



**Planning Committee
Electronic Meeting**

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

**Tuesday, December 3, 2024
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on November 19, 2024.*



NEXT COMMITTEE MEETING DATE

December 17, 2024, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. **RESPONSE TO METRO VANCOUVER'S REFERRAL: METRO 2050 TYPE 3 AMENDMENT - REGIONAL AFFORDABLE RENTAL HOUSING TARGET IMPLEMENTATION GUIDELINE**
(File Ref. No. 01-0157-30-RGST1) (REDMS No. 7864976)

PLN-8

See Page PLN-8 for full report

Designated Speakers: Kevin Eng & John Hopkins

STAFF RECOMMENDATION

That the Metro Vancouver Regional District Board be advised that the City of Richmond has no further comments or concerns on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled “Response to Metro Vancouver's Referral: Metro 2050 Type 3 Amendment - Regional Affordable Rental Housing Target Implementation Guideline” dated November 18, 2024, from the Director, Policy Planning be provided to the Metro Vancouver Regional District Board.



DEPUTY CAO'S OFFICE

2. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10569, AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10570 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL (LEMR) UNITS, AND MARKET RENTAL UNITS AT 5300 NO. 3 ROAD**
(File Ref. No. 08-4057-05) (REDMS No. 7706013)

PLN-34

See Page PLN-34 for full report

Designated Speaker: Greg Newman

STAFF RECOMMENDATION

- (1) *That Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Low-End Market Rental (LEMR) Units required by the Rezoning Application RZ 23- 011557; and*
- (2) *That Housing Agreement (Market Rental Housing) (5300 No. 3 Road) Bylaw No. 10570 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by the Rezoning Application RZ 23-011557.*



3. **MANAGER'S REPORT**

Pg. #

ITEM

ADJOURNMENT





Planning Committee

Date: Tuesday, November 19, 2024

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo
Councillor Chak Au
Councillor Carol Day
Councillor Andy Hobbs

Also Present: Councillor Laura Gillanders
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 Planning Committee held on November 5, 2024, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

December 3, 2024, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. APPLICATION BY 1343356 BC LTD. FOR REZONING AT 6251 AND 6271 WILLIAMS ROAD FROM THE “SMALL-SCALE MULTI-UNIT HOUSING (RSM/L)” ZONE TO THE “LOW DENSITY TOWNHOUSES (RTL4)” ZONE

(File Ref. No. RZ 22-019094) (REDMS No. 7819480)

Staff highlighted that (i) the proposed rezoning will facilitate the development of ten townhouse units with vehicle access from Williams Road, (ii) four bylaw-sized on-site trees are marked for removal and will be replaced with 8 new trees, (iii) refinement of the site plan to finalize the frontage improvements and landscape plan will be examined during the development permit stage, and (iv) a servicing agreement is required for the design and construction of frontage improvements..

In reply to a query from Committee staff advised that (i) a certified arborist as well as the City’s Tree Preservation Coordinator have reviewed the feasibility of relocating the Cypress tree, (ii) the new onsite location for the relocated tree will be confirmed during the Development Permit stage, and (iii) the health of the significant adjacent tree on the adjacent site that is to be protected will be monitored by the arborist during construction.

It was moved and seconded

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw 10618, for the rezoning of 6251 and 6271 Williams Road from the “Small-Scale Multi-Unit Housing (RSM/L)” zone to the “Low Density Townhouses (RTL4)” zone, be introduced and given first, second and third reading.

CARRIED

2. RICHMOND HERITAGE COMMISSION BYLAW NO. 7906, AMENDMENT BYLAW NO. 10619

(File Ref. No. 01-0100-30-HCOM1-04) (REDMS No. 7837662)

In reply to a query from Committee, staff noted that Council has discretion on a case-by-case basis whether a member can be appointed to serve on the Committee past the term limit.

It was moved and seconded

That Richmond Heritage Commission Bylaw No. 7906, Amendment Bylaw 10619, to include term limits in alignment with the Appointments – Term Limits Policy 1020, be introduced and given first, second and third reading.

CARRIED

Planning Committee
Tuesday, November 19, 2024

3. CHANGES TO BC BUILDING CODE: SINGLE EXIT STAIR

(File Ref. No. 12-8360-01) (REDMS No. 7808805)

In response to queries from Committee, staff advised that (i) Richmond Fire Rescue (RFR) has two ladder sizes, 100 feet and 75 feet, (ii) incidents of rescues from an exterior balcony are rare and dangerous in reality, (iii) the single exit stair provision would widen the stairwell to 5 feet, (iv) longer ladders would require larger trucks, which pose other challenges, (v) due to concerns regarding potential safety risks, RFR is not advocating for the building code changes (vi) factors such as the use of non-combustible building materials and numerous, longer fire trucks are some reasons why the City of Seattle is able to support this type of occupancy, (v) the City's permitting can not overrule the BC Building Code, and (vi) changes to the BC Building Code have made it easier to construct secondary suites and a staff memorandum with additional information will be provided.

It was moved and seconded

That a letter outlining the City of Richmond's concerns regarding the BC Building Code changes to allow Single Exit Stair buildings, as outlined in the staff report titled "Changes to BC Building Code: Single Exit Stair" dated October 29, 2024, from the Director, Building Approvals and Fire Chief be sent to the following:

- (a) Premier;*
- (b) Minister of Housing;*
- (c) Minister of Public Safety and Solicitor General; and*
- (d) Members of the Legislative Assembly for Richmond.*

CARRIED

4. MANAGER'S REPORT

(i) Builders Breakfast

Staff provided an update on the Builders Breakfast and noted that the meeting explored (i) building and design issues of small-scale multi-unit housing, (ii) building height and on-site parking, and (iii) building code and construction requirements. Staff further advised that the feedback from the meeting and through the Let's Talk Richmond survey completed over the summer will be summarized and provided to Council in 2025.

Planning Committee
Tuesday, November 19, 2024

(ii) Open House for Official Community Plan Update

Staff highlighted that the City will be hosting a series of open houses, on a targeted update of the Official Community Plan which will focus on areas such as housing affordability, community equity, environmental protection and enhancement, climate change and mitigation. Staff further advised that a Let's Talk Richmond survey is available with a series of questions to gain insight into the high-level goals and objectives and ascertain whether anything else should be included as part of the review. It was noted that results of the survey will be provided to Council in 2025.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:27 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, November 19, 2024.

Councillor Bill McNulty
Chair

Sarah Goddard
Legislative Services Associate



To: Planning Committee **Date:** November 18, 2024

From: John Hopkins **File:** 01-0157-30-
Director, Policy Planning RGST1/2024-Vol 01

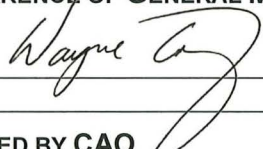

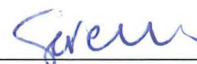
Re: **Response to Metro Vancouver's Referral: Metro 2050 Type 3 Amendment - Regional Affordable Rental Housing Target Implementation Guideline**

Staff Recommendation

That the Metro Vancouver Regional District Board be advised that the City of Richmond has no concerns on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled "Response to Metro Vancouver's Referral: Metro 2050 Type 3 Amendment - Regional Affordable Rental Housing Target Implementation Guideline" dated November 18, 2024, from the Director, Policy Planning be provided to the Metro Vancouver Regional District Board.

John Hopkins
Director, Policy Planning
(604-276-4279)

Att. 2

REPORT CONCURRENCE		
ROUTED TO: Housing Office	CONCURRENCE <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

The Metro Vancouver Regional District (MVRD) Board has initiated a process to amend the Metro 2050 Regional Growth Strategy (Metro 2050 RGS) in order to align the methodology of monitoring progress toward the regional affordable rental housing targets with the Regional Affordable Rental Housing Target Implementation Guideline, which was endorsed by the MVRD Board on July 26, 2024.

At its September 27, 2024 meeting, the Board of Directors of the Metro Vancouver Regional District (Metro Vancouver) adopted the following resolution:

That the MVRD Board:

- a) *initiate the Metro 2050 amendment process for the Metro 2050 Type 3 amendment to align Metro 2050 and the Regional Affordable Rental Housing Target Implementation Guideline;*
- b) *give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398, 2024"; and*
- c) *direct staff to notify affected local governments as per section 6.4.2 of Metro 2050.*

As part of Metro Vancouver's notification process, the City of Richmond has been invited to provide written comments on the proposed amendments by December 23, 2024.

This report supports Council's Strategic Plan 2022-2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement:

Proactive stakeholder and civic engagement to foster understanding and involvement and advance Richmond's interests.

1.1 Continue fostering effective and strategic relationships with other levels of government and Indigenous communities.

1.2 Advocate for the needs of Richmond in collaboration with partners and stakeholders.

Findings of Fact

The proposed amendment is a Type 3 amendment in accordance with the criteria and procedures contained in the Metro 2050 RGS, which requires that the amendment bylaw be passed by an affirmative 50% +1 weighted vote of the MVRD Board.

Background Information – Metro 2050 RGS

The Metro 2050 RGS was adopted on February 24, 2023 and includes a 15% regional affordable rental housing target for newly constructed housing in Urban Centres and Frequent Transit Development Areas. Metro 2050 RGS policies identify that regional affordable rental housing is to be located in transit oriented areas (designated Urban Centres and/or Frequent Transit Development Areas).

