



**Planning Committee
Electronic Meeting**

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

**Tuesday, March 3, 2026
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on February 17, 2026.*



NEXT COMMITTEE MEETING DATE

March 17, 2026, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. **RESPONSE TO METRO VANCOUVER'S PRE-CONSULTATION:
METRO 2050 AMENDMENT OPTIONS IN RESPONSE TO SOUTH
OF THE FRASER MAYORS' REQUEST**
(File Ref. No. 01-0157-30) (REDMS No. 8307869)

PLN-7

See Page PLN-7 for full report

Designated Speaker: Emily Huang & John Hopkins

STAFF RECOMMENDATION

That comments, as described in the report entitled “Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request”, dated February 12, 2026, from the Director, Policy Planning, be endorsed and submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.



2. **HARMONIZATION OF THE BASIC UNIVERSAL HOUSING FEATURES WITH THE BC BUILDING CODE “ADAPTABLE DWELLING UNIT” REGULATIONS**

(File Ref. No. 08-4000-01) (REDMS No. 8225045)

PLN-22

See Page PLN-22 for full report

Designated Speaker: James Cooper

STAFF RECOMMENDATION

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728, to harmonize the existing provisions of the Basic Universal Housing Features (Section 4.16) with those described in Section 3.8.5, Adaptable Dwelling Unit, of the current British Columbia Building Code, be introduced and given first reading.



DEPUTY CAO’S OFFICE

3. **HOUSING AGREEMENT (MODERATE MARKET RENTAL HOUSING) (9000 NO. 3 ROAD) BYLAW NO. 10690 TO PERMIT THE CITY OF RICHMOND TO SECURE MODERATE MARKET RENTAL UNITS AT 9000 NO. 3 ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 8277470)

PLN-71

See Page PLN-71 for full report

Designated Speaker: Greg Newman & Laurel Eyton

Pg. # ITEM

STAFF RECOMMENDATION

That Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 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 Moderate Market Rental homes required by Rezoning Application RZ 23-033712.

4. **HOUSING AGREEMENT AMENDMENT APPLICATION BY BC HOUSING AND POLYGON FOR TALISTAR DEVELOPMENT AT 3468 KETCHESON COURT**
(File Ref. No. 08-4057-05) (REDMS No. 8307643)

PLN-102

See Page PLN-102 for full report

Designated Speaker: Greg Newman

STAFF RECOMMENDATION

That Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743 be introduced and given first, second, and third readings.

5. **MANAGER'S REPORT**

ADJOURNMENT



Planning Committee

Date: Wednesday, February 18, 2026
Place: Anderson Room
Richmond City Hall
Present: Councillor Bill McNulty, Chair
Mayor Malcolm Brodie
Councillor Alexa Loo
Councillor Carol Day
Councillor Andy Hobbs
Also Present: Councillor Kash Heed
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
February 3, 2026, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. CITY OF VANCOUVER'S OFFICIAL DEVELOPMENT PLAN - OPPORTUNITY TO PROVIDE FEEDBACK

(File Ref. No. 08-4045-01) (REDMS No. 8275213)

Staff noted the report provides a high-level summary of the City of Vancouver's draft Official Development Plan (ODP). Staff advised they have no concerns other than recommending that consultation with the City of Vancouver continue with respect to shared issues such as housing and transportation. The intention is to forward the feedback to the City of Vancouver, prior to the scheduled Public Hearing on March 10, 2026.

Planning Committee
Wednesday, February 18, 2026

In response to queries from Committee, staff noted (i) they will follow up with the City of Vancouver pertaining to the major transit network proposed enhancements between South Vancouver and the Knight Street Bridge, as noted in their draft ODP, (ii) staff continue to ensure ongoing dialogue with the City of Vancouver regarding their housing policies and programs and how it may or may not impact the City of Richmond or other municipalities, and (iii) an adjacent municipality to Vancouver, staff were asked to provide comments on their draft ODP, which is the reason for the report to advise the City of Vancouver that staff have reviewed the draft ODP and do not have any immediate concerns.

It was moved and seconded

- (1) *That staff advise City of Vancouver staff that the City of Richmond has no concerns with the proposed Official Development Plan as prepared by the City of Vancouver; and*
- (2) *That consultation with the City of Vancouver continue on issues related to transportation initiatives that may impact access to and from the City of Richmond and collaborate on regional housing and homelessness.*

CARRIED

2. **FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE
2025 ANNUAL REPORT AND 2026 WORK PROGRAM**

(File Ref. No. 01-0100-30-AADV1-01) (REDMS No. 8276866)

It was moved and seconded

- (1) *That the Food Security and Agricultural Advisory Committee 2025 Annual Report, as presented in the staff report titled “Food Security and Agricultural Advisory Committee 2025 Annual Report and 2026 Work Program”, dated February 2, 2026, from the Director, Policy Planning, be received for information; and*
- (2) *That the Food Security and Agricultural Advisory Committee’s 2026 Work Program be approved.*

CARRIED

3. **RICHMOND ADVISORY COMMITTEE ON THE ENVIRONMENT
2025 ANNUAL REPORT AND 2026 WORK PROGRAM**

(File Ref. No. 01-0100-30-ACEN1-01) (REDMS No. 8296510)

In response to a query from Committee, staff confirmed that the work program does include reference to the Dike Master Plan updates and engagement opportunities.

Planning Committee
Wednesday, February 18, 2026

It was moved and seconded

- (1) *That the Richmond Advisory Committee on the Environment 2025 Annual Report as presented in the staff report titled “Richmond Advisory Committee on the Environment 2025 Annual Report and 2026 Work Program”, dated February 2, 2026 from the Director, Policy Planning, be received for information; and*
- (2) *That the Advisory Committee on the Environment’s 2026 Work Program be approved.*

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:08 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 Wednesday, February 18, 2026.

Councillor Bill McNulty
Chair

Lorraine Anderson
Legislative Services Associate

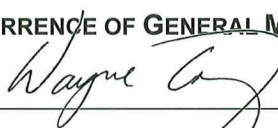
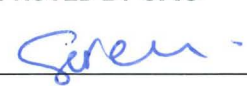


To: Planning Committee **Date:** February 12, 2026
From: John Hopkins **File:** 01-0157-30-
 Director, Policy Planning RGST1/2025-Vol 01
Re: **Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request**

Staff Recommendation

That comments, as described in the report entitled “Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request”, dated February 12, 2026 from the Director, Policy Planning, be endorsed and submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.

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

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

Staff Report

Origin

The Metro Vancouver Regional District (MVRD) Board has initiated consultation on potential amendments to the Regional Growth Strategy (RGS), Metro 2050, in response to a letter to the Board Chair from three South of the Fraser Mayors (City of Surrey, Township of Langley, and City of Delta) in June 2025 (Attachment 1). These municipalities expressed that the current RGS amendment framework is limiting their ability to accommodate the region's growing demand for housing, employment lands, and essential services. This report is in response to the request for input from member municipalities on potential changes to Metro 2050.

In response, Metro Vancouver staff prepared a series of amendment options for MVRD Board consideration. On November 28, 2025, the MVRD Board directed staff to initiate pre-consultation on the proposed amendments. As part of Metro Vancouver's consultation process, the City of Richmond has been invited to provide written comments on the proposed amendments on or before March 20, 2026 (Attachment 2).

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.*

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.

Findings of Fact

Metro 2050, adopted in February 2023, is the region's long-range growth strategy. It outlines how population, housing, and employment growth will be managed over the next 30 years while supporting complete, compact communities. The primary growth management tool in Metro 2050 is the Urban Containment Boundary (UCB) which aims to protect agricultural, conservation, and rural lands from urban growth while minimizing urban sprawl and greenhouse gas emissions. The UCB is designed to encourage densification of urban growth in compact, transit-oriented communities, while also protecting industrial and agricultural land. Metro 2050 reinforces the UCB by limiting the extension of regional sewerage services outside of the UCB. Attachment 3 includes the Regional Land Use Designations map and Special Study Areas and Sewerage Extension Areas map from Metro 2050 for reference.

Under Metro 2050, amendments to the RGS are categorized into three types:

- **Type 1:** This typically applies to changes to the amendment process itself or other major changes such as the deletion or amendment of goals or strategies. A Type 1 amendment requires an amendment bylaw to be passed by a 50% +1 weighted vote of the MVRD Board and unanimous acceptance by all affected local governments. After receiving the required 50% +1 vote and unanimous acceptance at first, second, and third readings, the bylaw is then referred to all affected local governments for comments and ultimately unanimous acceptance. Any changes to the amendment process (e.g., changing specific amendments from a Type 2 to a Type 3 amendment process) as described in this report would be subject to a Type 1 amendment.
- **Type 2:** This generally applies to regional land use designation changes to and outside the UCB. A Type 2 amendment requires an amendment bylaw to be passed by a two-thirds weighted vote of the MVRD Board. After receiving the required two-thirds weighted vote at first, second, and third readings, the bylaw is then referred to all affected local governments for comments. Comments are considered by the MVRD Board; however, local government acceptance is not required, and the MVRD Board has final decision-making authority. Currently, amendments to the UCB, and amendments of Rural to Industrial, Employment or General Urban regional land use designation would require a Type 2 amendment.
- **Type 3:** This applies to specific designation changes as outlined in Metro 2050 generally for areas within the UCB. A Type 3 amendment requires an amendment bylaw passed by a 50% +1 weighted vote of the MVRD Board. After receiving the 50% +1 weighted vote at first, second, and third reading, the bylaw is then referred to all affected local governments for comments. Similar to a Type 2 amendment, comments are considered; however, local government acceptance is not required, and the MVRD Board has final decision-making authority. As described in this report, Metro Vancouver are proposing that some of the Type 2 amendments (e.g., amendments to the UCB and associated regional land use designation changes) become Type 3 amendments.

Note: Affected local governments for Metro Vancouver refers to twenty-one municipalities, Electoral Area A (covers mostly rural lands along Howe Sound and Indian Arm, UBC, and University Endowment Lands) and Tsawwassen First Nation.

The Greater Vancouver Sewerage and Drainage District (GVS&DD) oversees regional sewerage infrastructure and some drainage infrastructure in Vancouver, Burnaby, Port Moody, and Coquitlam. Regional wastewater and rainwater management is guided by the provincially Integrated Liquid Waste and Resource Management Plan. Metro 2050 reinforces the UCB by limiting the extension of regional sewerage services into areas designated for Rural, Agricultural, Conservation and Recreation. While local governments can apply for boundary amendments, only the GVS&DD Board can adopt amendment bylaws to change the regional sewerage boundary.

Proposed Amendment Options to Metro 2050

As indicated in Attachment 1, the joint letter from the Mayors of the City of Surrey, Township of Langley and City of Delta dated June 19, 2025 expresses concerns regarding the existing Metro 2050 amendment framework that causes challenges for the three-member jurisdiction to meet the demand for growth and other essential services due to limited developable area inside the UCB.

As such, the Mayors are asking Metro Vancouver to amend the RGS to accommodate growth pressures south of the Fraser River. Specifically, they are requesting:

- more flexible, streamlined amendment mechanisms, including UCB adjustments for areas outside of the Agricultural Land Reserve (ALR) and environmentally sensitive areas with minimal to no regional involvement;
- reclassifying some amendments to require lower decision-making thresholds; and
- allowing more site-specific areas to be explored for future growth.

In response to the request, Metro Vancouver staff developed four proposed amendments to improve UCB flexibility and streamline the amendment process without compromising the regional growth management objectives. This was endorsed by the MVRD Board at their November 28, 2025 meeting for consultation. The proposed amendments are as follows and are discussed in further detail under the Analysis section:

1. **Add new Special Study Areas** in the requesting municipalities for inclusion in Metro 2050. Once the requesting municipalities identify the specific areas for inclusion, any amendment to Metro 2050 to include a new Special Study Area would require a Type 3 amendment.
2. **Re-Classify amendments** to expand the UCB and to redesignate lands with a Rural regional land use designation from a Type 2 to a Type 3 amendment process. In order to make this change, a Type 1 amendment would be required.
3. **Expand amendment opportunities** for properties adjacent to the UCB that are designated Agriculture or Rural to any regional land use designation from a Type 2 to a Type 3 amendment process. In order to make this change, a Type 1 amendment would be required.
4. **Expand the use of the flexibility clause (6.2.7)** in Metro 2050 for properties adjacent to the UCB that meet certain criteria. In order to make this change, a Type 3 amendment would be required.

Metro Vancouver staff have also identified several improvements to the amendment process that can be implemented without a formal RGS amendment.

Analysis

City of Richmond Comments on the Four Proposed Metro 2050 RGS Amendments

The four proposed amendments to Metro 2050 and potential impacts to Richmond and the region are summarized as follows:

Proposed Amendments Summary	Potential Impacts
<p>1. Add new Special Study Areas in the requesting municipalities</p> <ul style="list-style-type: none"> • Metro 2050 currently does not permit new Special Study Areas (SSAs) and is not intended as a growth management tool. Proposed land use changes within a SSA are considered a Type 3 Amendment. 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • Richmond does not have existing SSAs and this proposed amendment would not permit the City to identify new ones. • May not have strong immediate impacts to Richmond if new SSAs are designated, but future land use changes in SSA areas would occur in areas that are currently regionally designated as

Proposed Amendments Summary	Potential Impacts
<ul style="list-style-type: none"> • Proposed amendment: This would allow the three municipalities to designate new SSAs outside the UCB, allowing them to explore potential future land use changes and providing a clearer framework for considering targeted growth areas. Further policy work is required to define the conditions for introducing new SSAs. 	<p>Rural, Agricultural, Industrial, and outside the UCB.</p> <p><u>Regional:</u></p> <ul style="list-style-type: none"> • Only the three requesting municipalities would be able to make a request for a SSA.
<p>2. Re-classify amendments to properties with a regional Rural land use designation as Type 3 amendments</p> <ul style="list-style-type: none"> • Current amendments with a Rural regional land use designation: <ul style="list-style-type: none"> ○ Type 2: Rural to Industrial, Employment, General Urban ○ Type 3: Rural to Agricultural, Conservation and Recreation • 99% of Rural lands are outside the UCB • Proposed amendment: Rural to any regional land use designation as Type 3 amendment, including moving the UCB. 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • Richmond does not have regional Rural land use designations, so this proposed amendment is not applicable. <p><u>Regional:</u></p> <ul style="list-style-type: none"> • Only a select number of municipalities would be able to utilize this amendment. • Undermines the region's aim to protect and intensify existing industrial lands, support growth in transit-oriented areas and situate jobs close to where people live.
<p>3. Expand amendment opportunities for properties contiguous with the Urban Containment Boundary</p> <ul style="list-style-type: none"> • Current Metro 2050 policy permits Rural and Agricultural parcels contiguous to the UCB (and outside ALR) to apply for Industrial designation as a Type 3 amendment • Proposed amendment: Rural and Agricultural parcels contiguous to UCB to any regional land use designation could be proposed as a Type 3 amendment. • Criteria for amendments: <ul style="list-style-type: none"> ○ outside the ALR and ESAs ○ can be serviced with existing or committed infrastructure ○ support compact, transit-oriented, complete communities • Recognizes that some contiguous areas outside the UCB may present opportunities for supporting urban expansion. 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • This amendment would specifically impact property owned by Montrose Industries at 7011 No. 7 Road and an unaddressed parcel (PID: 024-397-423) which was removed from the ALR by the Province in 2023, is outside the UCB, and is designated Agriculture in the City's OCP and Metro 2050. • All other lands adjacent to the UCB in Richmond fall within the ALR and therefore do not meet Metro Vancouver's criteria. <p><u>Regional:</u></p> <ul style="list-style-type: none"> • Only a select number of municipalities would be able to utilize this amendment.
<p>4. Expand the use of the 'Flexibility Clause' for properties contiguous with the Urban Containment Boundary</p> <ul style="list-style-type: none"> • Metro Vancouver's flexibility clause (6.2.7) allows limited changes to regional land use designations within the UCB through municipalities' Regional Context Statement (RCS), without requiring a 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • Richmond's OCP currently permits the flexibility clause policy, and the proposed amendment would have no immediate impact on Richmond, as the City would only meet one of two conditions under Policy 6.2.7: <ul style="list-style-type: none"> ○ the Member Jurisdiction may re-designate land from one regional land use designation

Proposed Amendments Summary	Potential Impacts
<p>formal Metro 2050 amendment if conditions in policy 6.2.7 are met.</p> <ul style="list-style-type: none"> • Proposed amendment: Extend the same flexibility to sites contiguous to and outside the UCB if they meet the same conditions under policy 6.2.7. • This would provide member jurisdictions with more local discretion for growth opportunities without triggering a Metro 2050 amendment. 	<p>to another regional land use designation, only if the aggregate area of all proximate sites so re-designated does not exceed one (1) hectare.</p> <p>Note: The combined area of all land re-designated under policy 6.2.7 conditions must not exceed two percent of the member jurisdiction's total land in each relevant regional land use designation as of July 29, 2011.</p> <p><u>Regional:</u></p> <ul style="list-style-type: none"> • This amendment would only apply to municipalities with non-ALR land outside of the UCB.

