couple shall be the cumulative gross annual income for such Eligible Senior Couple for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- C) in the absence of obvious error or mistake, any calculation by the City of an Eligible Senior Couple's permitted cumulative gross annual income in any particular year shall be final and conclusive.

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

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

““**Permitted Rent**” means:

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

provided that:

- B) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Rental Unit is occupied by the Eligible Senior under the Tenancy Agreement; and
- C) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;”;

- (d) deleting subsection 3.2(c) and replacing it with the following:

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

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

(f) inserting the following as new Section 3.5:

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

(a) includes the following provision:

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

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

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

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

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

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

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

(h) deleting Schedule B from the Original Agreement.

1.3 From and after the date written above, this Amendment will be read and construed along with the Original Agreement and the covenants, terms, conditions, and agreements

Housing Agreement (Section 483 *Local Government Act*)
Kivanas Towers – 7378 and 7388 Gollner Avenue
Housing Agreement Bylaw No. 8996, Amendment Bylaw No. 10677

contained in the Original Agreement will continue in full force and effect other than as modified by this Amendment, and the parties hereto ratify and affirm the Original Agreement as modified by this Amendment.

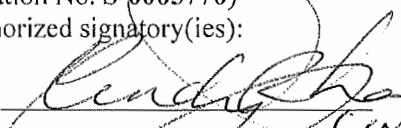
- 1.4 The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.
- 1.5 This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
- 1.6 If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 1.7 Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 1.8 Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 1.9 If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

[remainder of page intentionally blank]

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

**RICHMOND KIWANIS SENIOR
CITIZENS HOUSING SOCIETY**

(Incorporation No. S-0005770)
by its authorized signatory(ies):

Per: 
Name: CINDY CHAN

Per: 
Name: PETER SO

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

APPENDIX A TO AMENDMENT TO HOUSING AGREEMENT

SCHEDULE A to Housing Agreement

STATUTORY DECLARATION (Affordable Housing Units)

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

I, _____ (*full name*),

of _____ (*address*) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the "**Owner**") of the Affordable Housing Units;

or,

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

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

Housing Agreement (Section 483 *Local Government Act*)
Kiwanis Towers – 7378 and 7388 Gollner Avenue
Housing Agreement Bylaw No. 8996, Amendment Bylaw No.10677

... 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 Manager Phone Number:		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)								
Property Management Company:		Property Manager Email:		Property Manager Name:		Property Manager Phone Number:		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)								
Unit and Household Information				Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)								
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No No No No	1	1	2022	\$31,049 \$22,764 \$7,825	Yes Yes Yes	\$61,633	\$1,611.19	\$	\$	\$	\$	\$
1																
2																
5																

Continue rows as needed.

Housing Agreement (Section 483 Local Government Act)
Kiwanis Towers – 7378 and 7388 Gollner Avenue
Housing Agreement Bylaw No. 8996, Amendment Bylaw No.10677
8072388

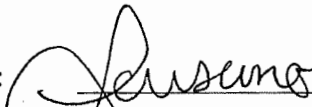
CONSENT AND PRIORITY AGREEMENT

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

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

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

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

Per: 
Name: _____

Loredana Cusano
Business and Commercial Lending Coordinator

Per: 
Name: _____

Paolo Rubino
Team Manager
Business and Commercial Lending Administration