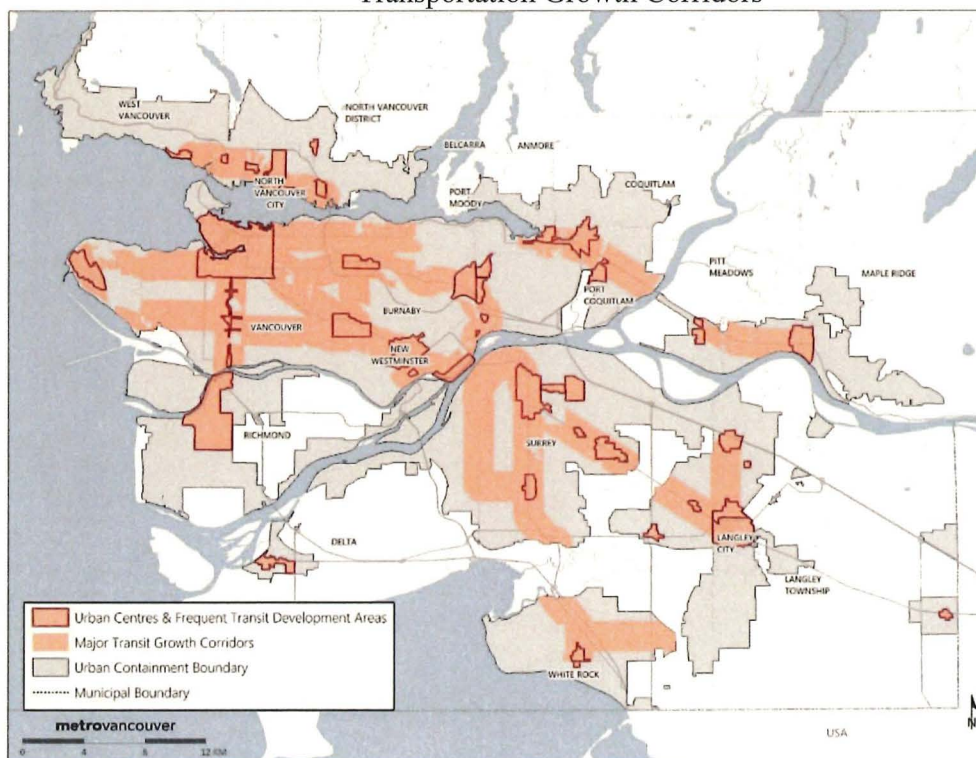
The City Centre Area Plan is a designated Urban Centre in the Metro 2050 RGS. The City’s approach of securing affordable housing (15% under the City’s Low End Market Rental – LEMR program in the City Centre Area Plan) and the rental housing incentive policies in the Official Community Plan (OCP) support the development of this housing in transit-oriented areas in accordance with the Metro 2050 RGS.

Summary of Proposed Amendments to Metro 2050 RGS

This section summarizes the proposed amendments to the Metro 2050 RGS based on the letter and accompanying report from Metro Vancouver that is contained in Attachment A.

- The Regional Affordable Rental Housing Target Implementation Guideline (Attachment B) was endorsed by the MVRD Board on July 26, 2024 and is a document that outlines the methodology used to monitor progress towards the regional affordable rental housing targets identified in the Metro 2050 RGS.
- In the development of the Regional Affordable Rental Housing Target Implementation Guideline, Major Transit Growth Corridors (MTGCs) were included as transit-oriented areas to be monitored in addition to the existing Urban Centres and Frequent Transit Development Areas. The combination of these three defined transit-oriented areas would be used to monitor regional affordable rental housing targets. Figure 1 shows a map of the Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors.

Figure 1 – Map of Urban Centres, Frequent Transit Development Areas, and Major Transportation Growth Corridors



- Metro Vancouver indicates that the proposed amendment is to ensure consistency between the endorsed Regional Affordable Rental Housing Target Implementation Guideline and the Metro 2050 RGS.
- Under current policies of the Metro 2050 RGS, only Urban Centres and Frequent Transit Development Areas are referenced as transit-oriented areas. The proposed amendment to the Metro 2050 RGS would add MTGCs as transit-oriented areas to be monitored and would allow affordable rental housing secured in these areas to be applied towards the achieving regional targets.
- No changes are proposed to the regional affordable rental housing targets identified in the Metro Vancouver 2050 RGS.

Analysis

City of Richmond Review of the Proposed Metro 2050 RGS Amendment

City staff have reviewed the proposed amendments to the Metro 2050 RGS and note the following:

- In Richmond, there are no Major Transit Growth Corridors identified under the proposed changes by Metro Vancouver. Furthermore, the defined and designated Urban Centre in Richmond remains the same geographic area corresponding with the OCP City Centre Area Plan. As a result, the proposed change to the Metro 2050 RGS will not have any impacts in Richmond.
- The proposed amendment will ensure consistency between the Metro 2050 RGS and MVRD Board endorsed Regional Affordable Rental Housing Target Implementation Guideline.
- No changes are proposed to the regional affordable rental housing target and focusing this housing in transit-oriented areas, outlined in the Metro Vancouver 2050 RGS. Further, Richmond's Low End Market Rental Program and supporting affordable housing policies in the OCP are aligned with and will help achieve the regional affordable rental housing targets identified in the Metro 2050 RGS.

Based on the above, staff recommend that the MVRD Board be advised that the City of Richmond has no concerns for the proposed amendments to the Metro 2050 RGS.

Financial Impact

None.

Conclusion

Metro Vancouver has provided information in relation to a proposed amendment to the methodology of monitoring progress toward the regional affordable rental housing target identified in Metro 2050 RGS and referred the proposed amendment to the Metro 2050 RGS to the City of Richmond for comment.

November 18, 2024

- 5 -

Based on this review, City staff recommend that the Metro Vancouver Regional District Board be advised that the City of Richmond has no concerns on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled "Response to Metro Vancouver's Referral: Metro 2050 Type 3 Amendment - Regional Affordable Rental Housing Target Implementation Guideline" dated November 18, 2024, from the Director, Policy Planning be provided to the Metro Vancouver Regional District Board.



Kevin Eng
Planner 3
(604-247-4626)

KE:cas

Att. A: Metro Vancouver Letter and Report

B: Regional Affordable Rental Housing Target Implementation Guideline

Office of the Chair
Tel. 604-432-6215 or via Email
CAOAdministration@metrovancover.org

November 7, 2024

File: CR-12-01
Ref: RD 2024 09 27

Mayor Malcolm Brodie and Council
City of Richmond
6911 No. 3 Rd
Richmond, BC V6Y 2C1
VIA EMAIL: mbrodie@richmond.ca; mayorandcouncillors@richmond.ca

Dear Mayor Malcolm Brodie and Council:

**Metro 2050 Type 3 Amendment – Regional Affordable Rental Housing Target
Implementation Guideline**

Metro 2050, the regional growth strategy, is the regional federation's plan for managing growth coming to Metro Vancouver that outlines the protection of important lands like agriculture, ecologically important and industrial lands; contains growth within an urban containment boundary and directs it to transit-oriented locations; and supports the efficient provision of utilities and transit. To support these objectives, *Metro 2050* includes several regional targets for all member jurisdictions to collectively work towards. *Metro 2050* outlines the process for proposed amendments to these targets.

Since *Metro 2050* was adopted on February 24, 2023, Metro Vancouver staff have worked on developing the methodology to measure each of the regional targets contained within the regional growth strategy. At its July 26, 2024 meeting, the Metro Vancouver Regional District (MVRD) Board endorsed the *Regional Affordable Rental Housing Target Implementation Guideline*, which defines the methodology for the *Regional Affordable Rental Housing Target*. In developing the methodology, staff recommended that Major Transit Growth Corridors (MTGCs) be included in the transit-oriented geographies being monitored in addition to Urban Centres and Frequent Transit Development Areas (FTDAs). The addition of MTGCs addresses challenges with data suppression and allows for newly completed affordable rental housing units added within a contiguous geography that is well-served by public transit to be monitored.

To ensure consistency between the endorsed *Regional Affordable Rental Housing Target Implementation Guideline* and *Metro 2050*, a Type 3 amendment to *Metro 2050* is required in three areas pertaining to the regional affordable rental housing target, to add MTGCs to the description of the target geography. The proposed revisions are administrative, and do not alter the policy intent of *Metro 2050*, which is to increase affordable rental housing in regionally significant, transit-oriented geographies.

71062570

At its September 27, 2024 regular meeting, the Board of Directors of the MVRD passed the following resolution:

That the MVRD Board:

- a) *initiate the Metro 2050 amendment process for the Metro 2050 Type 3 amendment to align Metro 2050 and the Regional Affordable Rental Housing Target Implementation Guideline;*
- b) *give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398, 2024"; and*
- c) *direct staff to notify affected local governments as per section 6.4.2 of Metro 2050.*

The proposed amendment is a Type 3 amendment to *Metro 2050*, which requires that an amendment bylaw be passed by the MVRD Board by an affirmative 50% + 1 weighted vote. For more information on regional growth strategy amendment procedures, please refer to Sections 6.3 and 6.4 of *Metro 2050*. Enclosed is a Metro Vancouver staff report dated August 19, 2024, titled "*Metro 2050 Type 3 Amendment – Regional Affordable Rental Housing Target Implementation Guideline*" providing background information and an assessment of the proposed amendment regarding its consistency with *Metro 2050*.

You are invited to provide written comments on the proposed amendment. If you have questions or wish to comment with respect to the proposed amendment, please contact Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, by phone at 604-432-6391, or by email at jonathan.cote@metrovancover.org by **December 23, 2024**.

Yours sincerely,



Mike Hurley
Chair, Metro Vancouver Board

MH/JC/dj

cc: Serena Lusk, Chief Administrative Officer, City of Richmond
Jerry W. Dobrovolny, Commissioner/Chief Administrative Officer, Metro Vancouver
Heather McNell, Deputy Chief Administrative Officer, Policy and Planning, Metro Vancouver

Encl: [Metro Vancouver Board report dated August 19, 2024, titled "Metro 2050 Type 3 Amendment – Regional Affordable Rental Housing Target Implementation Guideline"\(page. 282\)](#)

71062570

To: Regional Planning Committee

From: Mikayla Tinsley, Senior Policy and Planning Analyst,
Regional Planning and Housing Services

Date: August 19, 2024

Meeting Date: September 6, 2024

Subject: **Metro 2050 Type 3 Amendment – Regional Affordable Rental Housing Target Implementation Guideline**

RECOMMENDATION

That the MVRD Board:

- a) initiate the *Metro 2050* amendment process for the *Metro 2050* Type 3 amendment to align *Metro 2050* and the Regional Affordable Rental Housing Target Implementation Guideline;
 - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398, 2024"; and
 - c) direct staff to notify affected local governments as per section 6.4.2 of *Metro 2050*.
-

EXECUTIVE SUMMARY

Metro Vancouver is developing and updating a suite of implementation guidelines to support the implementation of *Metro 2050*. An implementation guideline for the Regional Affordable Rental Housing Target was endorsed by the MVRD Board at its July 26, 2024 meeting. It defines and communicates the methodology that Metro Vancouver will use to monitor progress toward the regional affordable rental housing target described in *Metro 2050*.

In developing the methodology for the target, staff recommended that Major Transit Growth Corridors (MTCGs) be included in the transit-oriented geographies being monitored in addition to Urban Centres and Frequent Transit Development Areas (FTDAs). Adding MTCGs addresses challenges with data suppression and allows for newly completed affordable rental housing units added within a contiguous geography that is well-served by public transit to be monitored.