Planning Implications

The proposed amendments would have little benefit to the City of Richmond and instead primarily increase flexibility for the three South of the Fraser municipalities, which have submitted the majority of amendment requests since 2023. This approach undermines the intent of the UCB to limit sprawl and strive for a compact metropolitan urban form, as well as focus urban growth within the compact urban form through transit-oriented, complete communities. While Official Community Plans across the region are aimed at supporting compact communities, ecological protection, and directing growth away from agricultural lands, Richmond's limited agricultural land base and flood-risk make it particularly vulnerable to the environmental impacts of regional UCB expansion. As more land South of the Fraser could be unlocked for growth under the proposed amendments, uneven expansion could create ecological pressures and contribute to long-term imbalances in economic and infrastructure investment, even if the effects are not immediate.

It is acknowledged that there are growth-related challenges faced by South of the Fraser municipalities in accommodating increasing demand for housing and essential services. However, planning decisions should be proactive and grounded in strategic long-range thinking, rather than reactive to case-by-case amendment requests. Alternative solutions could involve undertaking a more comprehensive review of the UCB to evaluate broader amendments to the GVS&DD sewerage boundary. This approach would focus on Rural-designated areas that lie outside both the UCB and the ALR but are already within the sewerage boundary. Such a review would provide a more strategic path forward on a regional basis, rather than weakening the amendment process as proposed by the three South of the Fraser municipalities.

Regional Servicing

Any amendments to how the UCB may be adjusted would need to be coordinated with how adjustments to the GVS&DD boundary are administered. The implications for regional servicing, including sewer extensions, have not yet been assessed in terms of the land base impacted, nor the potential servicing and cost implications for utilities, transit and other urban services. Metro Vancouver would need to provide clarity around how any servicing costs

associated with adjusting the GVS&DD boundary would be determined and allocated. This assessment would accompany consideration of any potential amendment bylaws to Metro 2050.

Next Steps

Following Council endorsement, a letter would be sent to Metro Vancouver prior to the March 20, 2026 deadline highlighting the following:

- The proposed options as presented by Metro Vancouver undermines the intent of the UCB which is to limit sprawl and strive for a compact metropolitan urban form, as well as focus urban growth within the compact urban form through transit oriented, complete communities.
- Planning decisions should be proactive and grounded in strategic long-range thinking, rather than reactive to case-by-case amendment requests. Alternative solutions could involve undertaking a more comprehensive review of the UCB to evaluate broader amendments to the GVS&DD sewerage boundary.
- Any amendments to how the UCB may be adjusted would need to be coordinated with how adjustments to the GVS&DD boundary are administered.
- Metro Vancouver would need to provide clarity around how any servicing costs associated with adjusting the GVS&DD boundary would be determined and allocated.

Metro Vancouver has indicated that comments received from affected local governments will be reviewed by the MVRD Board on April 24, 2026. This may include consideration of initial readings of amendment bylaw(s). If readings are given to amendment bylaw(s), comments from member municipalities will be required, including unanimous acceptance if any of the proposed amendments outlined in this report are considered.

Financial Impact

None.

Conclusion

Metro Vancouver has provided information on four proposed amendments to Metro 2050 in response to a joint letter from the Mayors of the City of Surrey, Township of Langley, and City of Delta. The letter raises concerns about the current amendment framework and the challenges it creates for meeting growth demands South of the Fraser. The proposed draft amendments address the issues outlined in the letter, and member jurisdictions including Richmond have been given an opportunity to provide comments in the pre-consultation process.

Based on staff's review, the proposed amendments do not benefit the City of Richmond and instead primarily increase flexibility for the three South of the Fraser municipalities. While Richmond recognizes the growth pressures they face, planning decisions should be guided by strategic, long-range considerations.

It is recommended that the comments outlined in this report entitled "Response to Metro Vancouver's Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors' Request", dated February 12, 2026 from the Director, Policy Planning, be endorsed and

February 12, 2026

- 8 -

submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver's consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.



Emily Huang
Planner 2 (Policy Planning)
(604-204-8631)

EH:cas

- Att. 1: Letter dated June 19, 2025 to Metro Vancouver from the City of Surrey, Township of Langley and City of Delta regarding "Urban Containment Boundary – Urgent Need for Policy Reform"
- Att. 2: Letter dated January 20, 2026 to City of Richmond from Metro Vancouver regarding "Consultation on Proposed Metro 2050 Amendment Options in Response to South of the Fraser Mayors' Request"
- Att. 3: Metro 2050 Maps, including Regional Land Use Designations and Special Study Areas and Sewerage Extension Areas Map.



June 19, 2025

Via E-mail

Mayor Mike Hurley
 Chair, Metro Vancouver Board of Directors
 Metrotower III, 4515 Central Boulevard
 Burnaby BC V5H 0C6

Dear Chair Hurley and Members of the Board:

Re: Urban Containment Boundary – Urgent Need for Policy Reform

The Mayors of Surrey, the Township of Langley, and Delta jointly write to advise the Metro Vancouver Regional District to express a unified concern over the Metro 2050 framework, as currently written and administered, is obstructing our collective ability to plan for and deliver the housing, employment land and critical services our rapidly growing South-of-the-Fraser communities require.

Our communities are facing increased challenges due to the current policies and administrative process governing the Urban Containment Boundary (UCB) as outlined in the Regional Growth Strategy (RGS).

Accordingly, we expect the Board to direct staff to draft amendments that will:

1. **Redefine and modernize the UCB.** Policy language must allow contiguous UCB extensions that:
 - are outside the Agricultural Land Reserve and ecologically sensitive areas;
 - can be serviced with existing or committed infrastructure; and
 - support compact, transit-oriented, complete communities.
2. **Re-classify qualifying UCB expansions as Type 3 amendments.** The process for expending or adjusting the UCB through a Type 2 or Type 3 amendment under the RGS is burdensome, time-consuming, and often lacks transparency or consistency in interpretation. The ambiguity surrounding what qualifies as a Type 2 versus Type 3 amendment has led to unnecessary delays and uncertainty for both the municipalities and the development community. Therefore, we propose extensions meeting the above criteria—or located within Special Study Areas—should proceed as Type 3 amendments, subject to a simple majority (50% + 1) weighted vote, rather than the current two-thirds super-majority required for Type 2 amendments.
3. **Introduce a streamlined “minor realignment” allowance.** The municipalities should be granted more authority to make UCB changes that are consistent with their Official Community Plans and that align with regional objectives. Including, Site-specific UCB adjustments that do not compromise regional objectives, with notification to Metro Vancouver in lieu of a full amendment process.

South-of-the-Fraser municipalities will accommodate the largest share of the region's future population and job growth—yet only a fraction of developable lands lie within the existing UCB. The status quo is untenable; persisting with it will deepen the region's housing shortage, constrain industrial expansion, and undermine transportation investments.

We recognize the importance of a coordinated regional approach and remain committed to working with Metro Vancouver and our regional partners. However, this commitment must be balanced with a system that is adaptive, equitable, and supports the practical realities of a fast-growing communities.

We call on Metro Vancouver to initiate a formal review of the UCB amendment process and the Regional Growth Strategy to address the concerns of the South of the Fraser municipalities. We are prepared to contribute staff expertise, data, and policy insights to assist in this necessary review.

We therefore request the following immediate actions:

Staff direction: That Metro Vancouver staff report back with draft text amendments and a revised amendment classification table by September 30 2025.

Committee delegation: That representatives of our four municipalities be invited to present the technical basis for these changes at the next meeting of the Regional Planning Committee.

Voting fairness: That the Board commit, in advance, to treating any qualifying UCB expansion as a Type 3 amendment, effective immediately.

Failure to address these issues promptly will compel our municipalities to explore every legislative and intergovernmental avenue available to secure the flexibility our residents and businesses deserve.

We look forward to your prompt confirmation that Metro Vancouver will proceed as outlined above.

Sincerely,



Mayor Brenda Locke,
City of Surrey



Mayor Eric Woodward,
Township of Langley



Mayor George V. Harvie,
City of Delta

cc: Mayor John McEwen, Vice-Chair, Metro Vancouver Board
Chief Administrative Officers – South of the Fraser Municipalities
Regional Planning Advisory Committee

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

January 20, 2026

File: CP-11-01
Ref: RD 2025 11 28

Mayor Malcolm Brodie and Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

VIA EMAIL: mbrodie@richmond.ca; cau@richmond.ca; carol.day@richmond.ca;
lgillanders@richmond.ca; kash.heed@richmond.ca; andy.hobbs@richmond.ca;
alexa.loo@richmond.ca; bmcnulty@richmond.ca; michael.wolfe@richmond.ca

Dear Mayor Malcolm Brodie and Council:

**Consultation on Proposed *Metro 2050* Amendment Options
in Response to South of the Fraser Mayors' Request**

On November 28, 2025, the Metro Vancouver Regional District (MVRD) Board of Directors directed staff to initiate consultation on potential amendments to *Metro 2050*, the Regional Growth Strategy, in response to a letter to the Board Chair from three South of the Fraser Mayors. These municipalities have expressed that the current amendment framework is limiting their ability to accommodate the region's growing demand for housing, employment lands, and essential services.

In June 2025, the mayors of Surrey, Langley Township, and Delta submitted a joint letter outlining policy changes they believe are necessary to better support growth and development south of the Fraser. Informed by this request and subsequent discussions with municipal staff and the MVRD Board, Metro Vancouver has developed four amendment options for consideration. These options focus on improving flexibility for making adjustments to the Urban Containment Boundary and streamlining the amendment process while maintaining the integrity of regional growth management objectives.

The proposed amendment options are:

1. Type 3 amendment: Add new Special Study Areas in the requesting municipalities.

Currently, *Metro 2050* does not allow the addition of new Special Study Areas (SSAs). SSAs are designated locations where future regional land use changes are anticipated but require further study before an amendment can proceed. This amendment would allow Surrey, Langley Township, and Delta to identify a limited number of new SSAs for inclusion in *Metro 2050*, enabling future land use changes in these areas to be considered under a lower voting threshold.

81367363

2. **Type 1 amendment: Re-Classify amendments to lands with a Rural regional land use designation from Type 2 to Type 3 amendments.**
Lower the voting threshold for designation changes from Rural to Industrial, Employment, or General Urban.
3. **Type 1 amendment: Expand amendment opportunities for properties adjacent to the Urban Containment Boundary.**
Lower the voting threshold for changes from Agricultural or Rural to General Urban or Employment, provided that the sites (a) are contiguous with the Urban Containment Boundary; (b) are outside the Agricultural Land Reserve and ecologically sensitive areas; (c) can be serviced with existing or committed infrastructure; and (d) support compact, transit-oriented, complete communities.
4. **Type 3 amendment: Expand use of the flexibility clause (6.2.7) for properties adjacent to the Urban Containment Boundary.**
Allow regional land use designations on sites contiguous to the Urban Containment Boundary to be changed without a *Metro 2050* amendment, if the change satisfies criteria outlined in the current flexibility clause (i.e. site size and cumulative usage).

Under *Metro 2050*, Type 1 amendments require a 50%+1 weighted vote of the MVRD Board plus unanimous acceptance by all affected local governments to pass. Type 3 amendments require a 50%+1 weighted vote of the MVRD Board to pass after an opportunity for comment from all affected local governments. More details about these amendment types is contained in Part F of *Metro 2050* ([Implementation](#)) and in the [Regional Growth Strategy Amendments Implementation Guide](#).

The MVRD Board cannot give initial readings to a *Metro 2050* amendment bylaw that affects local governments without first consulting with them. As an agency with a statutory role in the Regional Growth Strategy amendment process, we are seeking your feedback on these options, as detailed in the enclosed staff report. At this stage, we are not requesting formal consideration of any bylaw; all feedback received through this consultation will be summarized and provided directly to the Metro Vancouver Regional District Board when it considers the initial readings of any draft *Metro 2050* amendment bylaws. If the MVRD Board grants initial readings to any bylaw at that meeting, a formal referral and comment period of at least 60 days will be initiated.

To meet this timeline, we request that you provide any comments by **March 20, 2026**. Staff would be pleased to meet with your staff or present to your Council or Board to discuss the proposed options in more detail. To arrange this, or should you have any questions, please contact Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, Regional Planning and Housing Services, by phone at 604-432-6391 or by email at jonathan.cote@metrovancover.org.

Thank you for your attention to this matter and for your continued collaboration in shaping the region's growth.

Enclosed is a copy of the aforementioned staff report for your reference.

Yours sincerely,



Mike Hurley
Chair, Metro Vancouver Boards

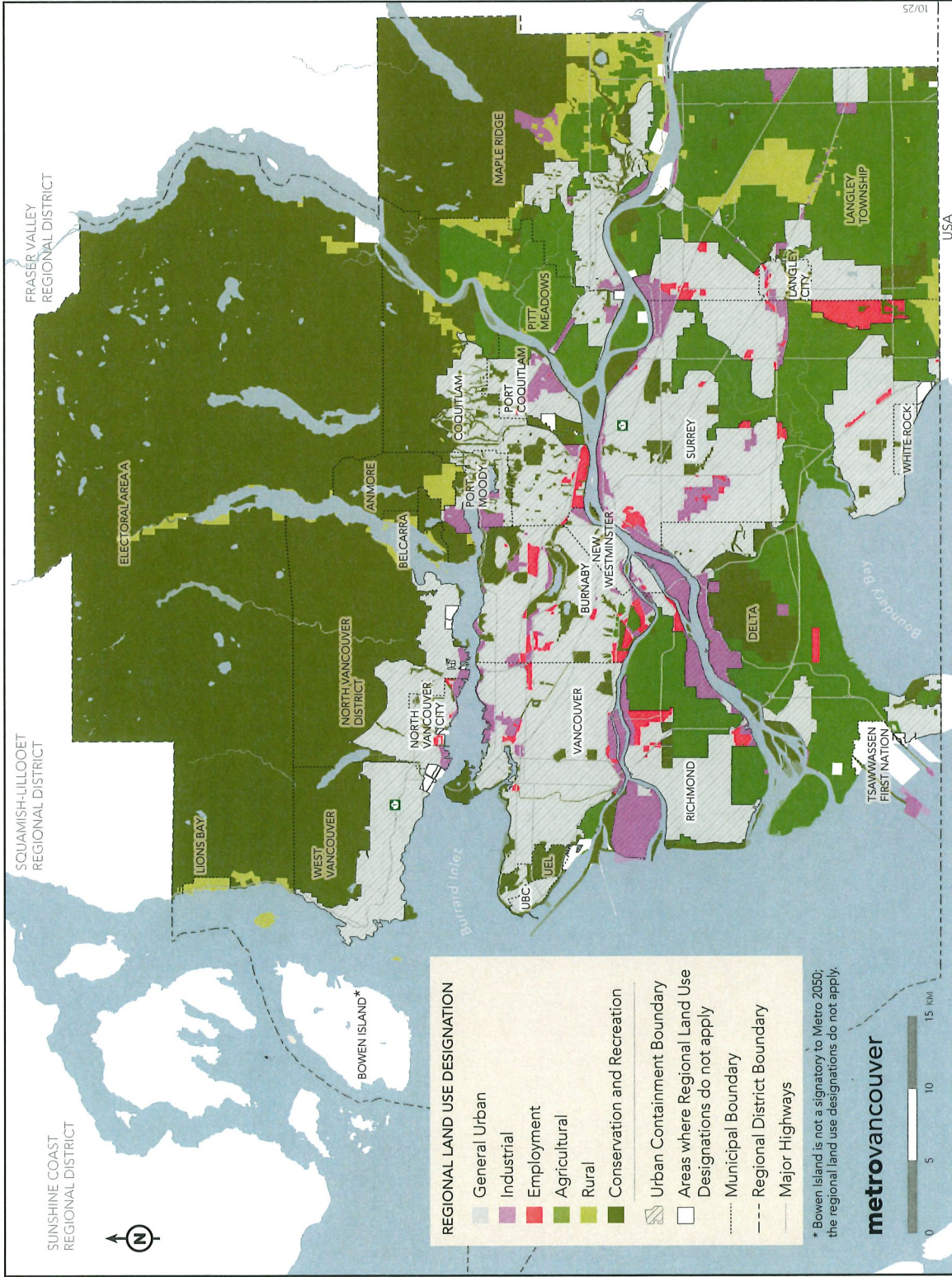
MH/JC/ms

cc: Serena Lusk, Chief Administrative Officer, City of Richmond
Claudia Jesson, Director of City Clerk's Office, City of Richmond
Jerry Dobrovolny, Commissioner/Chief Administrative Officer, Metro Vancouver
Heather McNell, Deputy Chief Administrative Officer, Policy and Planning, Metro Vancouver

Encl: [MVRD Board Report dated November 14, 2025, titled "Proposed Metro 2050 Amendment in Response to South of the Fraser Mayors' Request" \(pg. 407\)](#)