To ensure consistency between the endorsed Regional Affordable Rental Housing Target Implementation Guideline and *Metro 2050*, an amendment to *Metro 2050* is required to add MTCGs to the wording in three areas pertaining to the regional affordable rental housing target. The proposed revisions are administrative, and do not alter the policy intent of *Metro 2050*, which is to increase affordable rental housing in regionally significant, transit-oriented geographies. The proposed amendment is comprised of the following:

- Update the wording under Goal 4 Policies 4.2.3 and 4.2.7 a) to include Major Transit Growth Corridors; and,
- Update the wording under Section G Performance Monitoring to include Major Transit Growth Corridors for the affordable rental housing target.

This *Metro 2050* Type 3 amendment requires adoption through an amendment bylaw passed by an affirmative 50% + 1 weighted vote of the MVRD Board.

PURPOSE

To provide the Regional Planning Committee and MVRD Board with the opportunity to initiate the amendment process for *Metro 2050* to align with the endorsed methodology of the Regional Affordable Rental Housing Target Implementation Guideline through a *Metro 2050* Type 3 amendment.

BACKGROUND

At its July 26, 2024 meeting, the MVRD Board received a report titled “Metro 2050 Implementation Guideline – Regional Affordable Rental Housing Target”, outlining the proposed methodology for the Regional Affordable Rental Housing Target described in *Metro 2050* Policies 4.2.3 and 4.2.7 a), and endorsed the associated *Metro 2050* Implementation Guideline (Reference 1). The report identified minor wording changes that would be required to *Metro 2050* to implement the methodology, and that a Type 3 amendment to implement those wording changes would be put forward for MVRD Board consideration at a future meeting.

PROPOSED METRO 2050 AMENDMENT

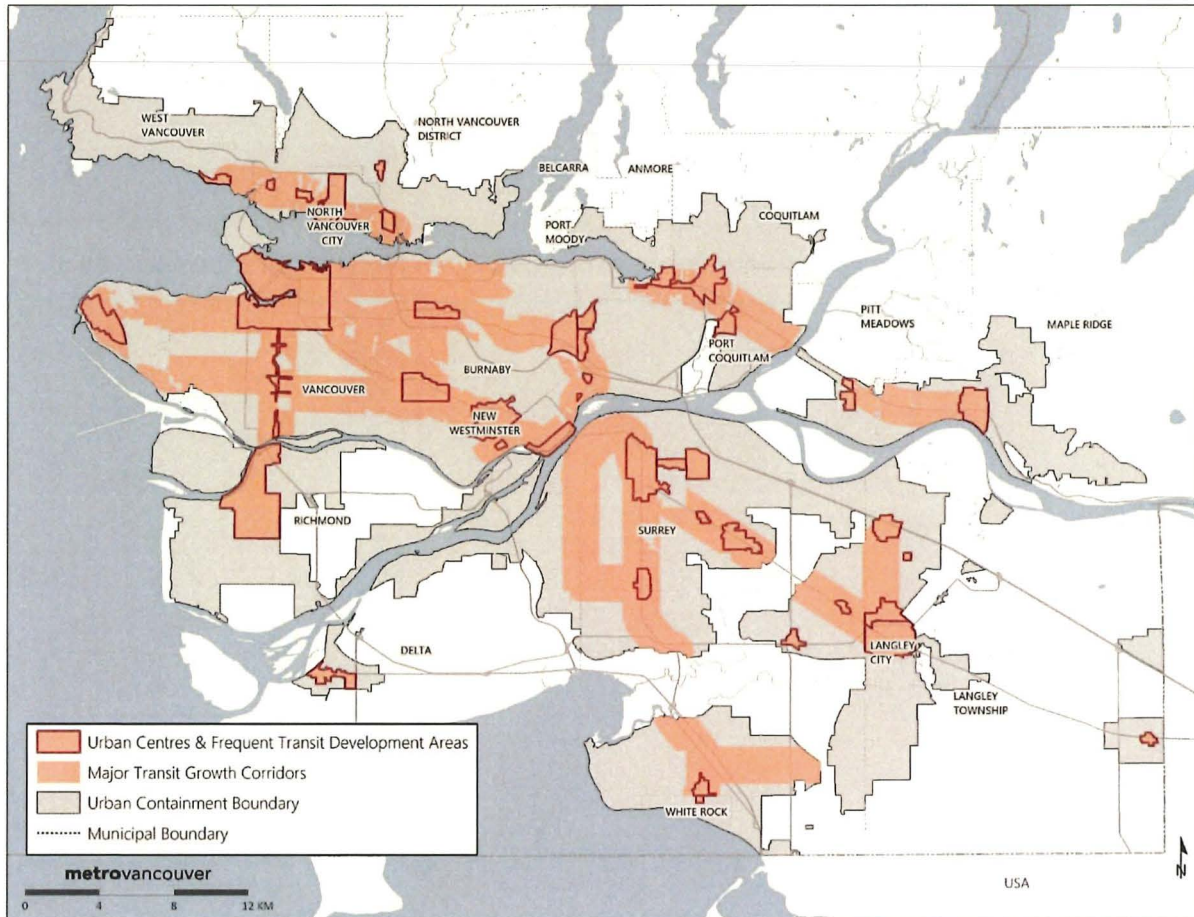
The regional affordable rental housing target in *Metro 2050* was designed to reflect the importance of affordable housing in regionally-significant areas that are well-served by public transportation, and therefore focused on monitoring target progress in Urban Centres and FTDA's. However, when developing the methodology for monitoring the regional affordable rental housing target, staff determined that the transit-oriented geographies included in the monitoring should be expanded to also include MTGCs. Adding MTGCs addresses challenges with data suppression, and allows for newly completed affordable rental housing units added within a contiguous geography that is well-served by public transit to be measured under the target. Additionally, it will make achieving target more feasible and meaningful, because it allows for more potential sites to locate affordable housing due to the expanded geography that now includes shoulder areas that may have more moderate land prices, but are still well-served by transit. These changes are consistent with original intent of the affordable housing target identified in *Metro 2050* and will provide a more relevant geography to measure the regions progress for its affordable housing target. These geographies are combined and shown in Map 1 below.

To align the Regional Affordable Rental Housing Target Implementation Guideline and *Metro 2050*, an amendment to *Metro 2050* is required to change the wording in three sections pertaining to the regional affordable rental housing target to reflect the inclusion of MTGCs in the geography. *Metro 2050* Policy 6.3.4 i) states “housekeeping amendments to figures, tables or maps, performance measures or any other items related to document structure that do not alter the intent of the regional growth strategy” or “all other amendments not identified in sections 6.3.1 or 6.3.3” are considered Type 3 amendments. Type 3 amendments require adoption through an amendment bylaw passed by an affirmative 50% + 1 weighted vote of the MVRD Board.

The proposed revisions do not alter the intent of *Metro 2050*. The intent of the policy is to measure the growth of affordable rental housing units in transit-oriented geographies. Urban Centres and FTDA's were selected as they are regionally-significant areas defined in *Metro 2050* that are generally well-served by transit. Adding MTGCs creates a contiguous geography, and still meets

the intent of the adopted policy, while increasing opportunities for member jurisdictions to contribute to the target.

Map 1: Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors



The proposed amendments include the following text amendments:

- Update the wording under Goal 4 Policies 4.2.3 and 4.2.7 a) to include Major Transit Growth Corridors; and,
- Update the wording under Section G Performance Monitoring to include Major Transit Growth Corridors for the affordable rental housing target.

METRO 2050 AMENDMENT PROCESS AND NEXT STEPS

If the amendment is initiated and the associated bylaw receives 1st, 2nd, and 3rd readings, it will then be referred to affected local governments, local First Nations, the Ministry of Transportation, and Translink, as well as posted on the Metro Vancouver website for a minimum of 45 days to provide an opportunity for comment. *Metro 2050* identifies additional public engagement opportunities that may be used at the discretion of the MVRD Board including: appearing as a delegation to the Regional Planning Committee or the MVRD Board when the amendment is being

considered. All comments received will be summarized and included in a report advancing the bylaw to the MVRD Board for consideration of final adoption.

ALTERNATIVES

1. That the MVRD Board:
 - a) initiate the *Metro 2050* amendment process for the *Metro 2050* Type 3 amendment to align *Metro 2050* and the Regional Affordable Rental Housing Target Implementation Guideline;
 - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398, 2024"; and
 - c) direct staff to notify affected local governments as per section 6.4.2 of *Metro 2050*.
2. That the MVRD Board receive for information the report dated August 19, 2024, titled "*Metro 2050* Type 3 Amendment – Wording Change for Regional Affordable Rental Housing Target Implementation Guideline".

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report. All work to develop implementation guidelines is within the Regional Planning work program and was considered as part of the 2023 and 2024 Board-approved budgets.

CONCLUSION

The Regional Affordable Rental Housing Target Implementation Guideline was created to support the interpretation and implementation of *Metro 2050* goals, strategies and actions. The new Implementation Guideline was endorsed by the MVRD Board at its July 26, 2024 meeting. The methodology outlined in the Regional Affordable Rental Housing Target Implementation Guideline expands the geographies mentioned for the target in *Metro 2050*, to include MTCGs, in addition to Urban Centres and FTDA's. Adjusting the target to include MTCGs allows additional areas that are well-served by transit to be monitored under the target, and solves challenges posed by data suppression. Staff are bringing forward a *Metro 2050* Type 3 amendment to adjust the target wording in *Metro 2050* to include MTCGs to ensure consistency between *Metro 2050* and the methodology of the recently adopted Implementation Guideline.

ATTACHMENTS

1. Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398
2. Presentation re: Metro 2050 Type 3 Amendment – Regional Affordable Rental Housing Target Implementation Guideline

REFERENCES

1. [Regional Affordable Rental Housing Target Implementation Guideline](#)

68596313

**METRO VANCOUVER REGIONAL DISTRICT
BYLAW NO. 1398, 2024
A bylaw to amend “Metro Vancouver Regional District Regional Growth Strategy
Bylaw No. 1339, 2022”**

WHEREAS:

- A. The Metro Vancouver Regional District Board (the “Board”) adopted “Metro Vancouver Regional District Regional Growth Strategy Bylaw No. 1339, 2022” on February 24, 2023; and
- B. The Board wishes to amend “Metro Vancouver Regional District Regional Growth Strategy Bylaw No. 1339, 2022”.

NOW THEREFORE the Board of the Metro Vancouver Regional District enacts as follows:

Citation

- 1. The official citation of this bylaw is “Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398, 2024”.

Amendment of Bylaw

- 2. “Metro Vancouver Regional District Regional Growth Strategy Bylaw No. 1339, 2022” is amended as follows:
 - (a) In section “E. Goals, Strategies, & Actions”, under the heading “Goal 4: Provide Diverse and Affordable Housing Choices”, under policy “4.2.3”, the words “Urban Centres and Frequent Transit Development Areas” are deleted and replaced with the “Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors”;
 - (b) In section “E. Goals, Strategies, & Actions”, under the heading “Goal 4: Provide Diverse and Affordable Housing Choices”, under policy “4.2.7 a)”, the words “Urban Centres and Frequent Transit Development Areas” are deleted and replaced with the “Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors”; and
 - (c) In section “G. Performance Monitoring”, under the heading “Goal 4: Provide Diverse and Affordable Housing Choices”, the words “Urban Centres and Frequent Transit Development Areas” are deleted and replaced with the “Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors”.

Read a first, second, and third time this _____ day of _____, _____.

Adopted this _____ day of _____, _____.

Mike Hurley, Chair

Dorothy Shermer, Corporate Officer

Attachment 2



Metro 2050 Type 3 Amendment
 REGIONAL AFFORDABLE RENTAL HOUSING TARGET

Mikayla Tinsley
 Senior Policy and Planning Analyst

Presentation to Regional Planning Committee – September 6, 2024

metrovancouver

**REGIONAL AFFORDABLE RENTAL HOUSING TARGET
 IMPLEMENTATION GUIDELINE**

- Defines and communicates the methodology for the regional affordable rental housing target in 4.2.3 and 4.2.7 a) of *Metro 2050*
- Endorsed by MVRD Board on July 26, 2024



metrovancouver

METRO 2050 POLICY LANGUAGE

Strategy 4.2 Protect tenants and expand, retain, and renew rental housing supply

Metro Vancouver will:

4.2.3 Set a regional target that at least 15% of newly completed housing units built within all Urban Centres and Frequent Transit Development Areas combined, by the year 2050, be affordable rental housing units. Metro Vancouver will monitor progress towards the target and review the target periodically.

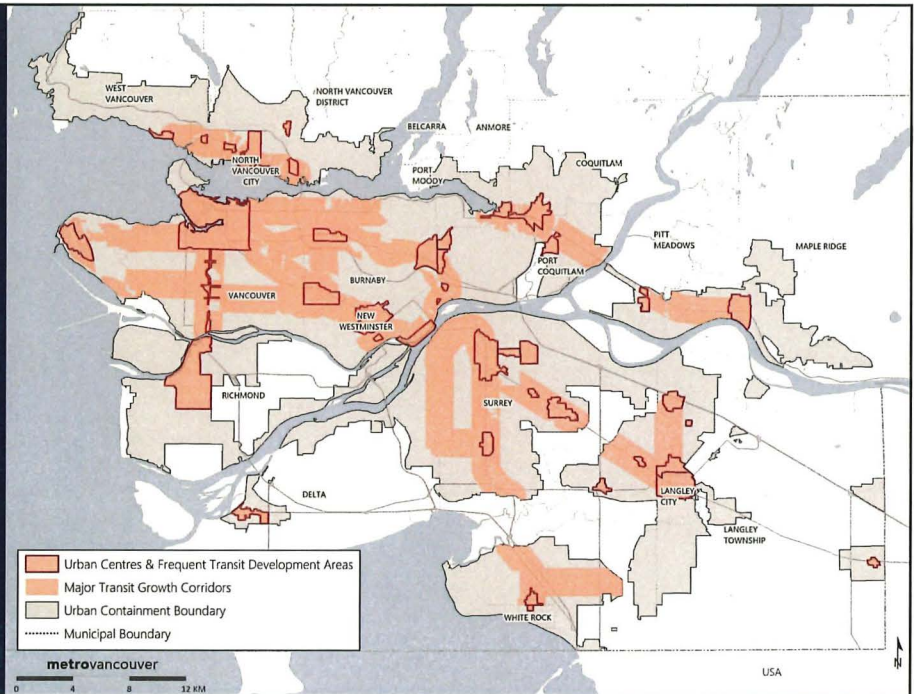
Member jurisdictions will:

4.2.7 Adopt Regional Context Statements that:

a) indicate how they will, within their local context, contribute toward the regional target of having at least 15% of newly completed housing units built within all Urban Centres and Frequent Transit Development Areas combined, to the year 2050, be affordable rental housing units (recognizing that developing affordable rental housing units in transit-oriented locations throughout the urban area is supported);

Adding Major Transit Growth Corridors

- Regionally-significant, transit-oriented geography
- Creates contiguous geography
- Eliminates data suppression issues
- Makes achieving target more feasible



METRO 2050 TYPE 3 AMENDMENT

Current

4.2.3 Set a regional target that at least 15% of newly completed housing units built within all **Urban Centres and Frequent Transit Development Areas** combined, by the year 2050, be affordable rental housing units.

Proposed

4.2.3 Set a regional target that at least 15% of newly completed housing units built within all **Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors** combined, by the year 2050, be affordable rental housing units.

Changes are required for:

- Goal 4 Policies 4.2.3 and 4.2.7 a)
- Section G Performance Monitoring

RECOMMENDATION

That the MVRD Board:

- initiate the Metro 2050 amendment process for the Metro 2050 Type 3 amendment to align Metro 2050 and the Regional Affordable Rental Housing Target Implementation Guideline;
- Give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1398, 2024"; and
- Direct staff to notify affected local governments as per section 6.4.2 of *Metro 2050*.



Thank You!

metrovancover

7



Regional Affordable Rental Housing Target

Metro 2050 Implementation Guideline
May 2024

Preamble

The successful implementation of [Metro 2050](#) depends on ongoing cooperation and collaboration between Metro Vancouver and member jurisdictions. *Metro 2050* represents consensus among member jurisdictions to work collaboratively on meeting five long-term regional planning goals:

1. Create a compact urban area
2. Support a sustainable economy
3. Protect the environment, address climate change, and respond to natural hazards
4. Provide diverse and affordable housing choices
5. Support sustainable transportation choices

The *Metro 2050* Regional Affordable Rental Housing Target Implementation Guideline outlines the methodology used to monitor progress towards this target:

At least 15% of newly completed housing units built within all Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors combined, by the year 2050, are affordable rental housing units.

This Implementation Guideline will inform discussions between member jurisdictions, the regional district, and other partners about the growth of affordable rental housing near transit across the region. In addition, this Implementation Guideline can serve as a resource for researchers, practitioners, and the public to provide an added level of transparency and accountability in the planning process.

This Implementation Guideline will be updated periodically to ensure the most current information is available to member jurisdictions. This guideline should be read in conjunction with *Metro 2050* and the [Local Government Act](#), and does not replace or supersede the requirements set out in those documents.

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4.0	Limitations and Considerations	7
5.0	Monitoring and Reporting	7

1.0 Metro 2050 Policies and Target

Metro 2050 Policies

Metro 2050 sets out the expectations for Metro Vancouver and its member jurisdictions with respect to increasing regional affordable rental housing in transit-oriented areas within the region, through policies 4.2.3 and 4.2.7:

<p>Metro Vancouver will:</p> <p>4.2.3 Set a regional target that at least 15% of newly completed housing units built within all Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors combined, by the year 2050, be affordable rental housing units. Metro Vancouver will monitor progress towards the target and review the target periodically.</p>	<p>Member jurisdictions will:</p> <p>4.2.7 Adopt Regional Context Statements that:</p> <p>a) indicate how they will, within their local context, contribute toward the regional target of having at least 15% of newly completed housing units built within all Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors combined, to the year 2050, be affordable rental housing units (recognizing that developing affordable rental housing units in transit-oriented locations throughout the urban area is supported);</p>
--	--

Metro 2050 Target

The regional affordable rental housing target is included as a performance measure for Goal 4, as shown in Section G of Metro 2050:

<p>Goal 4: Provide Diverse and Affordable Housing Choices</p> <ul style="list-style-type: none">Percentage of newly completed housing units built within Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors that are affordable rental housing units
--

Metro Vancouver produces annual reports on implementation of the regional growth strategy and progress towards its goals and targets. With regards to the regional affordable rental housing target, the following methodology and definitions will be used to monitor and report on progress.

2.0 Methodology

Based on the policy language in Metro 2050, the formula for the regional affordable rental housing target is:

$$\text{Formula} = \frac{\text{Affordable rental units that are newly completed within UCs, FTDAs, and MTGCs}}{\text{All newly completed housing units within UCs, FTDAs, and MTGCs}} \times 100$$

The purpose of this target is to encourage new affordable rental housing development near transit. For this reason, the geographies of Urban Centres (UCs), Frequent Transit Development Areas (FTDAs), and Major Transit Growth Corridors (MTGCs) are used. These are regionally-significant transit-oriented geographies as defined in the regional growth strategy, *Metro 2050*.