81367363

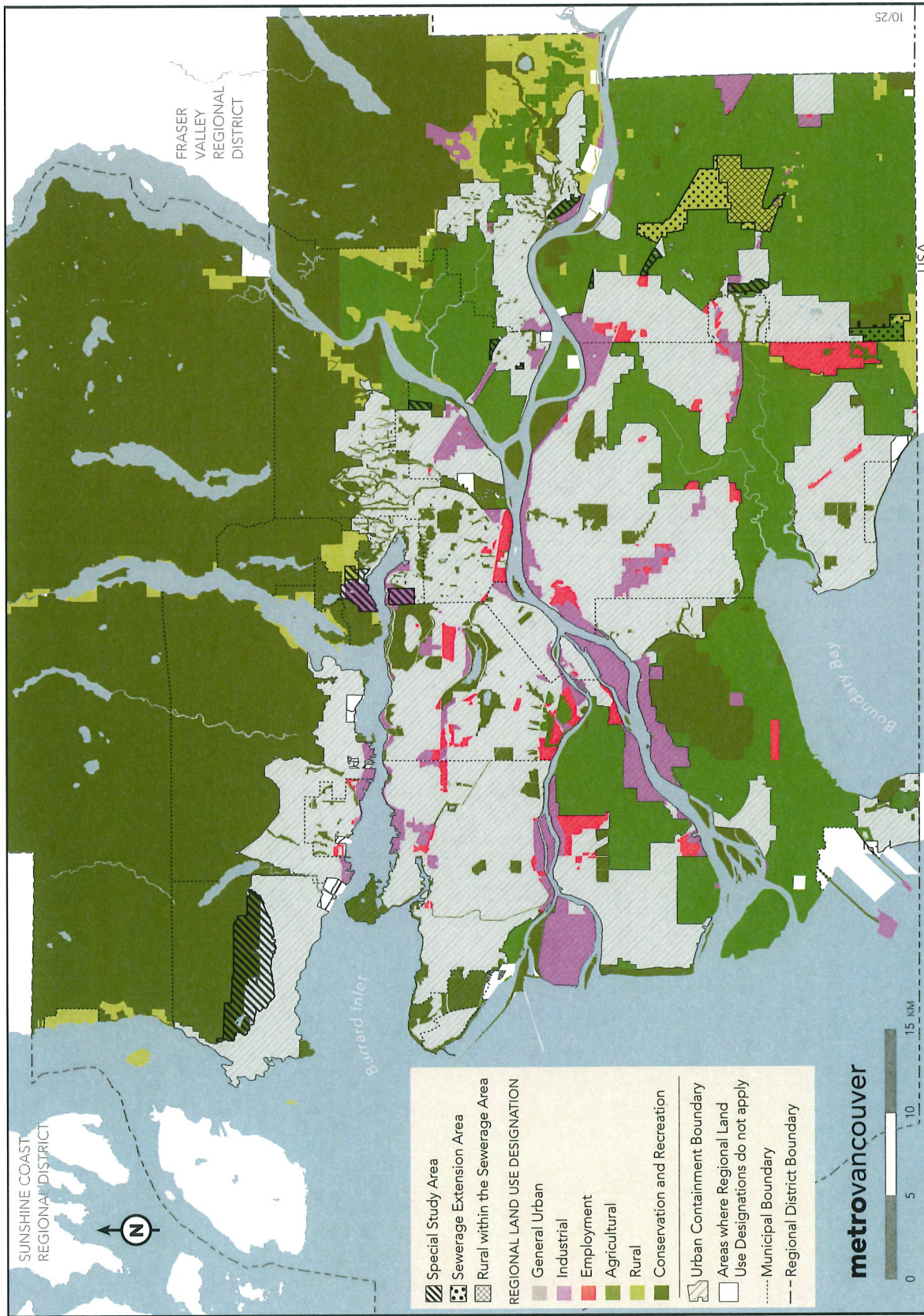
MAP 2 Regional Land Use Designations



This map is a small scale representation of the parcel-based Regional Land Use Designation Map that Metro Vancouver maintains as the basis for defining land-use designation boundaries. The official Regional Land Use Designation Map can be found at metrovancover.org. Revised by Bylaw 1406, 2025.



MAP 12 Special Study Areas and Sewerage Extension Areas



Revised by Bylaw 1404, 2025.



City of Richmond

Report to Committee

To: Planning Committee **Date:** February 12, 2026
From: James Cooper **File:** 08-4000-01/2025-Vol
 Director, Building Approvals 01
Re: **Harmonization of the Basic Universal Housing Features with the BC Building Code "Adaptable Dwelling Unit" Regulations**

Staff Recommendation

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728, to harmonize the existing provisions of the Basic Universal Housing Features (Section 4.16) with those described in Section 3.8.5, Adaptable Dwelling Unit, of the current British Columbia Building Code, be introduced and given first reading.

James Cooper
 Director, Building Approvals
 (604-247-4606)

Att. 2

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Development Applications	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Social Development	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO

Staff Report

Origin

The purpose of this report is to harmonize the Basic Universal Housing (BUH) features in Zoning Bylaw No. 8500 with the requirements of the BC Building Code's Adaptable Dwelling Unit (ADU), maintaining incentivization for existing enhanced residential accessibility standards and introducing increased incentives for accessible balconies and patios, and the number of ADU-compliant units beyond those required by the base Building Code.

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.

This report supports Council's Strategic Plan 2022-2026 Focus Area #3 A Safe and Prepared Community:

Community safety and preparedness through effective planning, strategic partnerships and proactive programs.

Findings of Fact

Context

In 2007, the City incorporated the requirements of the BUH into Zoning Bylaw No. 5300 as a voluntary program to encourage accessibility design within units, primarily in apartment buildings, at a time when the base Building Code did not consider residential accessibility. An exemption of 1.86 m² (20 ft²) for each unit achieving the BUH standards was granted to offset the additional space needed to accommodate the larger dimensions for accessibility features.

Continuously Upgrading

These bylaw provisions were continued in Zoning Bylaw No. 8500, with an expanded and refined list of features to facilitate movement and use by persons with disabilities, and adaptation for possible future accessible configurations. These provisions were subsequently harmonized with the Building Code accessibility criteria in 2011 and again in 2012 to remove from the list features already covered under the base Building Code.

Current Condition

The current BC Building Code, as of 2024, establishes accessibility standards for residential units in multi-unit buildings, with design requirements in Section 3.8.5, Adaptable Dwelling Unit (ADU). Please see Attachment 1 for the design guidelines describing the spatial requirements within residential units.

Without exception, these ADU provisions for spatial requirements surpass or are equivalent to those outlined in the City's BUH. These include dimensional requirements for maneuvering

spaces for approaches to sinks, tubs, toilets, showers, kitchen and doorways; around the bed and closet in at least one bedroom; as well as widths of corridors and doors that comprise an accessible path.

There are also requirements for functional ergonomics of counters, cabinets, mirrors, electrical switches and controls, plumbing adaptable for future fixture changes and heights and electrical rough-in for future door operators. Please see Attachment 2 for a table comparing spatial requirements for items considered in both ADU and in existing BUH standards in the Zoning Bylaw.

Although spatial requirements are more stringent in the ADU standard, there are several items in BUH not considered in the ADU that staff consider significant and should be part of measures required for an incentive. These are as follows:

- task lighting at the sink, stove and key work areas in the kitchen
- pull-out work boards at 810 mm height in the kitchen
- at least one window in the bedroom and living room, with a sill height not exceeding 750 mm to accommodate seated viewing; and
- minimum size 1,500 mm × 1,500 mm for patios and balconies.

Analysis

Consultation

Prior to developing the strategy for harmonizing the BC Building Code's ADU requirements for residential accessibility with the City's BUH, members from the development and design industries, including the Urban Development Institute and major architectural firms, as well as the Richmond Accessibility Advisory Committee (RAAC), were consulted on elements of a reasonable approach.

The strategy was presented to the RAAC on January 14, 2026. Overall, the RAAC endorsed this approach to harmonization and commended the City's efforts to further accessible housing beyond provincial requirements. The RAAC also requested that additional design elements be explored for incorporation into the BUH items. At the February 11, 2026, RAAC meeting, the Committee identified several potential items for inclusion in the BUH items. These items have been considered within the framework of BUH features. Some were found to be already addressed in BUH, ADU and general Building Code provisions while others have been included in this proposal or will be considered in further amendments to the BUH.

Approach

The approach continues the City's goal for constantly improved accessibility through a system of incentives to encourage voluntary incorporation of higher standards.

Although the 2024 BC Building Code's ADU requirements contain more stringent dimensional requirements than the City's BUH, the Province, as of March 2025, has taken a phased approach to implementation. Currently, the Building Code requires 20 per cent of all single storey units in

multi-residential buildings to comply, instead of all units as originally intended at the introduction of the 2024 edition of the code. Presumably, future administrative directives or code iterations will require increasing percentages of units to comply until all are compliant. The Province cited financial impacts of increased costs to produce larger units accommodating the greater clearances required, and disruption to delivery of projects already under design.

This phased approach provides the City with opportunities to expand incentives for greater accessibility based on floor area exemptions that reflect the area required for the specific features:

1. The first maintains the incentive for any unit achieving the BUH standard. Since the BUH standard includes the four items (mentioned above) not considered in the ADU provisions, the 20 per cent of units required to be ADU compliant by the Building Code will also qualify for the incentive if those four items are incorporated.
2. The second incentivizes an increased number of units to achieve the ADU standard beyond the 20 per cent required by the base Building Code.

Incentives Structure

The City will maintain its strategy to offer floor area exemptions from the maximum allowed to incentivize voluntary, higher accessibility standards beyond the Building Code. Like earlier efforts determining the appropriate area exemption to achieve BUH compliance, the design industry was consulted on area requirements for the ADU provisions. That consultation suggests the minimum additional area to accommodate the increased spatial requirements in ADU regulations is approximately 3.72 m² (40 ft²), as opposed to the 1.86 m² (20 ft²) for BUH.

Proceeding on the RAAC 's endorsement of our approach, there is strong support for including the four BUH items (mentioned above) not considered in the ADU, and the following as requirements for the 3.72 m² (40 ft²) floor area exemption:

- additional electrical outlets in bedrooms for future motorized bed and other equipment
- an accessible door sill to balconies and patios as current regulations are silent on the height of such door sills, which almost always prevent access.

Incentives, Floor Area Exemptions:

1. A 1.86 m² (20 ft²) floor area exemption will continue to apply for each unit designed to achieve the current BUH standard. This will also apply to those ADU-compliant units required by the base Building Code that incorporate the following items, less an accessible door sill requirement:
 - task lighting at the sink, stove and key work areas in the kitchen
 - pull-out work boards at 810 mm height in the kitchen
 - at least one window in the bedroom and living room, with a sill height not exceeding 750 mm to accommodate seated viewing; and
 - minimum size 1,500 mm × 1,500 mm for patios and balconies.

Those that provide an accessible door sill to patios and balconies and additional electrical outlets in one bedroom, in addition to the above, will qualify for the 3.72 m² (40 ft²).

2. A 3.72 m² (40 ft²) floor area exemption will apply for each unit, beyond the 20 per cent required by the Building Code, designed to meet the ADU standards and incorporating the following features:
 - task lighting at the sink, stove and key work areas in the kitchen
 - pull-out work boards at 810 mm height in the kitchen
 - at least one window in the bedroom and living room, with a sill height not exceeding 750 mm to accommodate seated viewing
 - minimum size 1,500 mm × 1,500 mm for patios and balconies
 - an accessible door sill to patios and balconies; and
 - additional electrical outlets in bedrooms for future motorized bed and other equipment.

Financial Impact

None.

Conclusion

Incorporating the provisions of the ADU regulation with those of the BUH to incentivize enhanced measures will improve the overall level of accessibility in residential units and continue to promote Richmond as a municipal leader in the advancement of accessibility. These changes are required to address the Province's phased implementation of the 2024 Building Code's ADU provisions, as well as to modernize the City's accessibility standard. They represent the City's commitment to continuous improvement for an accessible environment. These amendments will require Public Hearing for second and third reading prior to adoption.



James Cooper
Director, Building Approvals
(604)247-4606

JC:fa

- Att. 1: Adaptable Dwelling Unit (ADU) Design Guidelines
2: BUH vs ADU Comparison Table



2024 BC BUILDING CODE ADAPTABLE DWELLING UNIT ILLUSTRATIVE DESIGN GUIDE

PLN - 27



public



2025.03.14

TABLE OF CONTENTS

	Page
Acknowledgments.....	ii
Preface.....	ii
Legend.....	iii
Clear Floor Space Legend.....	iii
1.4.1.2. Defined Terms.....	1
3.8.5.1. Application.....	2
3.8.5.2. Construction Requirements.....	4
Adaptable Dwelling Unit Provisions Table.....	5
3.8.5.3. Building Access Requirements.....	6
3.8.5.4. Adaptable Dwelling Unit Doorways.....	7
3.8.5.5. Adaptable Dwelling Unit Hallways and Corridors.....	10
3.8.5.6. Adaptable Dwelling Unit Bedrooms.....	12
3.8.5.7. Adaptable Dwelling Unit Bathrooms.....	15
3.8.5.8. Adaptable Dwelling Unit Kitchens.....	23
3.8.5.9. Controls, Switches and Outlets.....	26
3.2.4.19.(7) Special Outlet for Future Strobe.....	27
Adaptable Dwelling Unit Plans.....	29
Adaptable Floor Plate Example.....	33

Acknowledgments

We extend gratitude to the local governments, development industry professionals, accessibility advocates and other interest holders who contributed their input to inform the development of the Adaptable Dwelling Unit Illustrative Design Guide.

This guide was developed by Lucas Genereux, ASCT and Andrew Harmsworth, M Eng, P Eng, CP, FEC at GHJ Consultants Ltd. with illustrations created by John Wall, Architect AIBC, RAIC, Shane O'Neill, Architect AIBC, RAIC, Sergio Mancini, Architect and Urban Planner Licensed in Brazil, and Catherine Wong, Intern Architect, AIBC at PUBLIC Architecture + Design Inc. in partnership with Ministry staff from the Building and Safety Standards Branch.

We acknowledge with gratitude that this guide was produced on the traditional unceded territories of the x^wməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish), and səliłwətał/Səlilwíłulh (Tseil-Waututh) Nations, we respectfully honour their cultures and traditions and all the unique Indigenous Peoples and Nations across the province.

Preface

Adaptable dwellings help people through every stage of life. Not only do they provide adaptable housing for people living with disabilities, they also help those experiencing life changing illnesses or temporary or permanent injuries, multigenerational families, and seniors who may wish to age in place. Adaptable dwellings provide accessible entrances, more clearance space to support mobility, accessible controls, switches, and features to suit occupants' needs, offering greater comfort and accessibility.

29

The BC Building Code (BCBC) provisions have been enacted in the context of and in alignment with the 2020 National Building Code (NBC) research that reflects how people interact with the built environment. The [*Accessible British Columbia Act*](#) was passed in June of 2021, with the commitment to prioritize more accessible homes, buildings, infrastructure and public spaces and support people with disabilities to meaningfully participate in their communities.

The adaptable dwelling unit requirements of the 2024 BCBC aim to reduce future retrofitting costs and help people to stay in their homes through illness, injury, and aging. This guide is intended to be a complementary resource to the Space and Cost Impact Report Study to support implementation of the 2024 BCBC adaptable dwelling unit and earthquake requirements.

The illustrations and commentary within this guide should not be read as legal interpretations of the BCBC requirements. This design guide offers suggestions and considerations for the design community and does not replace formal Code education or the legal language within the 2024 BCBC. Accessible and adaptable spaces should be designed by qualified individuals who have been properly trained on accessible and adaptable building systems and design. The Building Code establishes the scope and application of the design guide content.

Legend

To assist with content identification in this design guide, the following legend describes the conventions used to display the 2024 BCBC language, commentary, and clear floor space illustrations.

Black Text – 2024 BC Building Code provisions

Italicised Text – Defined terms in the 2024 BC Building Code

Black Outlined Box

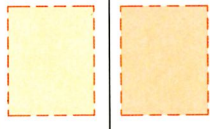
– References to code sections outside 3.8.5 / Notes to Part 3

Black Line and Grey Box – Design guide notes and commentary

Clear Floor Space Legend



Door – Pull Side: 1500mm by 1700mm with 600mm beside latch



Door – Push Side: 1200mm wide by 1500mm deep with 300mm beside latch



Sliding Door – Both Sides: 1200mm wide by 1500mm deep



Pre-wired Power Door Operator – Both Sides: 1000mm wide by 1500mm deep



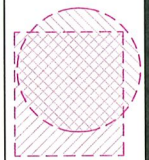
Lavatory: 800mm wide by 1350mm deep with max 430 beneath lavatory



Shower: 1500mm wide by 900mm deep in front of shower



Toilet: 900mm wide by 1500mm deep adjacent toilet



Kitchen and Bedroom: 1700mm diameter OR 1700mm by 1500mm

1.4.1.2. Defined Terms

- 1) The words and terms in italics in this Code shall have the following meanings:

Access or **Accessible** means an area and its facilities, or both, as required by this Code, which is easy to approach, enter, exit, operate, participate in, pass to and from, and use safely and independently by *persons with disabilities*.

Adaptable dwelling unit means a *dwelling unit* designed and constructed with some *accessible* features and which accommodates the future modification to provide more *accessible* features.

Persons with disabilities means persons who have a permanent or temporary physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others.

Defined Terms

Terms in italics are defined terms in the 2024 BCBC.

Content reproduced from the Notes to Part 3 along with commentary notes in this guide do not include the italicized terms in the Building Code, their content is for information only and not part of the legal language within the 2024 BCBC.

3.8.5.1. Application

1) Applicable Dwelling Unit Types

Except as provided in Sentence (2) and as specified by Sentence (3), this Subsection applies to

- a) one *storey dwelling units* served by an *accessible* interior *public corridor* and an *accessible* common *building* entrance, as required to be *accessible* by Articles 3.8.2.2. and 3.8.2.3., and
- b) common spaces and facilities intended for use by the residents of the *dwelling units* described in Clause (a) including common rooftop *occupancies*.