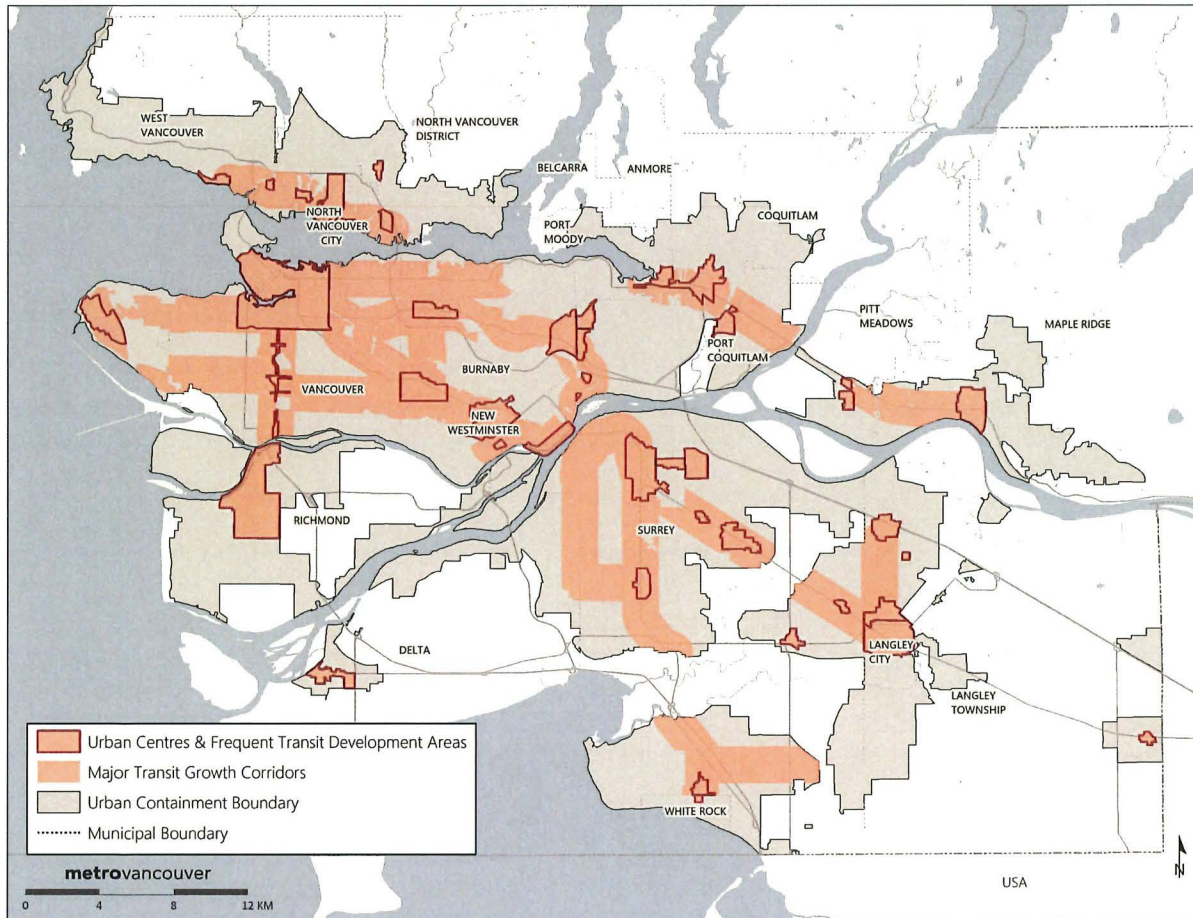
Urban Centres (UCs) are intended to be the region's primary focal points for concentrated growth and transit service. They are intended as priority locations for employment and services, higher density forms, mixed residential tenures, affordable housing options, commercial, cultural, entertainment, institutional, and mixed uses.

Frequent Transit Development Areas (FTDAs) are additional priority locations to accommodate concentrated growth in higher density forms of development. They are identified by member jurisdictions and located at appropriate locations within the Major Transit Growth Corridors. FTDAs complement the network of Urban Centres, and are characterized by higher density forms of residential, commercial, and mixed uses.

Major Transit Growth Corridors (MTGCs) are select areas along TransLink's Major Transit Network within which member jurisdictions, in consultation with Metro Vancouver and TransLink, may identify new FTDAs. These corridors extend approximately 1 kilometre from the roadway centreline in both directions and do not extend outside the Urban Containment Boundary. MTGCs enable monitoring of a contiguous transit-oriented geography when combined with UCs and FTDAs across the region for the purposes of the regional affordable rental housing target.

These geographies are combined and shown in Map 1 below.

Map 1. Urban Centres, Frequent Transit Development Areas, and Major Transit Growth Corridors



Definitions

At A Glance

Newly completed housing All residential units built within the past five years¹ (e.g. 2018 to 2023).

Affordable rental housing All social and non-market rental units²
+
Private rental units with affordable rents^{3,4}

Metro 2050 includes the following definition of affordable housing:

- housing that is affordable to households earning up to 120% of the Regional Median Household Income. In Canada, a general measure of housing affordability is the shelter-cost-to-income ratio, where no more than 30% of a household's gross income is spent on housing (including all housing-related costs like utilities).

¹ Source: Canada Mortgage and Housing Corporation, Starts and Completions Survey

² Source: Canada Mortgage and Housing Corporation, Social and Affordable Housing Survey

³ Affordable rents are based on 2021 Census median household income for the Vancouver region, by bedroom count, see table below.

⁴ Source: Canada Mortgage and Housing Corporation, Rental Market Survey

For the purposes of the regional affordable rental housing target **affordable rental housing** is defined as rental housing that includes all social and non-market rental housing units⁵, as well as private rental housing units in the primary rental market⁶ with affordable rents as defined in Table 1.

Affordable rents have been defined by bedroom size, based on the Regional Median Household Income. According to the 2021 Census, the median household income in the Vancouver region (Vancouver CMA) was \$90,000. The Regional Median Household Income of \$90,000 has been applied to the calculation of affordable rent for a 3 bedroom unit, and an income distribution similar to that used in BC Housing’s Housing Income Limits⁷ (HILs) has then been applied to generate the corresponding affordable rents by bedroom size.

Table 1: Affordable Rents Based on the 2021 Census Regional Median Household Income (RMHI)

	1 Bedroom or Less	2 Bedrooms	3 Bedrooms	4+ Bedrooms
Regional Median Household Income and Adjusted Household Incomes	\$60,700	\$75,350	\$90,000	\$112,500
Corresponding Affordable Rent	\$1,517	\$1,884	\$2,250	\$2,813

Data source for Regional Median Household Income: Statistics Canada, 2021 Census of Population

These affordable rents are slightly higher than the rents that are considered to be affordable to households with incomes equal to or less than the HILs. This means that all new rental housing which is targeted to households earning up to the HILs will be included in this target.

Affordable rents will be updated as required when new Census data becomes available.

3.0 Data Sources

The Canada Mortgage and Housing Corporation (CMHC) collects a variety of housing data through several surveys, which are well-positioned to serve as the data sources for this target. These are:

- **Starts and Completions Survey** – provides data on all newly constructed housing
- **Social and Affordable Housing Survey** – provides data on government and non-profit-owned housing, by bedroom count.
- **Rental Market Survey** – provides data on privately-owned purpose-built rental housing (primary market only), by bedroom count.

Metro Vancouver will obtain custom data from CMHC for each of these surveys, using the custom geographies of UCs, FTDAs, and MTGCs, and the definition of affordable rental housing outlined above. Member jurisdictions will not be asked to contribute data or other resources to support monitoring of this target.

⁵ Source: Canada Mortgage and Housing Corporation, Social and Affordable Housing Survey

⁶ Source: Canada Mortgage and Housing Corporation, Rental Market Survey

⁷ BC Housing 2023 Housing Income Limits are updated from time to time and can be accessed here:

<https://www.bchousing.org/sites/default/files/media/documents/2023-Housing-Income-Limits-HILS-Effective-January-1-2023.pdf>

4.0 Limitations and Considerations

There are a number of limitations and considerations to keep in mind with this methodology:

- The secondary rental market (rental housing that is not purpose-built as rental housing, such as basement suites or rented condos) is not captured in this target. This is by design as well as due to a limitation in available data for one portion of the secondary rental market. The focus of this target is purpose-built rental housing due to the security of tenure that this type of housing provides to renters. CMHC collects and shares data on rented condos, which make up one portion of the secondary rental market, however, rented condos do not provide a secure form of rental housing, and are much less likely to be affordable compared to purpose-built rentals. For these reasons, the secondary rental market is excluded from this target.
- This target is designed to be regional in nature, monitoring regionally-significant transit-oriented geographies. Results cannot be broken down by municipality. Any attempt to apply the same methodology to an individual member jurisdiction would likely result in suppressed data, with the exception of possibly one or two of the largest municipalities.

5.0 Monitoring and Reporting

Annual Reporting

Annual progress towards the regional affordable rental housing target will be monitored and reported in the *Metro 2050* Annual Performance Monitoring Reports. These reports will include both the percentage and number of newly completed affordable rental housing units. This information will also be reported in the *Metro 2050* performance monitoring dashboard which will be published on the metrovancover.org website.

Comprehensive Reporting

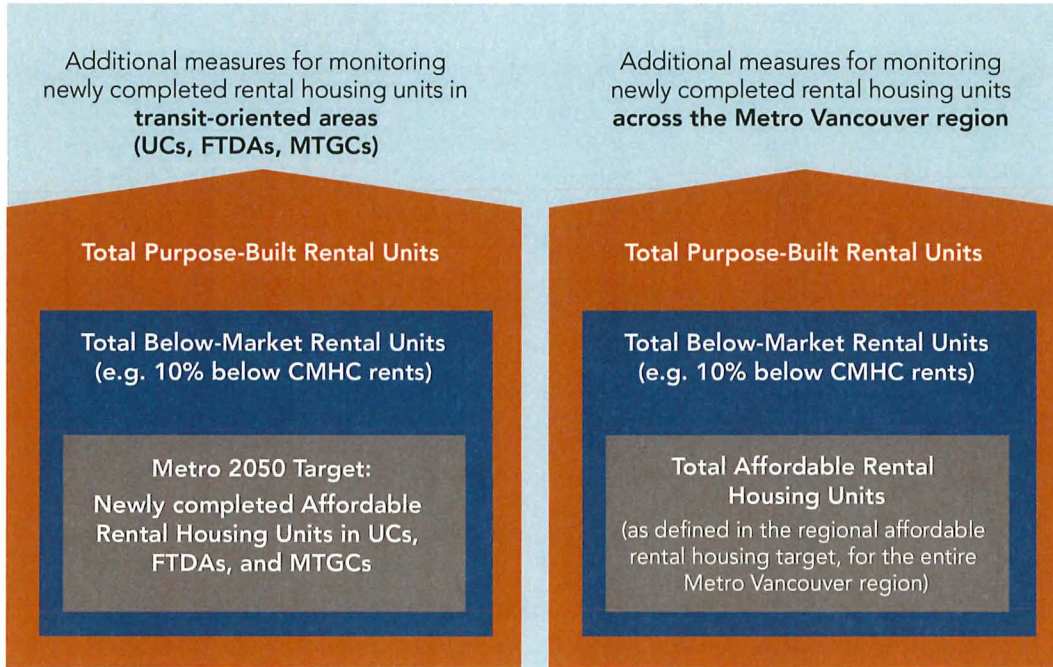
A more comprehensive report on the regional affordable rental housing target will be published every five years. This report will be aligned with the Census schedule of reports and will include revised affordable rents based on updated household income data from the latest Census. These reports will include both the percentage and number of newly completed affordable rental housing units for the latest 5-year period, alongside previous years' progress.

Other Contextual Reporting

In addition to the percentage and number of newly completed affordable rental housing units, Metro Vancouver will monitor several other contextual measures related to the regional affordable rental housing target as shown in Figure 1 below. The target and these contextual measures will be reviewed periodically and updated as required.

The timeline for achieving this target stretches to 2050, and all monitoring and reporting will take this into consideration. Progress will be measured annually and compared against a steady pace of growth required to reach the target by 2050.

Figure 1. Regional Affordable Rental Housing Target - Contextual Measures for Annual Monitoring





To: Planning Committee
From: Peter Russell
Director, Housing Office

Date: November 21, 2024
File: 08-4057-05/2024-Vol 01




Re: **Housing Agreement (Affordable Housing) Bylaw No. 10569, and Housing Agreement (Market Rental Housing) Bylaw No. 10570 to Permit the City of Richmond to Secure Low-End Market Rental (LEMR) units, and Market Rental units at 5300 No. 3 Road**

Staff Recommendations

1. That Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Low-End Market Rental (LEMR) Units required by the Rezoning Application RZ 23-011557; and
2. That Housing Agreement (Market Rental Housing) (5300 No. 3 Road) Bylaw No. 10570 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Market Rental Units required by the Rezoning Application RZ 23-011557.

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

Att.1

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF DEPUTY CAO
Law Development Applications	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO 

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. 10569 and Housing Agreement Bylaw No. 10570 to secure 141 LEMR units and 160 market rental units at 5300 No. 3 Road (Attachment 1).

Vanprop Investments Ltd. (Inc. No. BC0270547) has applied to amend the City of Richmond Zoning Bylaw 8500 (RZ 23-011557) to permit the construction of 1,075 dwelling units with mixed levels of affordability. In addition to the LEMR and market rental units, the project includes 774 strata units. The project is the first phase (Phase 1A) of a master plan to redevelop the Lansdowne Centre, a 20-hectare shopping mall located in the City Centre. Council granted first reading to the zoning amendment bylaw on February 12, 2024. A public hearing for the amendment was held on March 18, 2024, following which Council granted second and third readings to the bylaw. Prior to Council's adoption of the zoning amendment bylaw, the applicant must register on Title two Housing Agreements in addition to two Housing Covenants to secure the 141 LEMR units and 160 market rental units as rental tenure in perpetuity.

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.

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

Strategic Direction #1: Expand Housing Choices

This report is also consistent with the City of Richmond's Affordable Housing Strategy 2017–2027, including:

Strategic Direction #1: Use regulatory tools to encourage a diverse range of housing types and tenures.

Analysis

Phase 1A of the Lansdowne Centre redevelopment involves the creation of three parcels of land in the northeast portion of the site fronting Alderbridge Way and Kwantlen Street; these parcels, being Parcels 2, 5, and 8. The project includes the construction of 390 strata units and ground floor commercial retail space in Parcel 2, 384 strata units in Parcel 5, and 141 LEMR units and 160 market rental units on Parcel 8. The project consists of an eight to fourteen-storey building over a shared two-level below-grade parkade on Parcels 2 and 5, and two six-storey buildings over a single level parkade on Parcel 8. The LEMR and market rental units would be included in the two six-storey buildings. Table 1 provides a summary of the proposed unit mix, minimum unit sizes, proportion of family-friendly units, and units with Basic Universal Housing design.

Table 1: Low- End Market Rental Units and Market Rental Unit Mix

Unit Type	Low-End Market Rental Units				Market Rental Units		
	Units	Min. Size (ft ²)	Family Friendly	Basic Universal Housing (BUH)	Units	Family-Friendly	Basic Universal Housing (BUH)
Studio	12	400	N/A	8%	32	N/A	20%
1- Bedroom	32	535	N/A	23%	57	N/A	36%
2- Bedroom	53	741	38%	37%	61	38%	38%
3- Bedroom	44	980	31%	26%	10	6%	6%
Total	141	-	69%	94%	160	44%	100%

Low-End Market Rental Units

The total residential floor area of the 141 LEMR units will be approximately 10,701 m² (115,184 ft²) which makes up 15 per cent of the net residential floor area of the project. A Housing Covenant will be used to secure the total floor area of the LEMR units in addition to the minimum unit sizes, the location of the units, and the allocation of parking spaces to the units. Approximately 69 per cent of the LEMR units will be family-friendly and roughly 94 per cent will include a BUH design, supporting the ability of tenants to age-in-place. Overall, the number, sizes and mix of LEMR units uphold the objectives of the Affordable Housing Strategy and the OCP.

The 141 LEMR units will be clustered in one stand-alone building on Parcel 8. The clustering of units, as proposed, is supportable provided a non-profit operator is secured to manage the LEMR units. The applicant has provided that they are working to secure S.U.C.C.E.S.S. as the non-profit housing operator.

Low-End Market Rental (LEMR) Maximum Rents and Income Thresholds

On November 12, 2024, Council endorsed updates to LEMR Maximum Rents and Income Thresholds as recommended in the report titled “Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing”, dated October 16, 2024. Council also endorsed the application of the updated rates to projects for which Council has granted third reading of a zoning amendment bylaw but for which an associated housing agreement has yet to be executed. Phase 1 of the Lansdowne project is eligible for the use / application of the new LEMR rent rates and income thresholds.

Lansdowne Phase 1 – Affordable Housing Agreement

The newly endorsed maximum LEMR rent rates, or “Permitted Rent” as defined in the affordable housing agreement, are set at 10 per cent below the Canada Mortgage and Housing Corporation’s (CMHC) average market rent for the City of Richmond, published annually through the CMHC Market Rental Survey and specific to each unit type. Gross annual household income must be less than 3.3 times the annual Permitted Rent. The limits ensure LEMR units are made available to low and moderate-income households.

In the event that CMHC average rents decline, the corresponding income thresholds for any new tenancies would similarly decline. For existing tenants, income thresholds would remain fixed from the previous year with an inflationary adjustment based on any increase in the Consumer Price

Index (CPI). This will help ensure that tenant eligibility, verified at the time of any City-initiated statutory declaration process, is not compromised by a decrease in the income threshold.

The Housing Agreement will protect tenants from any age-based occupancy restrictions, limits on access to common indoor and outdoor amenity spaces, and the imposition of additional fees including parking fees, strata fees, amenity fees and move-in / move-out fees. The owner will not be able to charge fees for the use of any parking stalls dedicated to the affordable housing units unless explicitly permitted by way of Council-endorsed policy.

Market Rental Units

The City's Market Rental Policy provides that 15 per cent of the total net residential floor area, excluding the floor area allocated to the LEMR units, be set aside as market rental area. The project will include 160 market rental units with a total residential floor area of approximately 9,521 m² (102,483 ft²), which satisfies the area requirements of the Market Rental Policy. Further, the proposal upholds the policy target of securing 40 per cent of the units as family-friendly units having two or more bedrooms. All of the market rental units will include BUH features.

The Housing Agreement for the market rental units sets rent limits at an amount that a willing and reasonable landlord would charge for a comparable dwelling in a comparable location. In the context of any future stratification of the development, the Agreement provides that all market rental units must be maintained under a single ownership and that tenants are to be provided unrestricted access to common recreational amenities and common transportation facilities. There are no restrictions on the ability to charge for the use of parking stalls available to the tenants of the market rental units.

Financial Impact

None.

Conclusion

Housing Agreements are required as a means of securing the 141 LEMR units and 160 market rental units included in Phase 1 of the Lansdowne Centre redevelopment at 5300 No. 3 Road. Council's adoption of Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569 and Housing Agreement (Market Rental) (5300 No. 3 Road) Bylaw No. 10570 will ensure that these rental units are held, in perpetuity, in accordance with the objectives of the City's Affordable Housing Strategy and the applicable policies of the Official Community Plan.