2) Reinforcement for Grab Bars in Future

Buildings described in Clause 3.8.2.1.(1)(a) including *secondary suites* and all other *dwelling units* to which this Section applies shall, as required by Sections 3.7. and 9.31., provide at least one bathroom with walls reinforced in accordance with Clause 3.8.5.7.(1)(e).

3) Application to Dwelling Units

At least one for every five or part thereof of dwelling units described in Clause (1)(a) shall conform to this Subsection (See Note A-3.8.5.1.(3).)

Ministerial Order
No. BA 2025 01

Note A-3.8.5.1.(3)

Application to Dwelling Units. The Building Code requires that for every dwelling unit meeting the criteria described in Clause 3.8.5.1.(1)(a) that one for every five units be designed as an adaptable dwelling unit. To calculate, the designer shall take the number of units that meet the criteria of Clause 3.8.5.1.(1)(a) an then design not less than 20 percent of those units to be adaptable. "Or part thereof" means, for example, that if there are two units that meet the criteria of Clause 3.8.5.1.(1)(a) that one of them must be designed to be adaptable and that if there are six units that meet the criteria of Clause 3.8.5.1.(1)(a) that two of them must be designed to be adaptable.

Application

1 in every 5 or part thereof of all dwelling units, regardless of the number of bedrooms provided within the dwelling unit, are required to conform to the adaptable design requirements in Subsection 3.8.5. Reinforcement for grab bars per Sentence 3.8.5.1.(2) is recommended to be provided in all dwelling units.

(See commentary notes on next page for exceptions)

Example: If you have 22 dwelling units you are required to have a minimum of 5 adaptable dwelling units.

For more information on application of the 2024 BCBC please refer to the Building and Safety Standards Branch [Technical Bulletins](#).

Ministerial Order
No. BA 2025 01

Ministerial Order
No. BA 2025 01

Where Grab Bar Reinforcement is Required but Adaptable Provisions Do Not Apply:

- Detached houses
- Semi-detached houses
- Secondary suites
- Townhouses
- Two storey dwelling units in apartment buildings
- Apartments with their own entry/exit to the exterior and no interior connection to the remainder of the building
- Small apartment buildings (See commentary note below for more details)

Where Grab Bar Reinforcement and Adaptable Provisions Do Not Apply

Where sleeping rooms and bed spaces are assigned on a temporary basis then adaptable provisions, including the need for grab bar reinforcements **do not** apply, this includes:

- Boarding houses
- Dormitories
- Hotels
- Lodging houses

Small Apartment Buildings – Accessible Access and Adaptable Application

Where a Part 9 building up to 3 storeys and 600m² or a Part 3 building up to 2 storeys and 600m² is provided, this means:

- The entry storey is required to be accessible
- Upper storey(s) are not required to be accessible unless elevator access and/or an amenity space is provided

Adaptable dwelling units are required only at levels provided with an accessible path of travel.

3.8.5.2. Construction Requirements

1) Prescribed Adaptable Design

The construction of *adaptable dwelling units* and the *building* in which they are located shall conform to the requirements of this Subsection and, as required by this Subsection, to *access* requirements for *buildings of residential occupancy* elsewhere in this Code.

1) Overlapping of Clear Floor Spaces

Unless otherwise required, clear areas and spaces required in this Subsection are permitted to overlap with other clear area and space requirements.

2) Not Requiring Areas but When Areas are Provided

This Subsection does not require an *adaptable dwelling unit* be provided with a living space, a bedroom, a bathroom or a kitchen, but when provided, those spaces and the paths connecting them shall conform to the applicable requirements of this Subsection.

Adaptable Design Provisions

Some provisions are expected to be provided at initial construction, and others are intended for future adapting, as per the adaptable dwelling unit definition. The table provided on the next page provides an overview.

Furniture in Dwelling Units

Furniture is not regulated by the Building Code and can be shown in clear floor spaces.

Wall Removal in Future

Walls, especially those with services in them, should not need to be removed to adapt a dwelling unit in the future, however, moveable partition walls or small partition walls with no services in them could be shown to be moved or removed as part of a future adaptable dwelling unit design solution.

Adaptable Dwelling Unit Provisions Table

This table provides a brief overview of what provisions are expected to be provided at initial construction and what can be adapted in future. Refer to each section in the guide for additional information and details.

Reference	Provision Summary	Expectation
3.8.5.1.(2)	Grab bar reinforcement	At initial construction for future adapting
3.8.5.4.(1) and (3)	Door clear opening width	At initial construction
3.8.5.4.(2), (4) and (5)	Door clear floor space	At initial construction
3.8.5.4.(5)	Pre-wired power door operator	At initial construction for future adapting
3.8.5.5.(1)	Path of travel clear width	At initial construction
3.8.5.6.(1)(a)	Clear floor space adjacent bed	At initial construction
3.8.5.6.(1)(b)	Clear path through bedroom	At initial construction
3.8.5.6.(1)(c)	Closet opening width and clear floor space at closet	At initial construction
3.8.5.7.(1)(a)	Water Closet transfer space	At initial construction
3.8.5.7.(1)(b)	Water Closet distance to adjacent wall	At initial construction
3.8.5.7.(1)(c)	Lavatory design and clear floor space	Adaptable in future
3.8.5.7.(1)(c)	Lavatory plumbing where it penetrates the wall	At initial construction
3.8.5.7.(1)(d)	Shower / bathtub design and clear floor space	Adaptable in future
3.8.5.7.(1)(d)	Shower / bathtub plumbing location in wall	Adaptable in future
3.8.5.7.(1)(e)	Grab bar reinforcement	At initial construction for future adapting
3.8.5.8.(1)	Kitchen continuous counter	Adaptable in future
3.8.5.8.(2)	Kitchen turning area	At initial construction
3.8.5.8.(3)	Kitchen sink design and clear floor space	Adaptable in future
3.8.5.8.(3)	Kitchen sink plumbing where it penetrates the wall	At initial construction
3.8.5.9.(1)	Control, switches, and outlet installation heights	At initial construction
3.2.4.19.(7)	Special outlet for future strobe	At initial construction for future adapting

3.8.5.3. Building Access Requirements

1) Accessible Access to Common Areas from Unit

Common areas, spaces and facilities and all common exterior and interior paths of travel serving *adaptable dwelling units* shall be *accessible* in accordance with Subsection 3.8.2. with *floor areas* protected in conformance with Article 3.3.1.7.

2) Lighting Along Path to Unit

Common corridors and passageways serving *adaptable dwelling units* shall be equipped to provide illumination, measured at floor or tread level, of not less than 50 lx.

3) Special Outlet for Future Strobe

Each *adaptable dwelling unit* shall be provided with special outlet boxes and cover plates as described in Sentences 3.2.4.19.(7).

4) Accessible Access to Non-Common Areas

Unless otherwise required by this Section, common spaces and paths of travel that are not intended to serve the residents of *adaptable dwelling units* need not be *accessible*.

3.8.5.4. Adaptable Dwelling Unit Doorways

1) Clear Opening Width at the Principal Entrance

The principal entrance door to *adaptable dwelling units* shall have a clear width of not less than 850 mm when the door is in the open position.

2) Clear Floor Space at the Principal Entrance

Except as provided in Sentence (5), there shall be a clear floor space in accordance with Sentences 3.8.3.6.(14) and (15) adjacent to and on both sides of the *adaptable dwelling unit* entrance door described in Sentence (1).

3) Clear Opening Width at Doors Within Unit

Within an *adaptable dwelling unit*; every doorway along a path of travel connecting the entrance door described in Sentence (1) with a living space, adaptable bedroom, adaptable bathroom, and adaptable kitchen shall have a clear width of not less than 850 mm when the door is in the open position.

PLN - 37

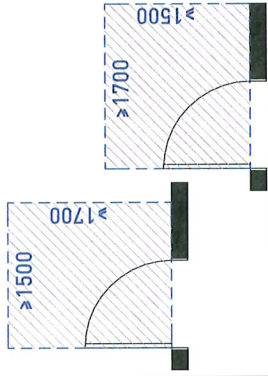
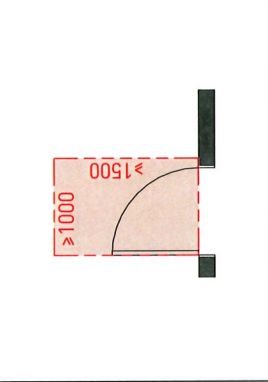
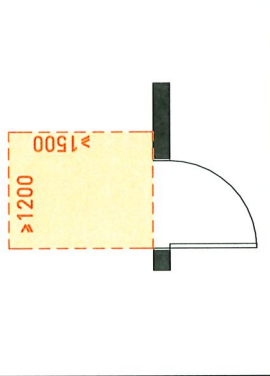
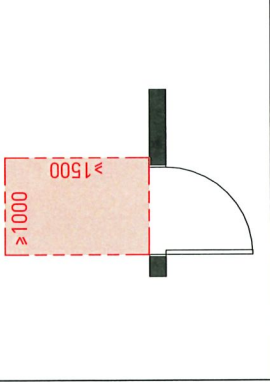
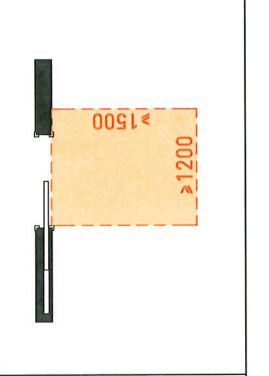
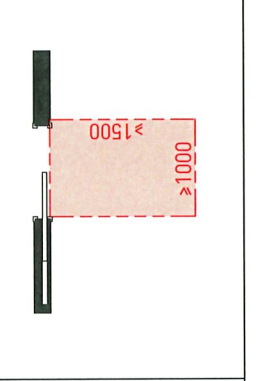
4) Clear Floor Space at Doors Within Unit

Except as provided in Sentence (5), there shall be a clear floor space in accordance with Sentences 3.8.3.6.(14) and (15) adjacent to and on both sides of the doorways described in Sentence (3)

Door Clear Floor Space Design

The clear floor space on each side of the door is required at initial construction. No fixed elements are permitted to be located within the clear floor space.

3.8.5.4.(2) & (4) Minimum Clear Floor Space Required at Adaptable Dwelling Unit Doors Table

	Manual Door Operation	Door With Pre-Wired Power Door Operator
Pull Side		
Push Side		
Sliding Door		

Door Swing

A door can swing into other required clear floor spaces described in Subsection 3.8.5 (in addition to the clear floor spaces at a door).

Door Clearance Not Required

Clear width and floor space at doors are not required into rooms or spaces, including:

- Laundry
- Storage
- Office
- Balcony
- Additional bed / bath / kitchens that are not adaptable

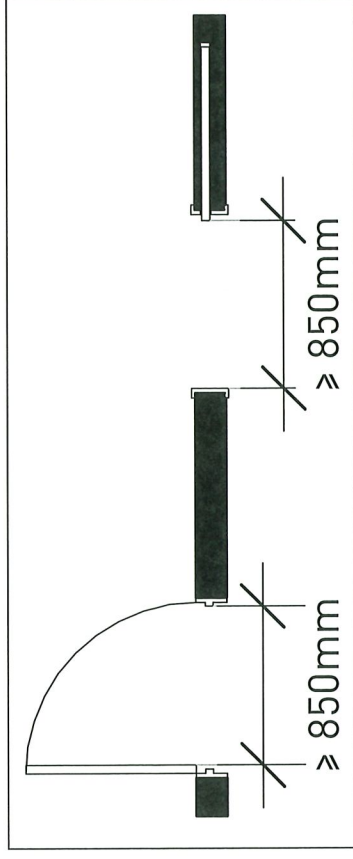
Door Clear Floor Space Overlap

Clear floor space at doors may extend into:

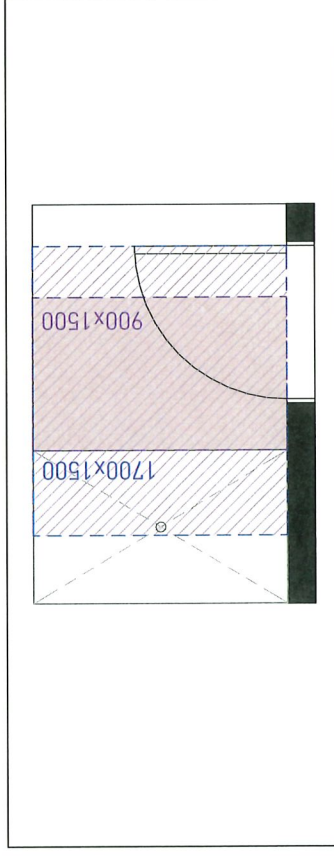
- A shower (provided it has a low-profile threshold of maximum 13mm and there is no shower partition that could restrict movability at the door).
- A lavatory (on the wall beside the latching side of the door provided clear floor space under lavatory is provided at initial construction).

Door Opening Hardware

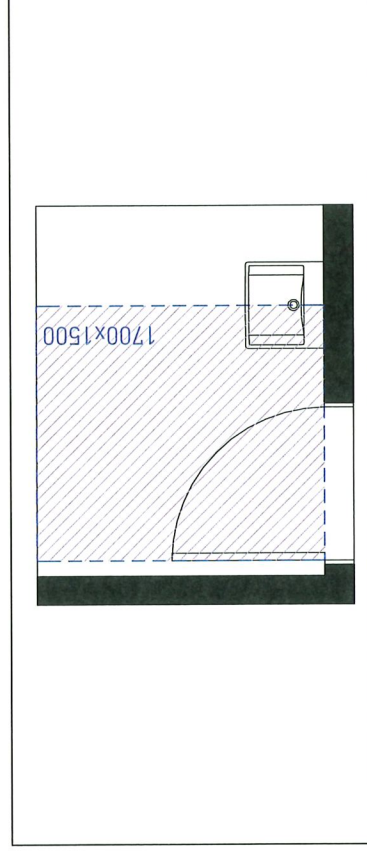
Door hardware that would require tight grasping or twisting of the wrist is acceptable, as hardware can be changed in future based on the unique needs of the occupant(s).



3.8.5.4.(1) & (3) Clear Opening Width



Door Clear Floor Space Overlap into Low Profile Shower



Door Clear Floor Space Overlap with Lavatory

5) Pre-Wired Power Operated Door

Doorways provided with power door operators, or provided with a special outlet box and cover plates that are designed, located and wired specifically to accommodate the future installation of a power door operator, may provide the clear floor space described in Sentence 3.8.3.6.(16).

Pre-Wired Power Door Operator

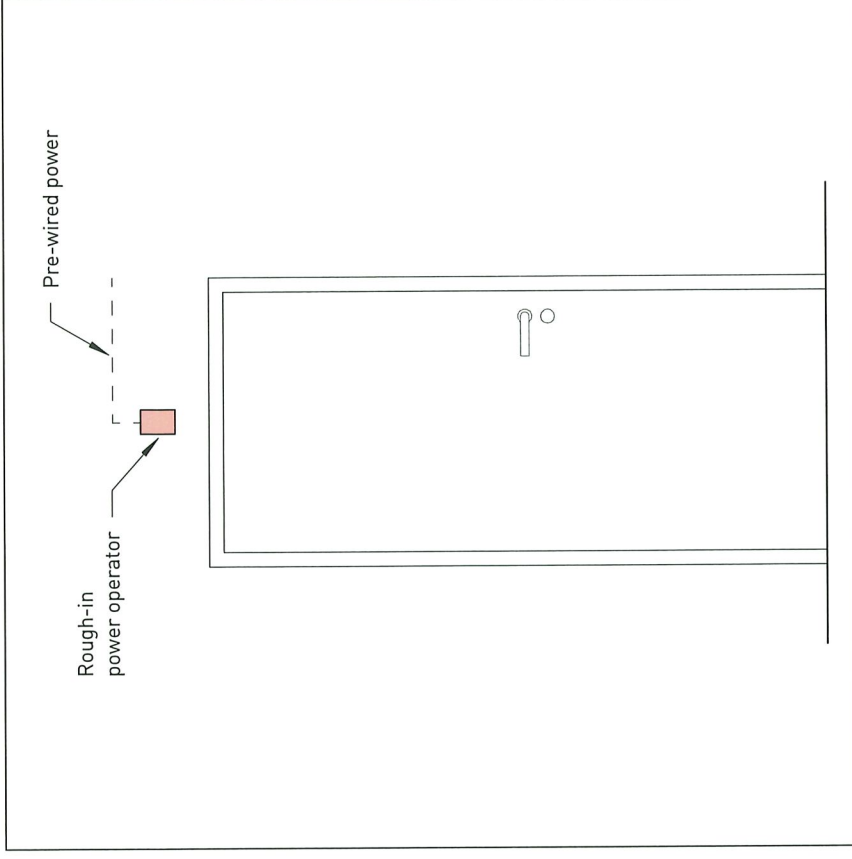
If a pre-wired power door operator is proposed, it is to consist of an electrical box located above or adjacent the door with pre-wired power and a cover plate.

The pre-wired system does not need to have any additional electrical boxes for operator controls, as the system can be retrofitted to fit the unique needs of the occupant(s) (e.g. control buttons or remote activation).

It is not expected that an electric strike be installed or that the pre-wired power to the junction box be on emergency power.