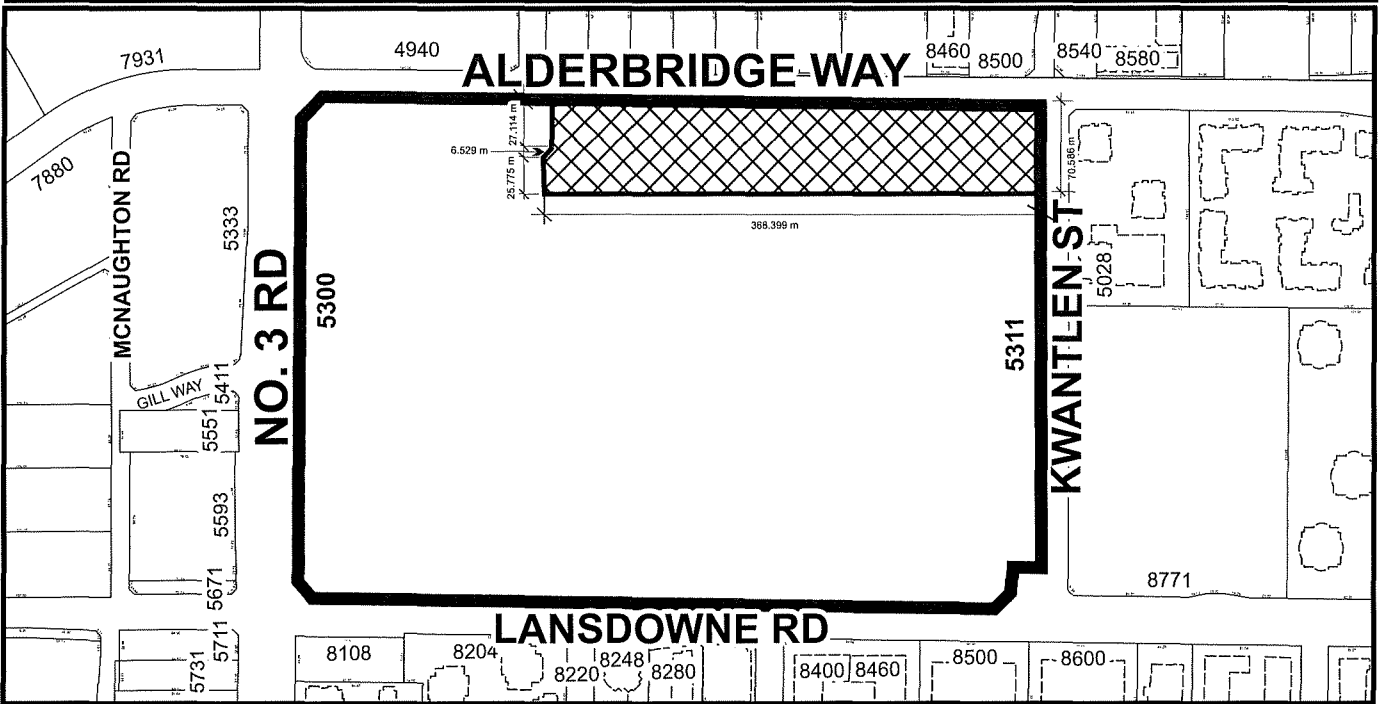
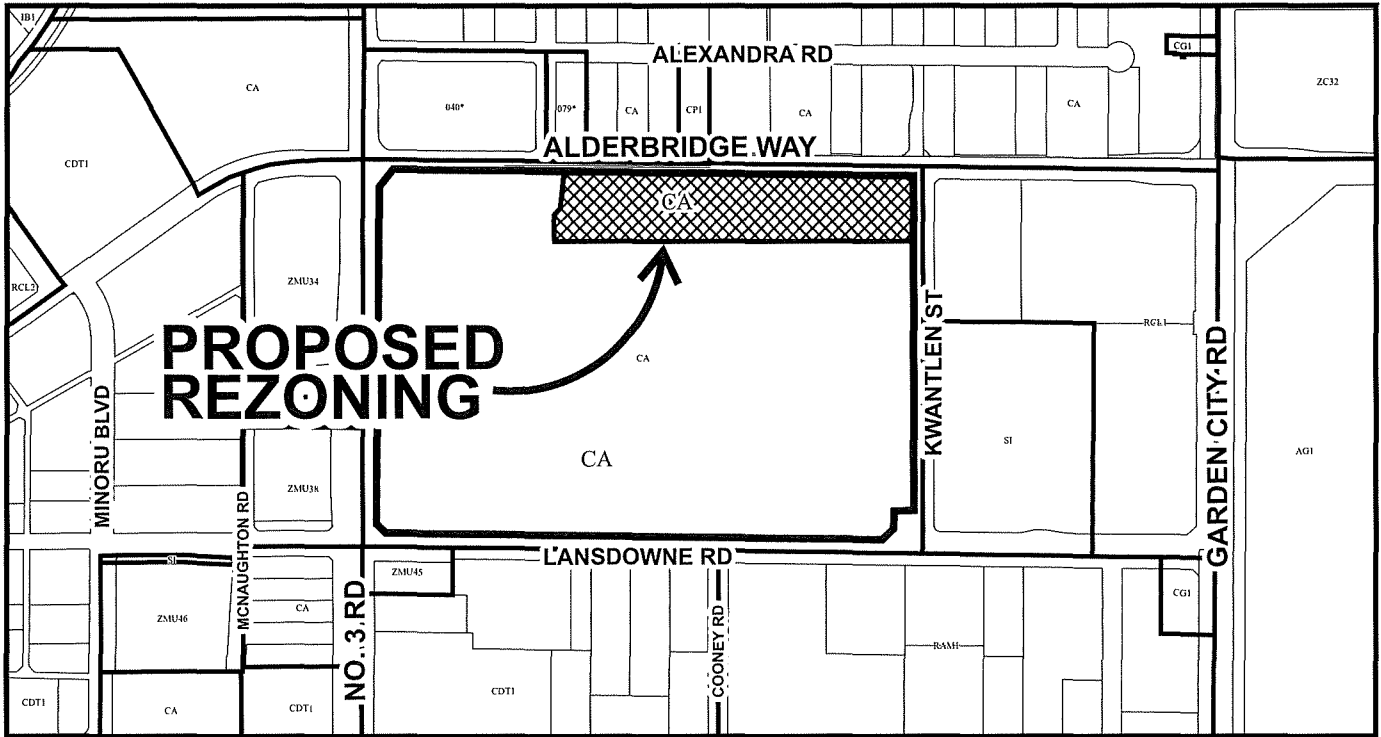


Laurel Eyton
Planner 1, Affordable Housing
(604-247-4944)

Att. 1: Map of 5300 No 3 Road



City of Richmond



5300 No. 3 Road

Original Date: 03/14/23

Revision Date: 03/30/23

Note: Dimensions are in METRES



Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569

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. 004-037-995
Lot 80 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan NWP50405, except Plan LMP46129

- 2. This Bylaw is cited as "Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

Four horizontal lines for signatures

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

MAYOR

CORPORATE OFFICER

Bylaw 10569

Schedule A

**To Housing Agreement (Affordable Housing)
(5300 No. 3 Rd) Bylaw No. 10569**

HOUSING AGREEMENT BETWEEN
VANPROP INVESTMENTS LTD. AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference _____ day of _____, 2024,

BETWEEN:

VANPROP INVESTMENTS LTD. (Inc. No. BC0270547), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 1800 – 510 West Georgia Street, Vancouver, BC V6B 0M3

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations,

Affordable Housing Agreement (Section 483 *Local Government Act*)
5300 No. 3 Road
Application No. RZ 23-011557
Condition No. 16
V.8

policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

- (b) **“Affordable Housing Parking”** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on Lot 3 and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 3 charged by this Agreement;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Building”** means any building constructed, or to be constructed, on the Lots, or a portion thereof, including each air space parcel into which the Lots 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;
- (f) **“Building Permit”** means a building permit authorizing construction on the Lots, or any portion(s) thereof;
- (g) **“CCAP”** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (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, 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, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) **“Common Recreational Facilities”** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot

Affordable Housing Agreement (Section 483 *Local Government Act*)
5300 No. 3 Road
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V.8

3, and the Development Permit process, including without limitation fitness facilities, and related access routes;

- (n) **“Common Transportation Facilities”** means all transportation facilities provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot 3, and the Development Permit process, including without limitation visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (p) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (q) **“Development”** means the residential development to be constructed on the Lots;
- (r) **“Development Permit”** means the development permit authorizing development on the Lots, or any portion(s) thereof;
- (s) **“Dwelling Unit”** means a residential dwelling unit located or to be located on Lot 3 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;
- (t) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

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:

- (i) 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

- (ii) 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;
- (u) **"Family"** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (v) **"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;
- (w) **"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 Lots and/or Lot 3 from time to time, in respect to the construction, use and transfer of the Affordable Housing Units;
- (x) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (y) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (z) **"Lands"** means certain lands and premises legally described as PID: 004-037-995, Lot 80 Except: Part Road on Plan LMP46129, Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan 50405, as may be Subdivided 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) **"Lot 1"** means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 1 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (cc) **"Lot 2"** means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 2 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (dd) **"Lot 3"** means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 3 Sections 3 and 4 Block 4 North Range 6 West New Westminster

District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (ee) “**Lots**” means, collectively, Lot 1, Lot 2 and Lot 3 and “**Lot**” means any one of them;
- (ff) “**LTO**” means the New Westminster Land Title Office or its successor;
- (gg) “**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;
- (hh) “**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;
- (ii) “**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;
- (jj) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of Lot 3 or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Building on Lot 3 which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (kk) “**Permitted Rent**” means 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 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. 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;
- (ll) “**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;
- (mm) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (nn) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;

- (oo) “**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;
- (pp) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (qq) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands or the Lots or a portion thereof, or the ownership or right to possession or occupation of the Lands, the Lots or a portion thereof 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*;
- (rr) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (ss) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (tt) “**Zoning Bylaw**” means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

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, a Development Permit in respect of any of the Lots comprising the Development, 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 Lot 3, 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 Lot 3, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit in respect of any Building on any of the Lots comprising the Development, 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 Lot 3;
- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
- (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit for Lot 3, the Building Permit for Lot 3, 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 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 Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if Lot 3 is subject to Subdivision by a Strata Plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

**ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units; and
 - (b) Lot 3 will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

 - (i) a statement of the total, gross annual income once per calendar year from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;

- (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (iv) the number of occupants of the Affordable Housing Unit who are Seniors.”;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 At all times that this Agreement encumbers Lot 3, 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, to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable 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. 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, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant 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 Lot 3 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 Affordable Housing 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) or district energy charges (including for heating, cooling or domestic hot water heating);
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the development on Lot 3), by or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on Lot 3 (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of Lot 3,

and notwithstanding Section 3.7(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
 - (A) the Zoning Bylaw; or
 - (B) agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
 - (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (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(t) 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 [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(t) "Eligible Tenant" 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 to Section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.8 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 shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.10 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of Lot 3 or any Subdivided parcel of Lot 3.
- 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

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for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.7(d).

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units, provided however that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

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

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registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and

- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

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

- 6.3 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 **Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for such 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));

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- (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.

(d) 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 by the filing of Subdivision Plan EPP127362, then after the Lands are so Subdivided, this Agreement will charge and secure only the Lots and the City will partially release this Agreement from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots, provided however that:

- (i) the City has no obligation to execute the necessary documents for such 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; and
- (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.

For certainty, if the Agreement is partially released in accordance with this Section 7.1(d), the entirety of this Agreement, including Sections 7.5 and 7.6, shall be released from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots. 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 Lots, at no cost or charge to the Tenant.

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

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

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

If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units 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 the Affordable Housing Units.

7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof,

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

7.7 Survival

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

7.8 Priority

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

7.9 City’s Powers Unaffected

This Agreement does not:

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

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the 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.

7.23 Limitation on Owner's Obligations

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


7.24 Counterparts


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

[The Remainder of This Page is Intentionally Blank]

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

VANPROP INVESTMENTS LTD. (Inc. No. BC0270547) by its authorized signatory(ies):


Per: 
Name: RILEY BURR

Per: 
Name: DAVID R BAIN

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

CANADA)
) IN THE MATTER OF Unit Nos. _____ - _____
) (collectively, the “Affordable Housing Units”) located
) at
PROVINCE OF BRITISH COLUMBIA) _____,
) (*street address*), British Columbia, and Housing
TO WIT:) Agreement dated _____, 20____ (the
) “Housing Agreement”) between
) _____ and
) the City of Richmond (the “City”)
)

I, _____ (*full name*), of
_____ (*address*) in the Province of British
Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the “Owner”) of the Affordable Housing Units;

or,

I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20____;
3. 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. To the best of my knowledge, the information set out in the table attached as Appendix A hereto (the “Information Table”) in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and
5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such

Affordable Housing Agreement (Section 483 *Local Government Act*)
5300 No. 3 Road
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information relates to the Affordable Housing Unit occupied by such occupant/resident; and
(ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

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

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

Appendix A to Statutory Declaration

APPENDIX A																		
Building Name:		Building Address:		Property Manager Name:		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 Phone Number:														
Unit and Household Information				Income and Rent														
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants 18 years and Under	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)			Income Verification Received (Yes/No)	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees	
								3-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.								
0	101	3 BR	4	No	1	1	2022	\$24,020	\$28,005	\$31,049	Yes	\$1,611.19	\$	\$	\$	\$	\$	
				No				\$18,000	\$19,500	\$22,764	Yes							
				No					\$7,083	\$7,825								
				No														
1																		
2																		
5																		

Continue rows as needed.