Bathrooms with Multiple Doors

If the adaptable bathroom has a door directly to the adaptable bedroom, while also having a door to the remainder of the unit, the door clear floor space and clear opening width provisions are only to be provided at one door. (See Article 3.8.5.6 commentary regarding path through bedroom to adaptable bathroom)



3.8.5.4.(5) Pre-Wired Power Operated Door Installation

3.8.5.5. Adaptable Dwelling Unit Hallways and Corridors

1) Path of Travel Clear Width

Hallways and corridors in *adaptable dwelling units* forming a path of travel connecting the entrance door described in Sentence 3.8.5.4.(1) with a living space, adaptable bedroom, adaptable bathroom and adaptable kitchen shall have a clear width conforming to Sentences 3.8.3.2.(1) and (2).

Sentence 3.8.3.2.(1) and (2)

- 1) Except as required elsewhere in this Part or as permitted by Sentence (2) and Article 3.8.3.6. pertaining to doorways, the clear width of an accessible path of travel shall be not less than 1 000 mm.
- 2) The clear width of an accessible path of travel is permitted to be reduced to not less than 850 mm for a length of not more than 600 mm, provided the clear floor space at either end of the reduced-clear width section is level within a rectangular area
 - a) Whose dimension parallel to each end of the reduced-clear width section is not less than 1 000 mm, and
 - b) Whose dimension perpendicular to each end of the reduced-clear width section is not less than 1 500 mm.

Paths Not Required

Clear path is **not** required to spaces, including:

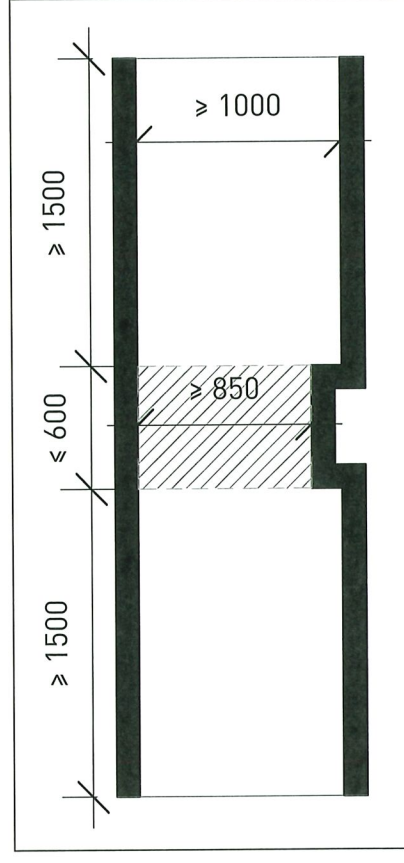
- Laundry
- Storage
- Office
- Balcony
- Additional bed / bath / kitchens that are not adaptable

Path of Travel Through Unit

Although the code specifically notes hallways and corridors, this provision similarly extends to other areas within a unit between fixed elements.

Path of Travel Through Kitchen

It is expected that a clear width of 1000mm be provided into and throughout a kitchen.



3.8.3.2.(2) Acceptable Clear Width Reduction

3.8.5.5.(1) Path of Travel Clear Width Through Example Units



3.8.5.6. Adaptable Dwelling Unit Bedrooms

1) Bedroom Design Requirements

At least one bedroom or sleeping space in an *adaptable dwelling unit* shall have

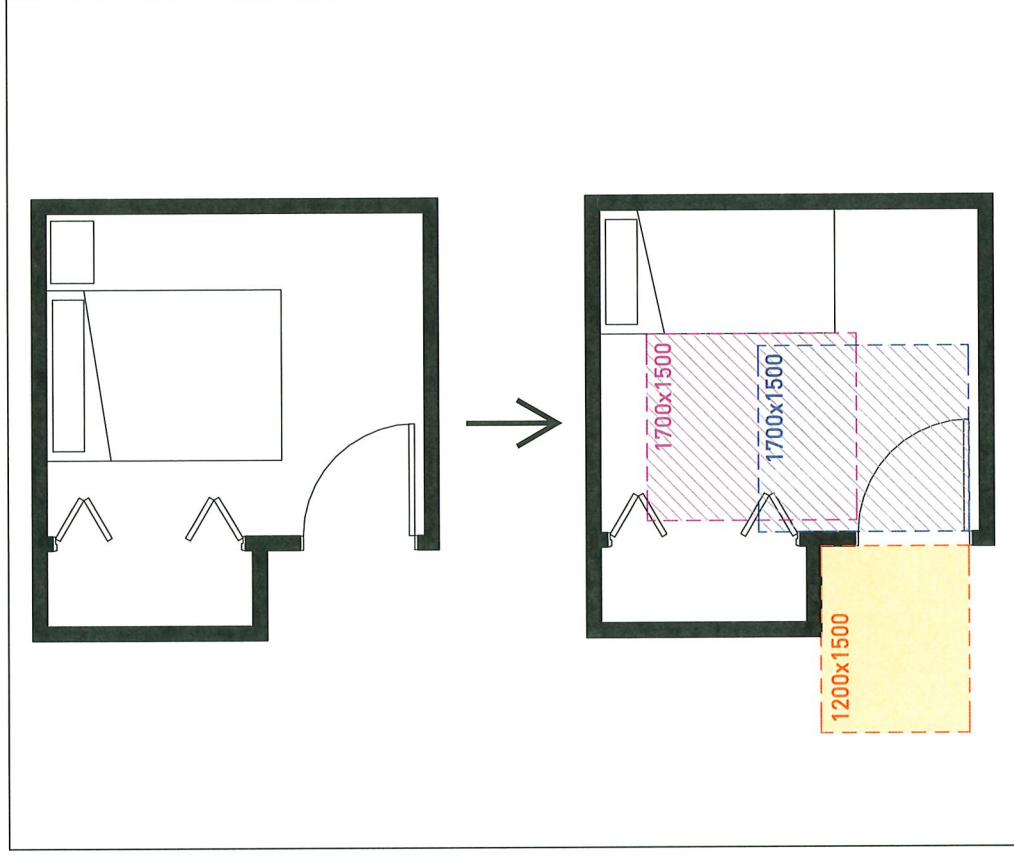
- a) a floor area that permits a turning area of not less than 1 700 mm in diameter, or not less than 1 700 mm by 1 500 mm, that could be adjacent a bed,
- b) a pathway clearance of not less than 850 mm wide, that could be unobstructed by a bed, to allow functional use of the bedroom, and
- c) at least one closet that provides
 - i) a clear opening width of not less than 900 mm, and
 - ii) a clear floor space, that need not be separate from the turning areas required in Clause (a), of not less than 1 700 mm in diameter or 1 700 mm by 1 500 mm on at least one side of the closet.
(See Note A-3.8.5.6.(1).)

Note A-3.8.5.6.(1)

Adaptable Dwelling Unit Floor Area. An adaptable dwelling unit bedroom shall be designed so that furniture will not be a barrier to functional use of the space. Occupant load is regulated by this Code though beds and furniture are not. Subsection 3.1.17. establishes an occupant load of two people per sleeping room. As such, it is reasonable to account for a bed that can sleep two people and functional manoeuvring space adjacent the bed and throughout the room or space. Designs should allow for the bed to be located to accommodate transfer from the turning area to either side of the bed.

Bed Size and Location

A bedroom may be designed based on a double or single bed against a wall to show clear floor space is provided.



Bed Adjustment to Achieve Clear Floor Space

Pathway in Bedroom

An 850mm path (to allow functional use of a bedroom) is not expected to be provided on both sides of the bed but is to be provided from the bedroom door to:

- Turning area adjacent the bed
- Turning area in front of a closet
- Ensuite (if designed to be adaptable)
- Controls intended to be frequently operated (i.e. light switch and thermostat)

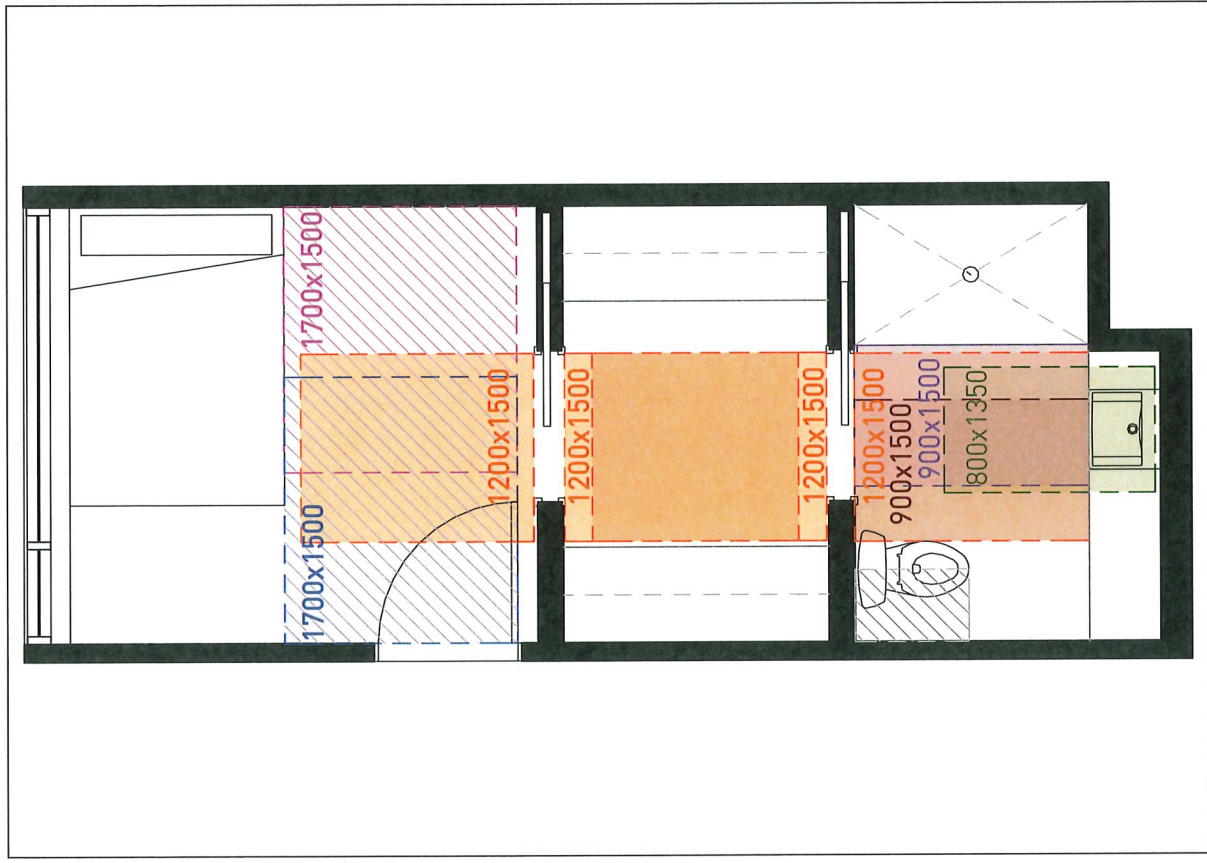
The path through the bedroom can overlap with the clear floor space adjacent the bed and in front of the closet per Sentence 3.8.5.2.(2).

The code does not require a route to an operable window be provided, however it is recommended to design bedrooms so that furniture won't obstruct the use of a window if it is a required egress window per Section 9.9 of the 2024 BCBC.

Walk-in Closets

The clear floor space required in front of a closet can be provided outside a walk-in closet at the entrance, rather than within the closet itself.

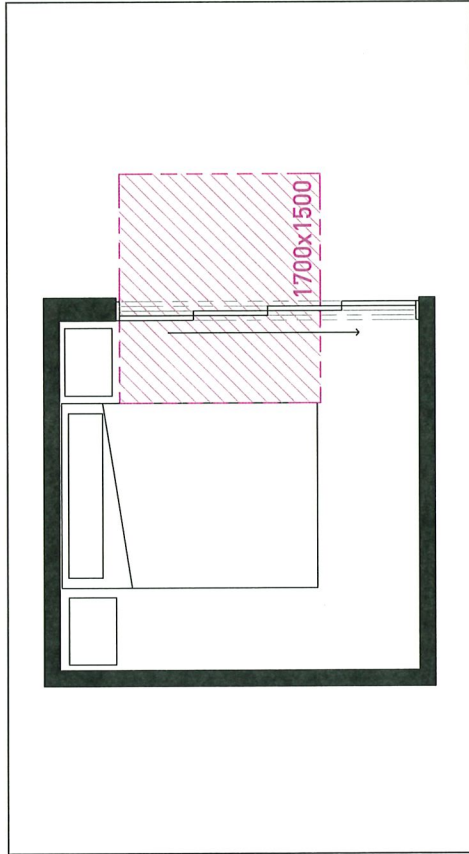
Where a person enters into a closet, the closet door can have a clear opening width of 850mm, other closets where content is accessed at the closet door are required to have a clear opening width of 900 mm.



Example Bedroom #1 w/ Ensuite and Walk-in Closet

Bedrooms with Sliding Partitions

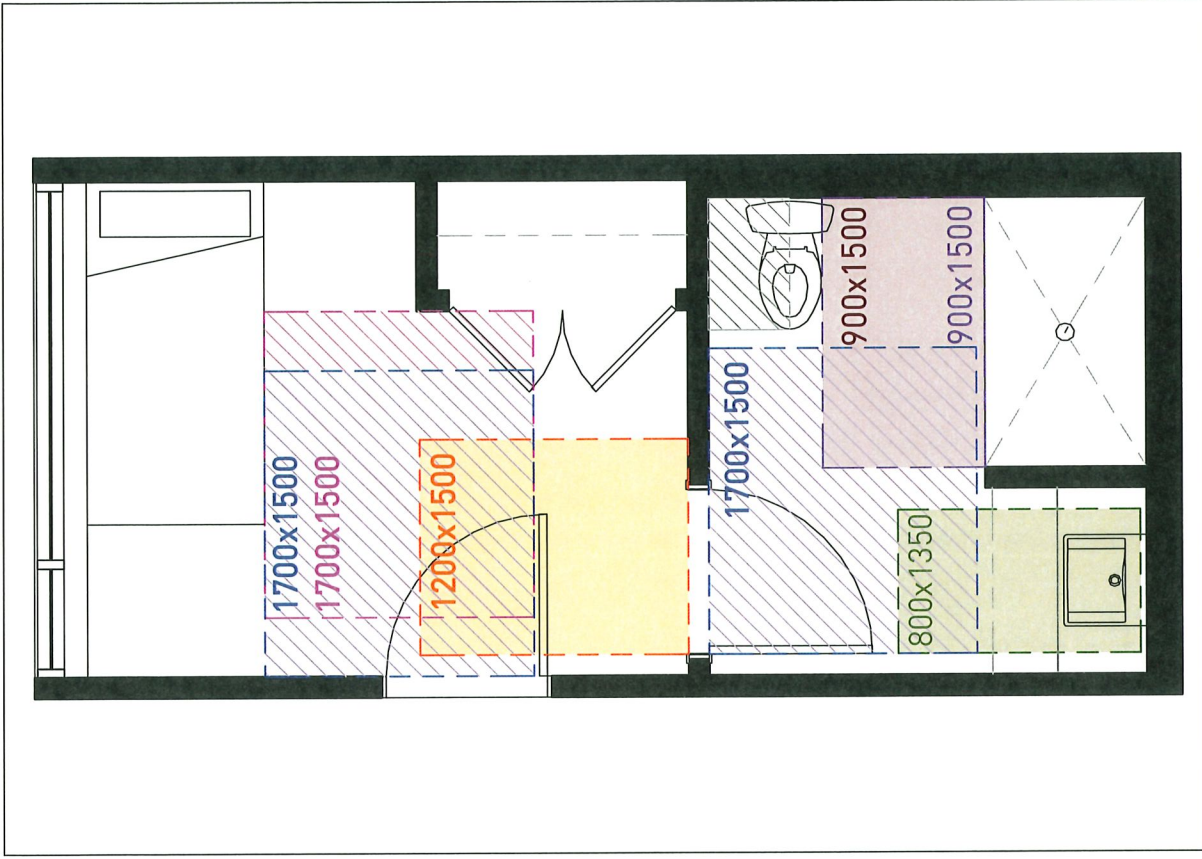
A sliding partition that separates a bedroom from the remainder of the unit can be located in the clear transfer space beside the bed provided the partition (when fully open) does not conflict with the clear transfer space.



Example Bedroom #2 w/ Sliding Partition

Murphy Bed

Where a murphy bed is provided, clear floor spaces (other than the clear transfer spaces beside the bed) can overlap with the bed, based on the bed being up and out of the way, to allow use of the space for other purposes (e.g. clear space in front of a closet for changing).