Affordable Housing Agreement (Section 483 Local Government Act)
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Housing Agreement (Market Rental) (5300 No. 3 Road) Bylaw No. 10570

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. 004-037-995
Lot 80 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan NWP50405, except Plan LMP46129

- 2. This Bylaw is cited as "Housing Agreement (Market Rental) (5300 No. 3 Road) Bylaw No. 10570".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

Four horizontal lines for signatures or initials.

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

MAYOR

CORPORATE OFFICER

Bylaw 10570

Schedule A

To **Housing Agreement (Market Rental)**
(5300 No. 3 Rd) Bylaw No. 10570

HOUSING AGREEMENT BETWEEN
VANPROP INVESTMENTS LTD. AND CITY OF RICHMOND

MARKET RENTAL HOUSING AGREEMENT
(Section 483 Local Government Act)

THIS AGREEMENT is dated for reference _____ day of _____, 2024,

BETWEEN:

VANPROP INVESTMENTS LTD. (Inc. No. BC0270547), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 1800 – 510 West Georgia Street, Vancouver, BC V6B 0M3

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing 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 Agreement**” means the agreement entered into between the Owner and the City pursuant to Section 483 of the *Local Government Act*, titled “Affordable Housing Agreement (Section 483 *Local Government Act*)” and noted or to be noted on the

Market Rental Housing Agreement (Section 483 *Local Government Act*)
5300 No. 3 Road
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title to the Lands, or a Lot or portion thereof, as may be amended and supplemented from time to time;

- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on Lot 3 and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 3 charged by the Affordable Housing Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on Lots, or a portion thereof, including each air space parcel into which the Lots may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means a building permit authorizing construction on the Lots, or any portion(s) thereof;
- (f) **“CCAP”** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (g) **“City”** means the City of Richmond;
- (h) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) **“Common Amenities”** means, together, the Common Recreational Amenities and the Common Transportation Facilities;
- (j) **“Common Recreational Amenities”** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities that are provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot 3, and the Development Permit process, including without limitation fitness facilities, and related access routes
- (k) **“Common Transportation Facilities”** means transportation facilities that are provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot 3, and the Development Permit process, including without limitation visitor parking, any required market rental parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (l) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;

Market Rental Housing Agreement (Section 483 *Local Government Act*)

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- (m) “**Daily Amount**” means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (n) “**Development**” means the residential development to be constructed on the Lots;
- (o) “**Development Permit**” means the development permit authorizing development on the Lots, or any portion(s) thereof;
- (p) “**Dwelling Unit**” means a residential dwelling unit located or to be located on Lot 3 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, a Market Rental Housing Unit;
- (q) “**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;
- (r) “**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 Lots and/or Lot 3, from time to time, in respect to the construction, use and transfer of the Market Rental Housing Units;
- (s) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) “**Lands**” means certain lands and premises legally described as PID: 004-037-995, Lot 80 Except: Part Road on Plan LMP46129, Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan 50405, as may be Subdivided from time to time;
- (v) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) “**Lot 1**” means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 1 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (x) “**Lot 2**” means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 2 Sections 3 and 4 Block 4 North Range 6 West New Westminster

District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (y) “**Lot 3**” means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 3 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (z) “**Lots**” means, collectively, Lot 1, Lot 2 and Lot 3 and “**Lot**” means any one of them;
- (aa) “**LTO**” means the New Westminster Land Title Office or its successor;
- (bb) “**Market Rent**” means the amount of rent that a willing landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (cc) “**Market Rental Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on Lot 3 designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 3 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;
- (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 a Market Rental Housing Unit from time to time;
- (gg) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of Lot 3 or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Building on Lot 3 which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (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) “**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;
- (kk) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ll) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, the Lots or Lot 3, or a portion thereof, or the ownership or right to possession or occupation of the Lands, the Lots or Lot 3, or a portion thereof, 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*;
- (mm) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (nn) “**Tenant**” means an occupant of 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 a 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 MARKET RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Tenants), or any tenant or guest of the Owner, other than a Tenant. For the purposes of this Article, “permanent residence” means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Market Rental 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 Market Rental 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 a Market Rental 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, a Development Permit in respect of any of the Lots comprising the Development, unless and until the Owner has:
 - (i) submitted to the City a Development Permit application that includes the Market Rental Housing Units and all Common Amenities and other ancillary spaces; and

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- (ii) at its cost, executed and registered against title to Lot 3, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental 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 Lot 3, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit in respect of any Building on any of the Lots comprising the Development, unless and until the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for Lot 3;
- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, except for any Affordable Housing Unit and related uses and areas, unless and until all of the following conditions are satisfied:
 - (i) the Market Rental Housing Units and related uses and areas, and the Building(s) in which the Market Rental Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit for Lot 3, the Building Permit for Lot 3, 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 Market Rental Housing Units, any facilities for the use of the Market Rental 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 in which the Market Rental Housing Units are situated confirming that the Market Rental Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, except for any Affordable Housing Unit and related uses and areas, unless and until the Market Rental Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Market Rental Housing Units; and
- (e) not Subdivide the Market Rental Housing Units within a Building into individual strata lots or air space parcels. The Owner acknowledges and agrees that if Lot 3 is subject to Subdivision by a Strata Plan or air space subdivision plan, that the Market Rental Housing Units in a Building will together form no more than one (1) strata lot or no more than one (1) air space parcel, as applicable.

ARTICLE 3
DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 Without limiting Section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant (as contemplated in Section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a “month-to-month” basis.
- 3.2 If this Agreement encumbers more than one 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 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 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 Market Rental Housing Units in one Building;
 - (b) if the Development contains one or more air space parcels, then provided that all the Market Rental Housing Units in a Building are situate within a single air space parcel or the remainder, then such air space parcel will be a “Building” and the remainder will be a “Building” for the purpose of this Section 3.2; and
 - (c) Lot 3 will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) defines the term “Landlord” as the Owner of the Market Rental Housing Unit; and
 - (b) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor

and outdoor amenity spaces on Lot 3, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units;

- (d) 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 Lot 3 unless all easements and rights of way are in place to secure such use;
- (e) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) a Market Rental Housing Unit is occupied by a person or persons other than a Tenant;
 - (ii) the Market Rental Housing Unit is occupied by more than the number of people the City determines can reside in the Market Rental Housing Unit given the number and size of bedrooms in the Market Rental Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iii) the Market Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (iv) the Tenant subleases the Market Rental Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. 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*;

- (f) the Tenancy Agreement will identify all occupants of the Market Rental Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Market Rental Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable, on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

- 4.1 The Owner will not demolish a Market Rental 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 Market Rental 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 who is at arm's length to the Owner that the Market Rental 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 Market Rental Housing Unit, as applicable, has been issued by the City and the Market Rental Housing Unit, as applicable, 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 a Market Rental Housing Unit, as applicable, 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 Lot 3 or any Subdivided parcel of Lot 3.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental 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, including parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities on Lot 3 intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

**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) a Market Rental Housing Unit is used or occupied in breach of this Agreement;
 - (b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 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 the Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units 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, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units and the Common Amenities, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Market Rental Housing Units, this Agreement will secure only the legal parcels which contain the Market Rental Housing Units. The City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for such 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 Owners;
 - (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.

Market Rental Housing Agreement (Section 483 *Local Government Act*)
5300 No. 3 Road
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Condition No. 17
V.4

- (d) 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 by the filing of Subdivision Plan EPP127362, then after the Lands are so Subdivided, this Agreement will charge and secure only the Lots and the City will partially release this Agreement from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots, provided however that:
- (i) the City has no obligation to execute the necessary documents for such 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; and
 - (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.

For certainty, if the Agreement is partially released in accordance with this Section 7.1(d), the entirety of this Agreement, including Sections 7.5 and 7.6, shall be released from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots. 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 Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental 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 Market Rental 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 Lots, at not cost or charge to the Tenant.

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

Market Rental Housing Agreement (Section 483 *Local Government Act*)
5300 No. 3 Road
Application No. RZ 23-011557
Condition No. 17
V.4

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

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

If the Owner fails to ensure good and efficient management of the Market Rental Housing Units or maintain the Market Rental Housing Units 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 the Market Rental Housing Units.

7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lots, 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 Lots or any Market Rental 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 Lots or any Market Rental Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lots 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 Sections 7.5 and 7.6 above will survive termination or release of this Agreement.

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Market Rental Housing Unit; and

- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the 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 Market Rental Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

7.22 Deed and Contract

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

7.23 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

7.23 Limitation on Owner's Obligations

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

7.24 Counterparts

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

[The Remainder of This Page is Intentionally Blank]

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

VANPROP INVESTMENTS LTD. (Inc. No. BC0270547) by its authorized signatory(ies):


Per: 
Name: RILEY BURR

Per: 
Name: DAVID R. BAIN

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

STATUTORY DECLARATION
(Market Rental Housing Units)

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:
) IN THE MATTER OF Unit Nos.
) (collectively, the "Market Rental Housing Units")
) located at
) (street address), British Columbia, and Housing
) Agreement dated, 20 (the
) "Housing Agreement") between
) and
) the City of Richmond (the "City")

I, (full name), of
(address) in the Province of British
Columbia, DO SOLEMNLY DECLARE that:

- 1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Market Rental Housing Units and information as of the day of, 20;
3. To the best of my knowledge, for the period from to, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Housing Agreement) at or below Market Rent (as defined in the Housing Agreement).

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

DECLARED BEFORE ME at
in the
Province of British Columbia, Canada, this
day of, 20
) (Signature of Declarant)
) Name:
A Notary Public and a Commissioner for taking
Affidavits in and for the Province of British
Columbia

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