Example Bedroom #3 w/ Ensuite

3.8.5.7. Adaptable Dwelling Unit Bathrooms

1) Bathroom Design Requirements

At least one bathroom in an *adaptable dwelling unit* shall be designed to be adaptable for use by *persons with disabilities* by providing

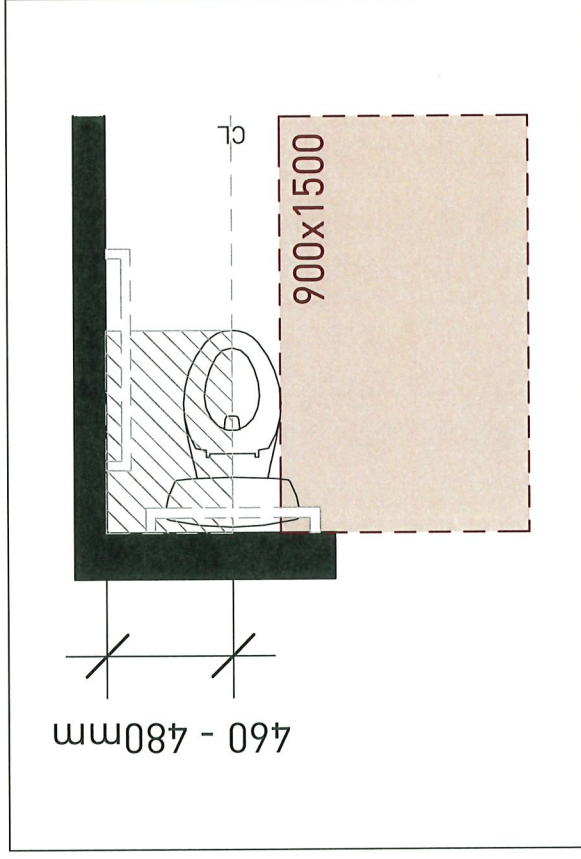
- a) a clear lateral transfer space adjacent a water closet conforming to Clause 3.8.3.12.(1)(b),
- b) a distance between the centre line of the water closet and the wall on one side of 460 mm to 480 mm,

3.8.3.12.(1)(b) Water Closet Transfer Space

- b) Have a clear lateral transfer space adjacent to the water closet that
 - i) at least 1 500 mm long, measured from the wall behind the water closet, and
 - ii) is at least 900 mm wide, measured from the closest edge of the water closet seat

Water Closet Design

The location of the water closet and the clear transfer space adjacent the water closet is required to be provided at initial construction, with no fixed elements (e.g. counter) within the transfer space.



3.8.5.7.(1)(a) & (b) Water Closet Location & Transfer Space

- c) a *plumbing system* that accommodates the future installation of a lavatory with a clear space in accordance with Clauses 3.8.3.16.(1)(a) to (f) that does not impede the space for or use of other fixtures described in this Article (see Note A-3.8.5.7.(1)(c) and (d)),

Note A-3.8.5.7.(1)(c) and (d)

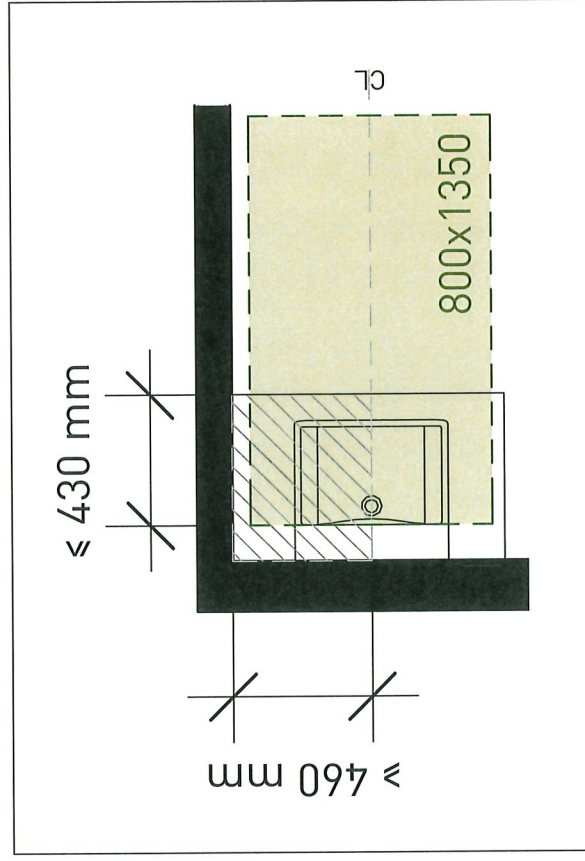
Plumbing Systems. Plumbing systems that accommodate the future installation of fixtures means that the water supply as well as drainage and venting systems are located so that the future installation of an accessible fixture does not require redesign of the system. An example is a sink that can be installed at multiple different heights without requiring a change to where the DWV pipe penetrates the wall.

Lavatory Design

A lavatory **does not** need to be made accessible at initial construction, however, the plumbing system for the lavatory **does need** to be installed to accommodate clear space under the lavatory in future.

The lavatory will need to display that in future it can be made accessible, which includes having a:

- Distance between the centre line of the lavatory and any side wall of minimum 460mm
- Clear floor space of 800mm wide by 1350mm long centred on the lavatory with up to 430mm under the counter, measured from front edge of counter

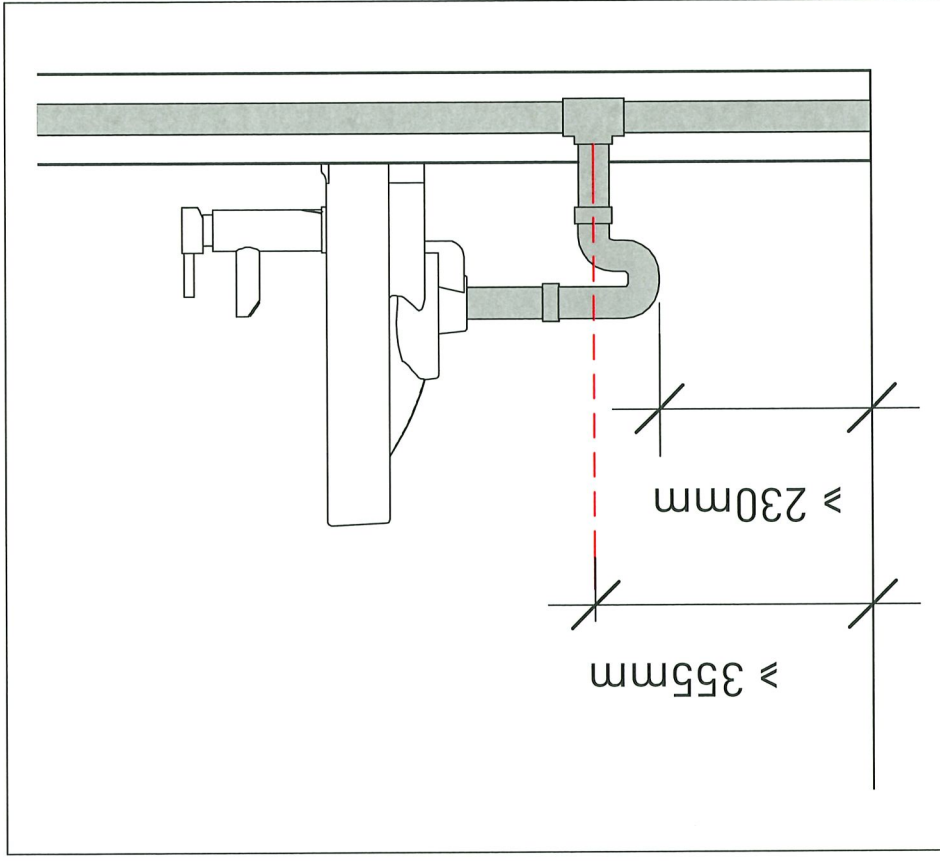


3.8.5.7.(1) Lavatory Location & Clear Floor Space

Lavatory Plumbing System

To accommodate clear space under the lavatory in future, the centreline of drainpipe leading to drain stack is to be minimum 355mm above the finished floor such that the bottom of P-trap achieves a clearance of minimum 230mm from underside of the P-trap to the finished floor.

This is so parts of the lavatory plumbing system do not require moving in future.



3.8.5.7.(1)(c) Lavatory Plumbing System

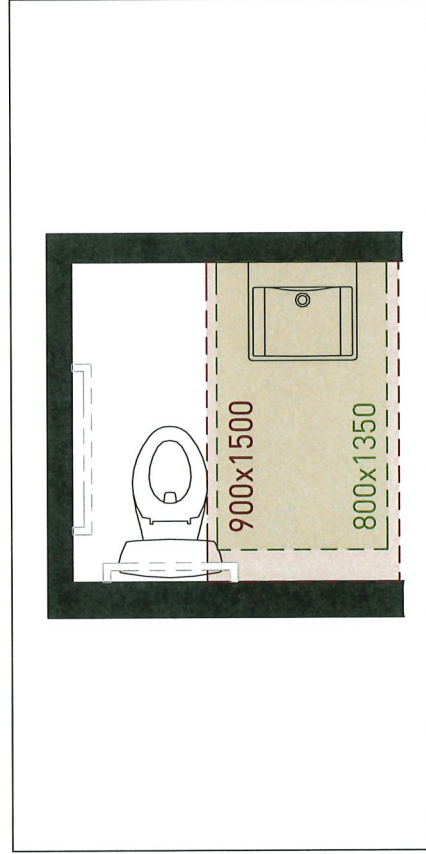
Lavatory Location

A lavatory provided with fixed cabinetry or clear space underneath is permitted to encroach into the:

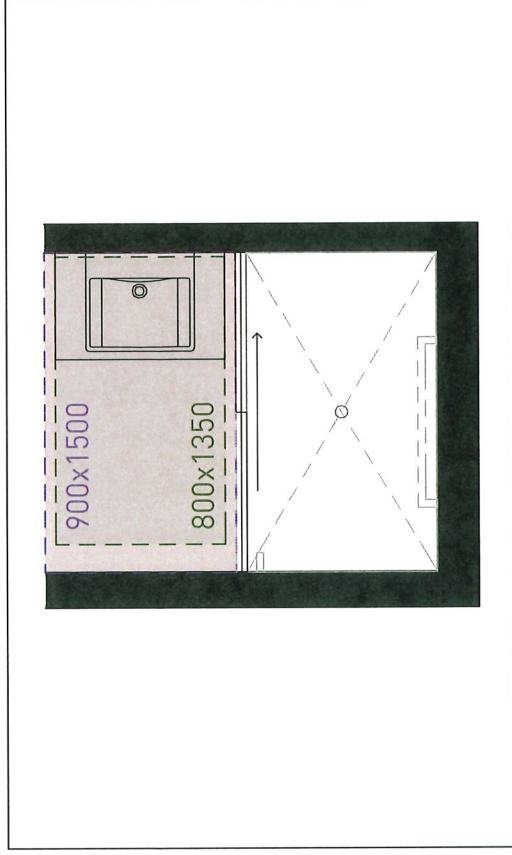
- Clear floor space in front of a bathtub
- Clear turn around space for an accessible bathtub
- Clear floor space in front of a shower (provided it is on the wall opposite to where the vertical grab bar would be located)
- Shower space (provided it is located on the side opposite to where the vertical grab bar would be located and does not impede on the space of other elements (e.g. grab bar))

PLN - 48

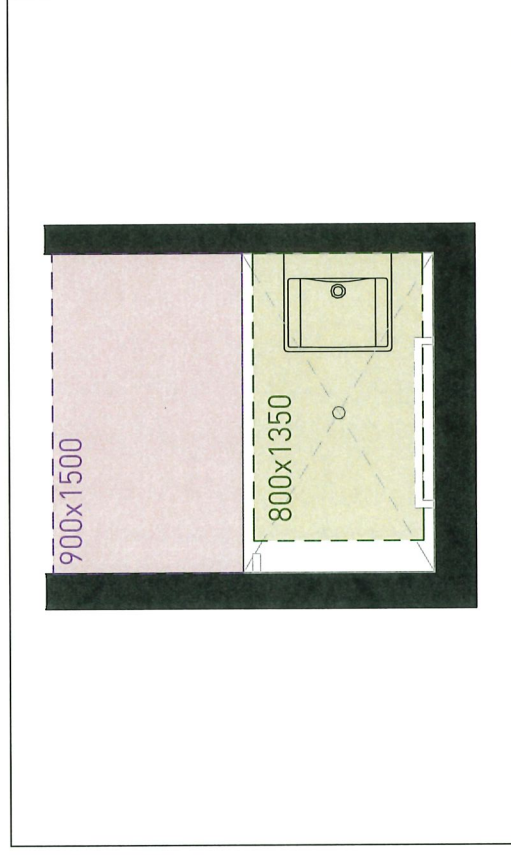
A lavatory that is wall hung at initial construction with no fixed cabinetry underneath may encroach into the clear transfer space beside a toilet provided the sink is located opposite the toilet.



Lavatory in Water Closet Transfer Space



Lavatory in Shower Clear Floor Space



Lavatory in Shower

- d) a *plumbing system* that accommodates the future installation of a
- i) shower described in Sentence 3.8.3.17.(1) that does not impede the space for or use of other fixtures described in this Article, or
 - ii) bathtub described in Sentence 3.8.3.18.(1) that does not impede the space for or use of other fixtures described in this Article (see Note A-3.8.5.7.(1)(c) and (d)), and

Adaptable Shower / Bathtub Design

A shower / bathtub **does not** need to be made accessible at initial construction, however, the plumbing system **does** need to **accommodate** a renovation in future.

The shower / bathtub will need to display that in future an accessible shower / bathtub can be provided, which includes achieving the size and clear floor space requirements.

Smaller sized shower / bathtub may be provided at initial construction provided the space can accommodate an accessible shower / bathtub, and its required clear floor spaces in future.

A bathtub may be converted to an accessible shower in future provided appropriate plumbing infrastructure, grab bar reinforcement, shower size, and clear floor space is provided.

Plumbing System Intent

Adaptable dwelling unit provisions are intended to provide flexibility to accommodate a variety of potential renovations. Plumbing systems, for example, can be problematic to reroute, so having a plumbing system that can accommodate a future renovation to add accessible fixtures helps provide that flexibility.

Shower / Bathtub Plumbing System

The plumbing system for controls and shower head in a shower or bathtub designed to Sentence 3.8.3.17.(1) or Sentence 3.8.3.18.(1) does not need to be provided at initial construction if:

- Rough-in plumbing is located in the wall where the controls / shower head would be required
- OR**
- Plumbing system can be relocated in future (provided it is possible and practical to reroute plumbing systems in walls that may be loadbearing, fire-rated, exterior)

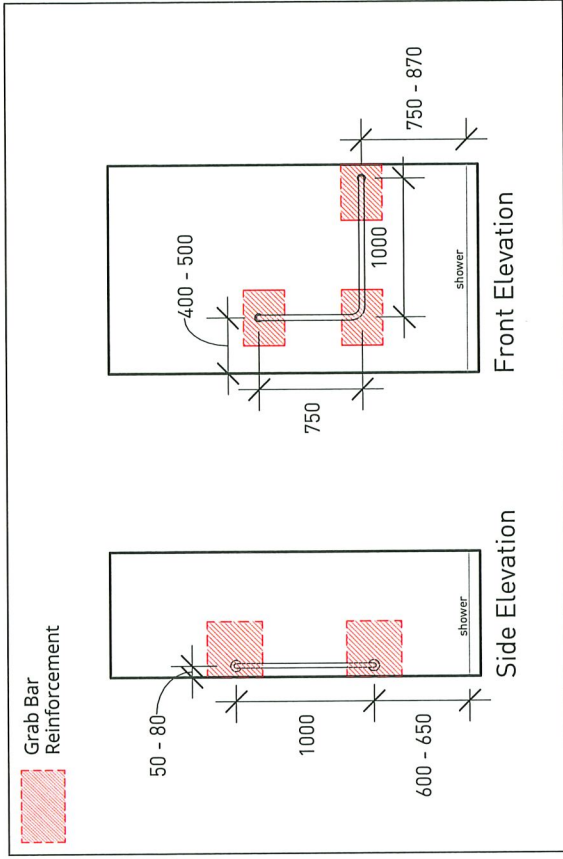
If it is intended to convert a bathtub to a shower in future the drain location does not have to align between a bathtub and shower basin if a solution can be developed for the drainage system in future (e.g. second drain for shower under bathtub).

e) walls adjacent the water closet and shower or bathtub location reinforced to accommodate the future installation of grab bars conforming to

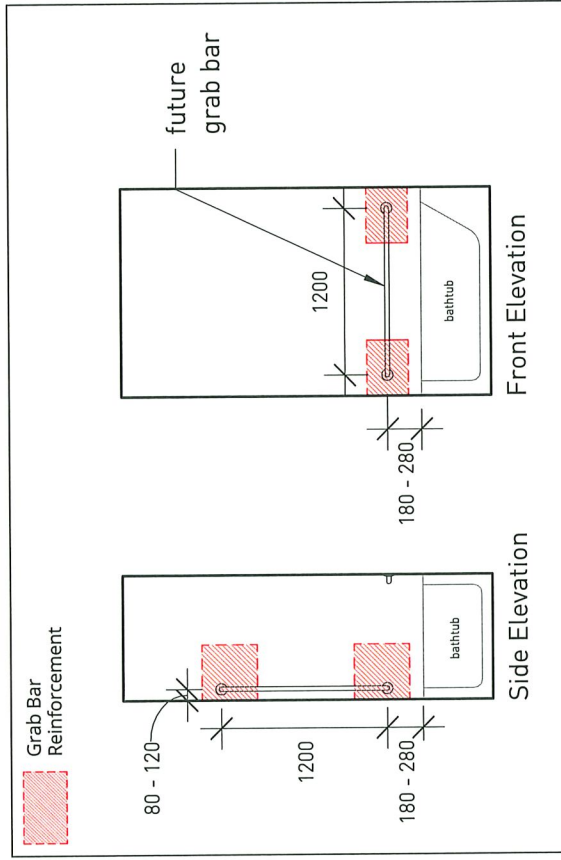
- i) Clauses 3.8.3.12.(1)(f) and (g) for water closets, and
- ii) Clause 3.8.3.17.(1)(f) for showers or Clauses 3.8.3.18.(1)(f) for bathtubs (see Note A-3.8.5.7.(1)(e).

Note A-3.8.5.7.(1)(e)

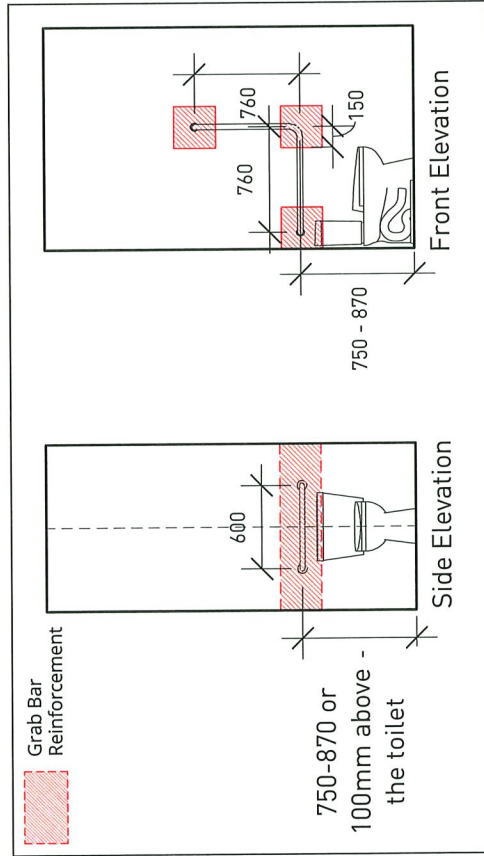
Reinforced Grab Bar Location. This provision is intended to ensure there is adequate backing for the installation of grab bars by the occupant in the future. For example, plywood or solid lumber behind the wall finish and encompassing the location of future grab bars located as described in Clauses 3.8.3.12.(1)(f) and (g) and Clause 3.8.3.17.(1)(f) or 3.8.3.18.(1)(f) would provide suitable backing for grab bar fasteners.



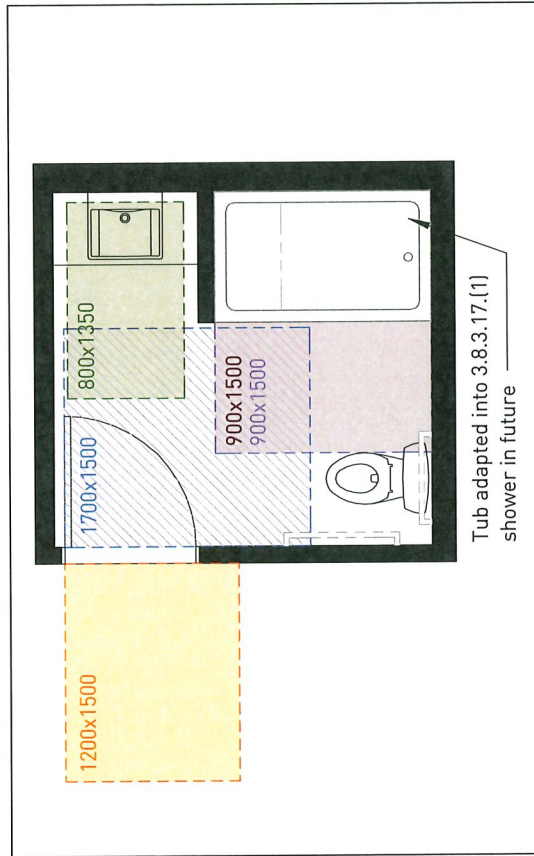
3.8.5.7.(1)(e)(ii) Shower Grab Bar Reinforcement Example



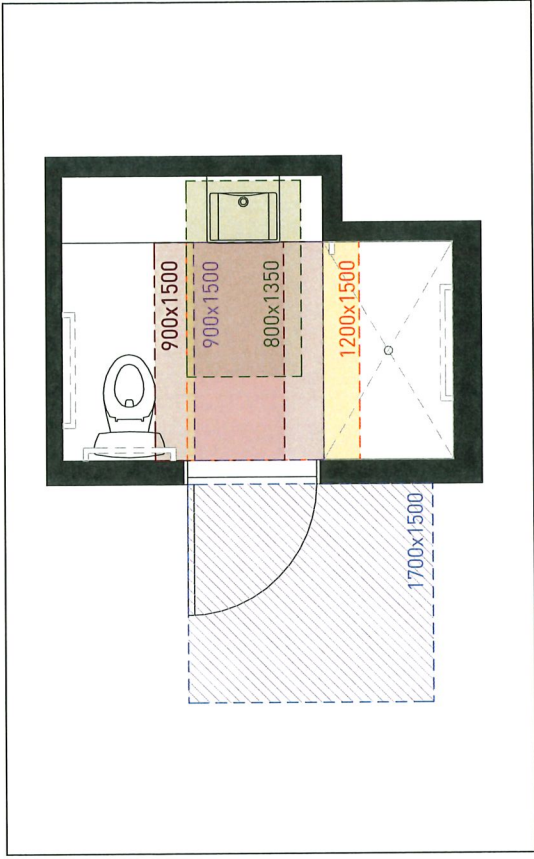
3.8.5.7.(1)(e)(ii) Bathtub Grab Bar Reinforcement Example



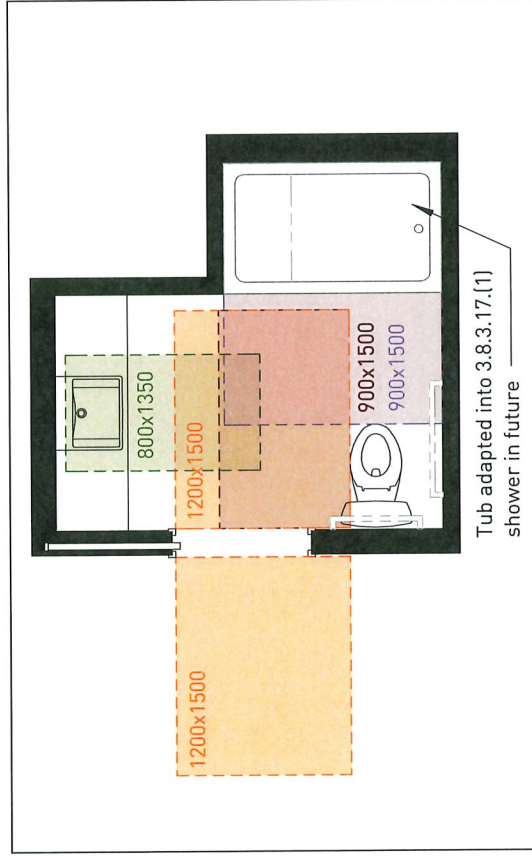
3.8.5.7.(1)(e)(i) Toilet Grab Bar Reinforcement Example



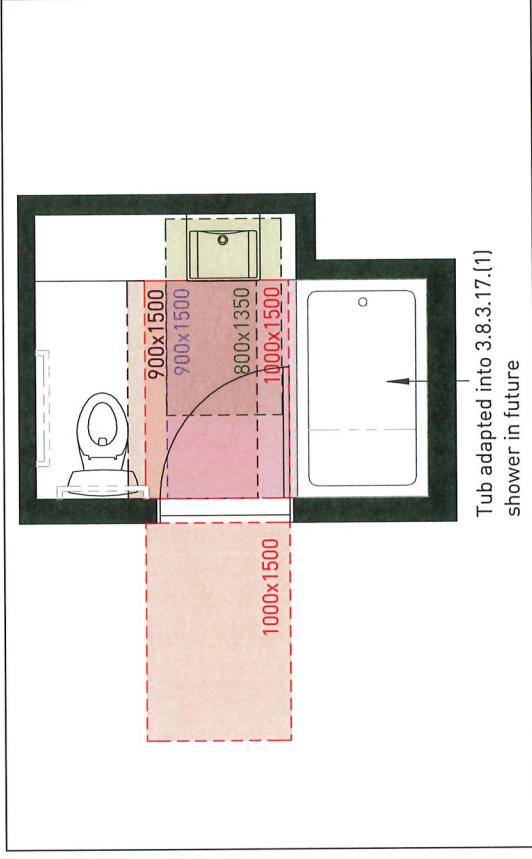
**Example Bathroom Layout #1
w/ Inswing Door**



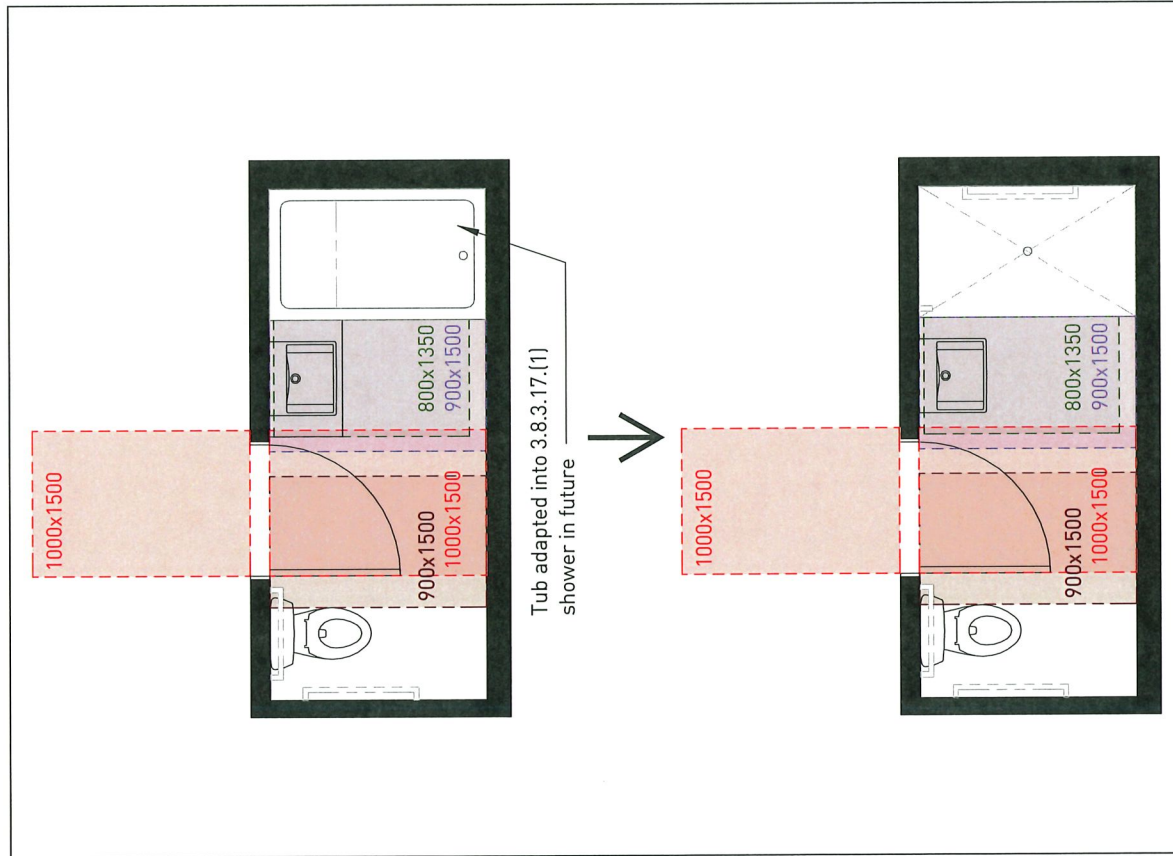
**Example Bathroom Layout #2
w/ Outswing Door**



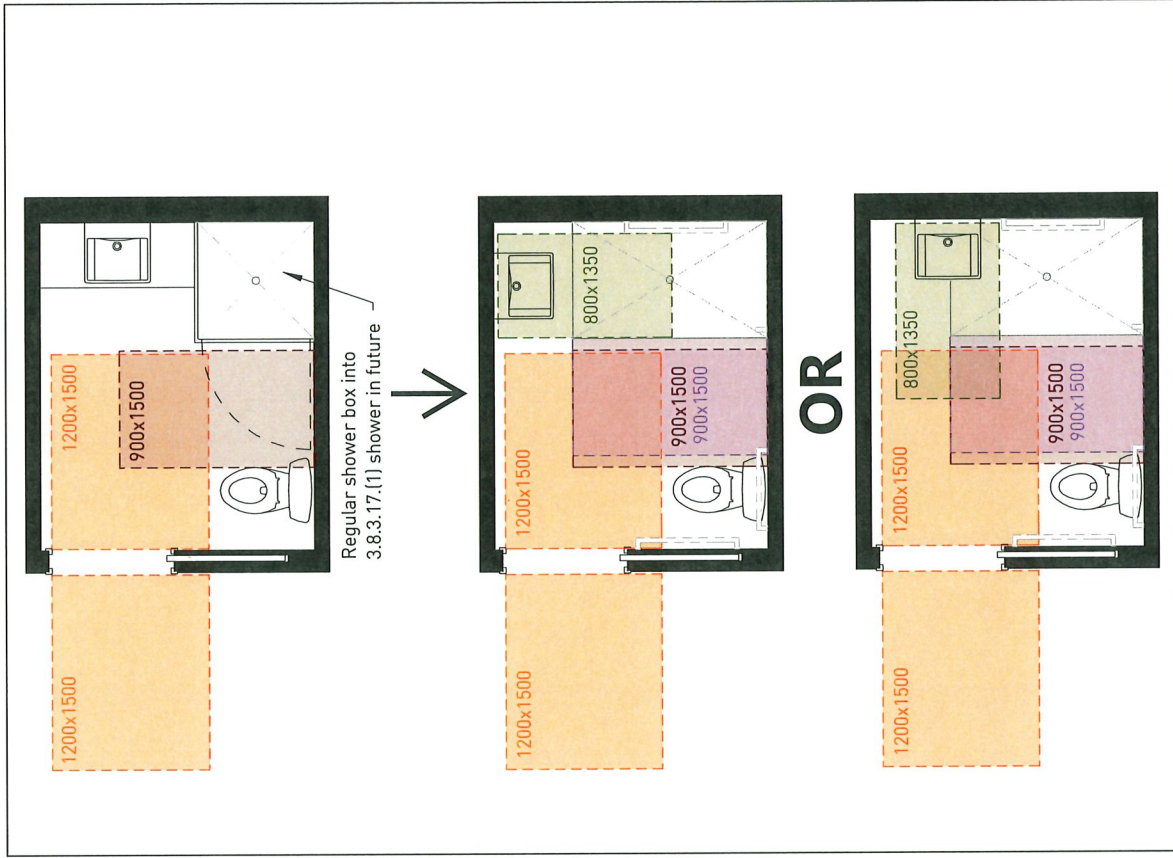
**Example Bathroom Layout #3
w/ Sliding Door**



**Example Bathroom Layout #4
w/ Pre-wired Power Door Opener**



Example Bathroom Layout #5
w/ Pre-wired Power Door Opener & Conversion Design



Example Bathroom Layout #6
w/ Wet Bath Conversion Design

3.8.5.8. Adaptable Dwelling Unit Kitchens

1) Continuous Counter Between Sink and Cooktop

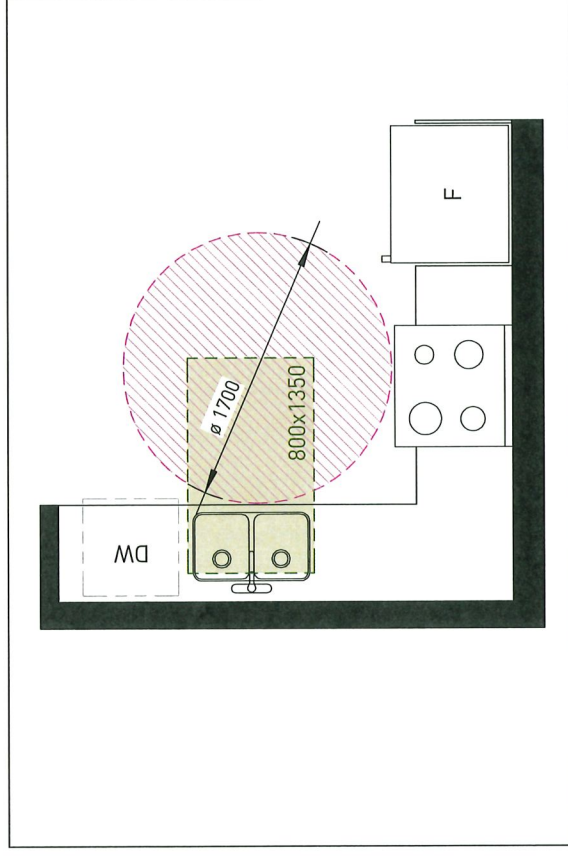
The kitchen in an *adaptable dwelling unit* shall be designed so that the *cooktop* and sink are adjacent or can have a continuous counter between them.

2) Turning Area Clear Floor Space

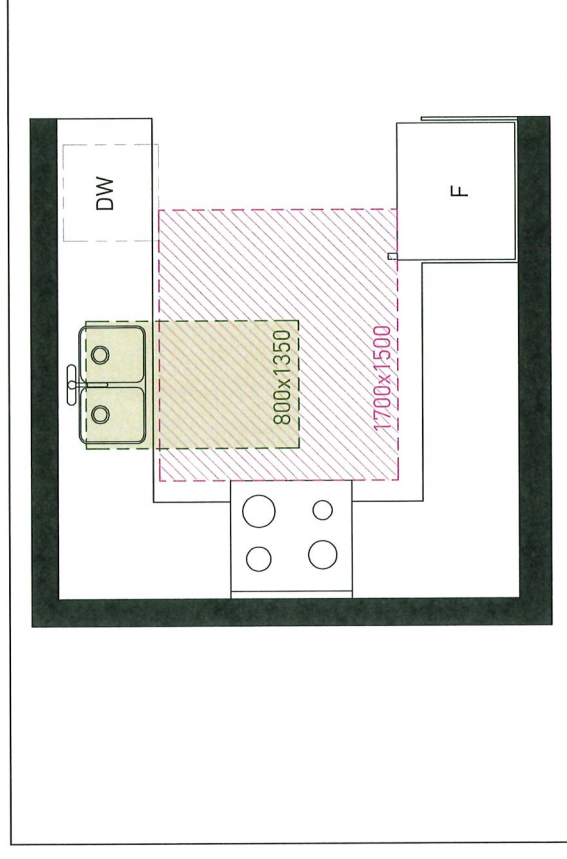
A clear floor space shall be provided in the kitchen area that is not less than 1 700 mm in diameter or 1 700 mm by 1 500 mm.

3) Plumbing for Kitchen Sink

The *plumbing system* serving the kitchen shall accommodate the future installation of a kitchen sink that could be installed in accordance with the requirements for the installation of a lavatory as described in Clauses 3.8.3.16.(1)(b) to (f). (See Note A-3.8.5.7.(1)(c) and (d).)



Example Kitchen Layout #1 – L-Shaped Design



Example Kitchen Layout #2 – U-Shaped Design

Turning Area Location

It is expected that the turning space be located within the kitchen, in proximity to appliances. A person should not have to leave the kitchen to turn around.

Future Continuous Counter

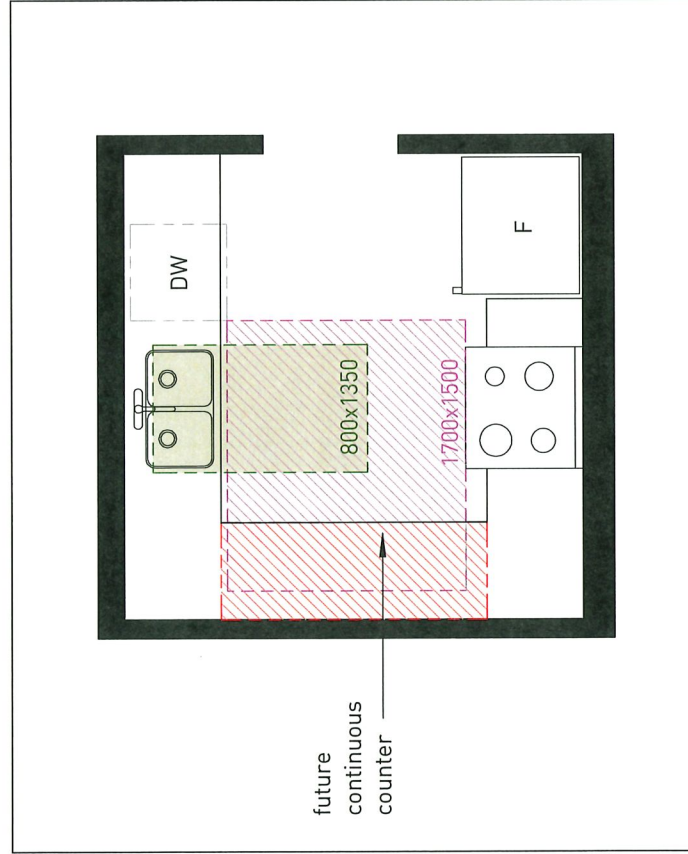
A continuous counter **does not** have to be provided at initial construction if:

- It can be shown that a continuous counter can be provided in future that does not restrict access to the kitchen (It is recommended that the continuous counter addition be minimum 300mm deep).

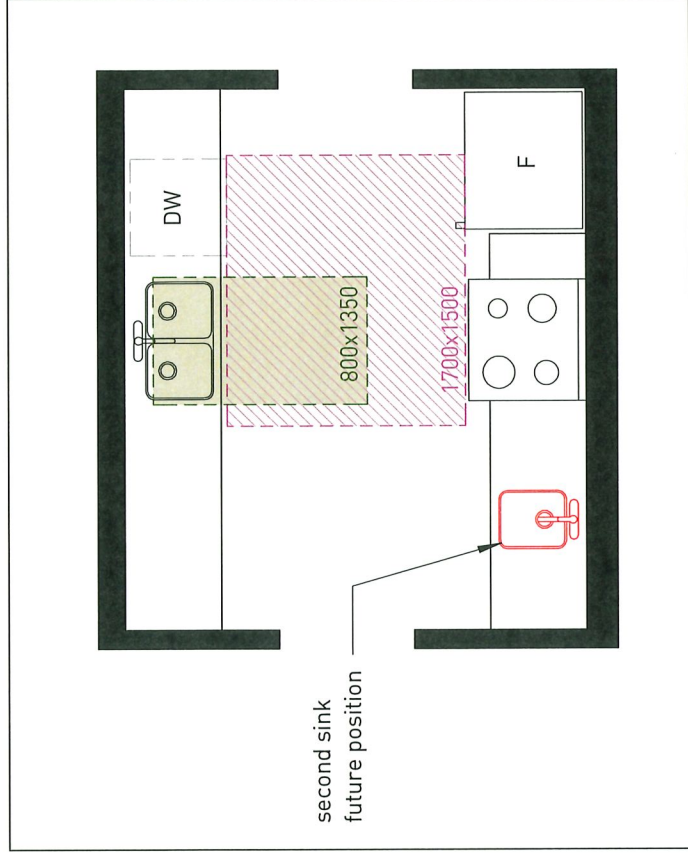
OR

- A plumbing rough-in and counter space for a second kitchen sink is provided, such that there is a continuous counter between the cooktop and second sink.

PLN - 54



Example Kitchen Layout #3 - w/ Future Continuous Counter



Example Kitchen Layout #4 - w/ Plumbing for Second Sink

Turning Area

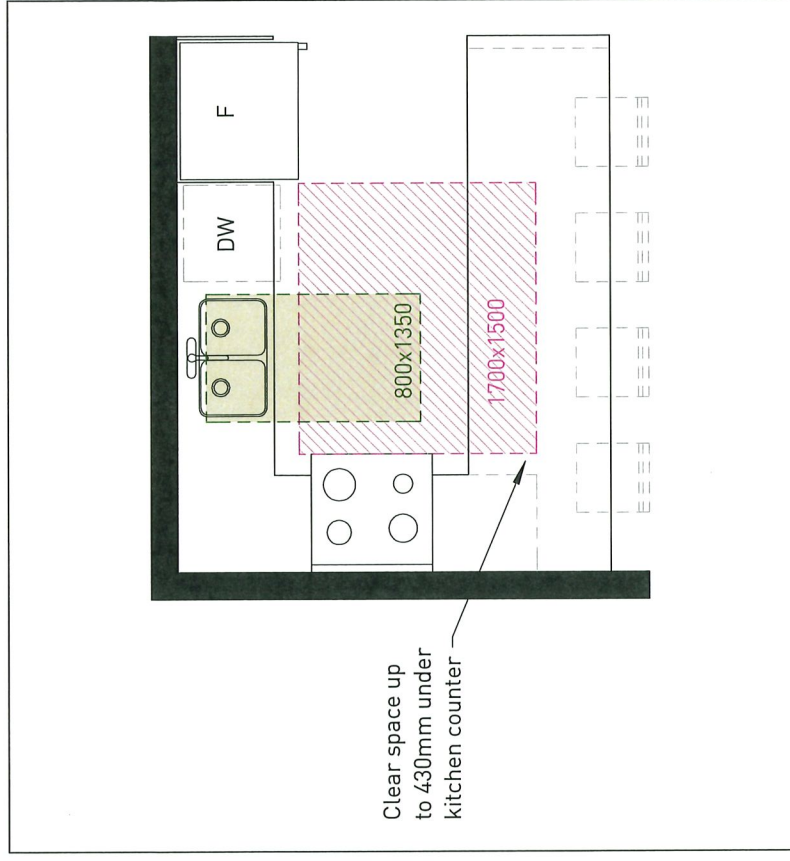
Clear turning space is expected to be provided at initial construction with no fixed elements located within the space.

The turning area in the kitchen can extend up to 430mm below a counter provided it has knee clearance at initial construction and is limited to one side of the turning area.

Where a kitchen island or cabinetry below a counter is movable (i.e. non-fixed), the turning area can encroach into these elements at initial construction.

Kitchen counter overhangs, cabinet handles, and other small projections into the turning area do not need to be taken into consideration in determining clear turning space.

Appliances such as a range or refrigerator should be taken into consideration when designing the kitchen so that they do not impact the turning space.



**Example Kitchen Layout #5
w/ Turning Area Overlapping Counter**

3.8.5.9. Controls, Switches and Outlets

1) Installation Requirements

Except as provided in Sentence (2), controls and switches for *building* systems and outlets in *adaptable dwelling units*, that are intended for frequent operation by occupants, shall not require activities for operation below 400 mm from the floor or above 1 200 mm from the floor.

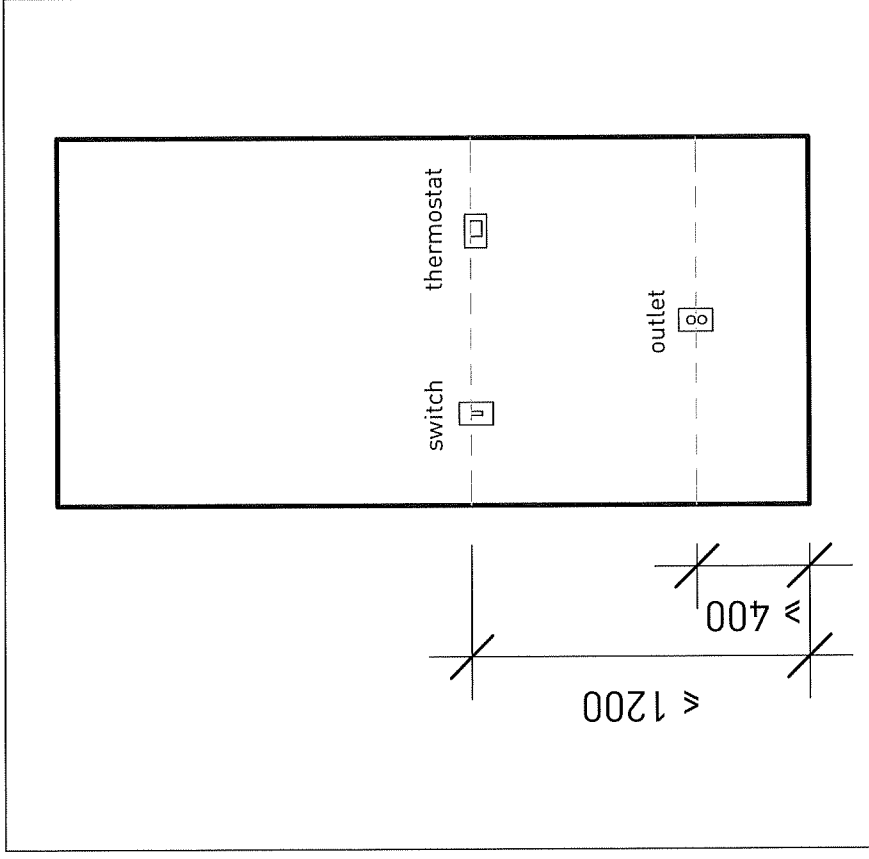
2) Exemptions

Sentence (1) does not apply to controls, switches and dedicated outlets for equipment or appliances.

Exemptions to Controls, Switches and Outlets

Elements that are **not required** to meet the installation height requirements, include:

- Hood fans
- Breaker panels
- Telephone / Television / Data Outlets
- Outlets specific for appliances
- Controls for operable windows
- Controls, switches, outlets provided on decks
- Controls for equipment and appliances (e.g. washer, dryer, stove, microwave)



3.8.5.9. Control, Switch and Outlet Height Range

3.2.4.19.(7) Special Outlet for Future Strobe

7) Special Outlet for Strobe Design Requirements

Each adaptable dwelling unit shall be provided with special outlet boxes and cover plates that

- a) are designed, located and wired specifically to allow strobe lights to operate in conformance with
 - i) Sentence (5) where a fire alarm system is provided, or
 - ii) Sentence (6) where a fire alarm system is not provided,
- b) are permanently identified as "FIRE – Strobe Light Connection Only,"
- c) are installed in the locations described in Clause (4)(e), and
- d) for the purposes of providing power to the strobe lights that may be connected to the outlet boxes, are assumed that the total special outlets for at least 20 percent of the adaptable dwelling units in the building are in use.

PLN - 57

Visible Signal Locations

Rooms closed off from the living area by a door, as noted in Clause 3.2.4.19.(4)(e), include:

- Sleeping rooms
- Bathrooms (including ensuite bathrooms)
- Office
- Den / Flex Space

Walk-in closets or small storage closets **do not** require special outlets as they are not intended for prolonged usage.

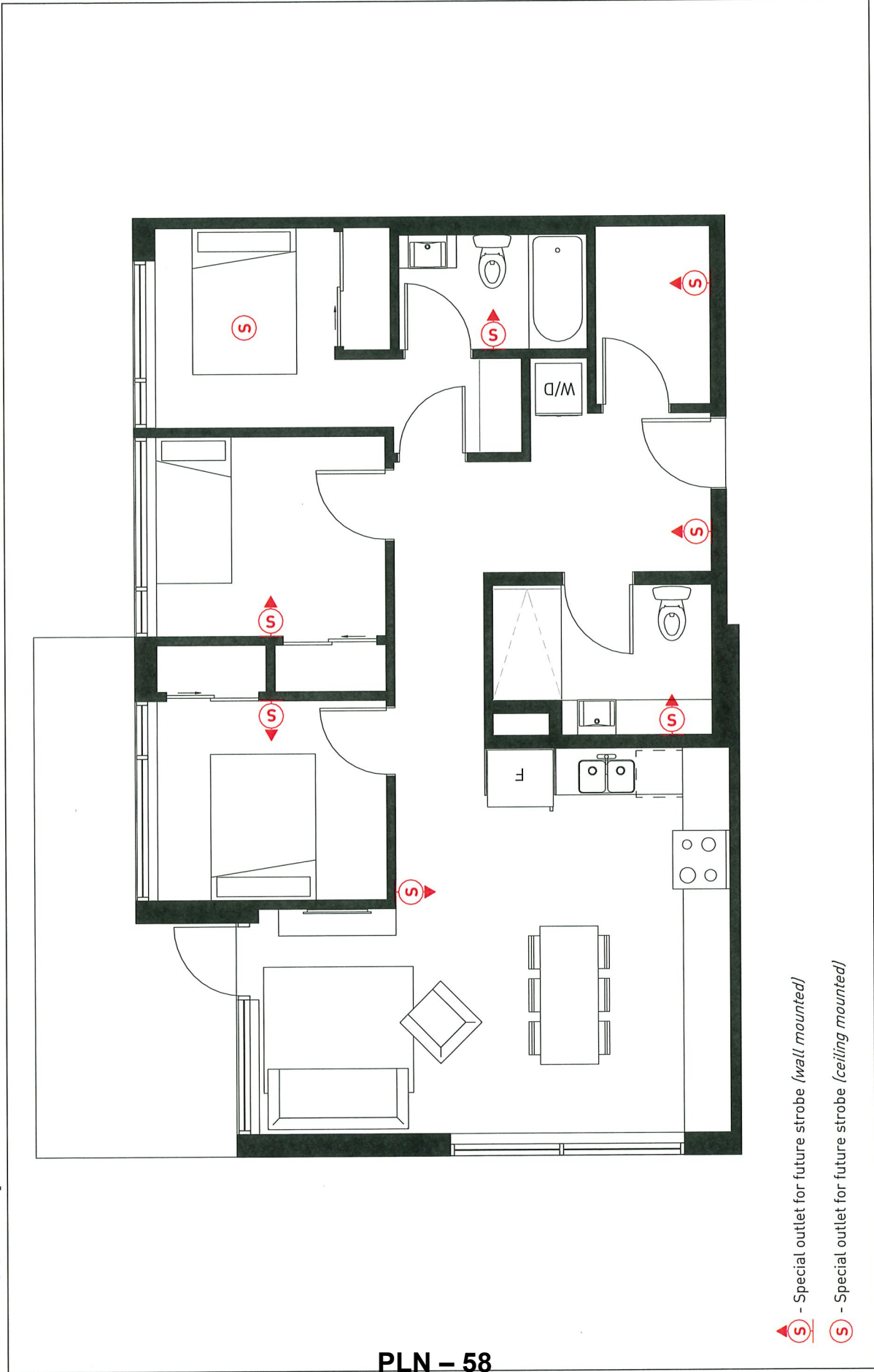
Combination of Audible Visual Signalling Devices

Special outlet boxes described in Sentence 3.2.4.19.(7) **do not** need to be provided if audible signal devices located in accordance with Clause 3.2.4.19.(4)(e) can accommodate replacement in future to a combination audible visual signal device.

3.2.4.19.(4)(e) Visible Signal Locations

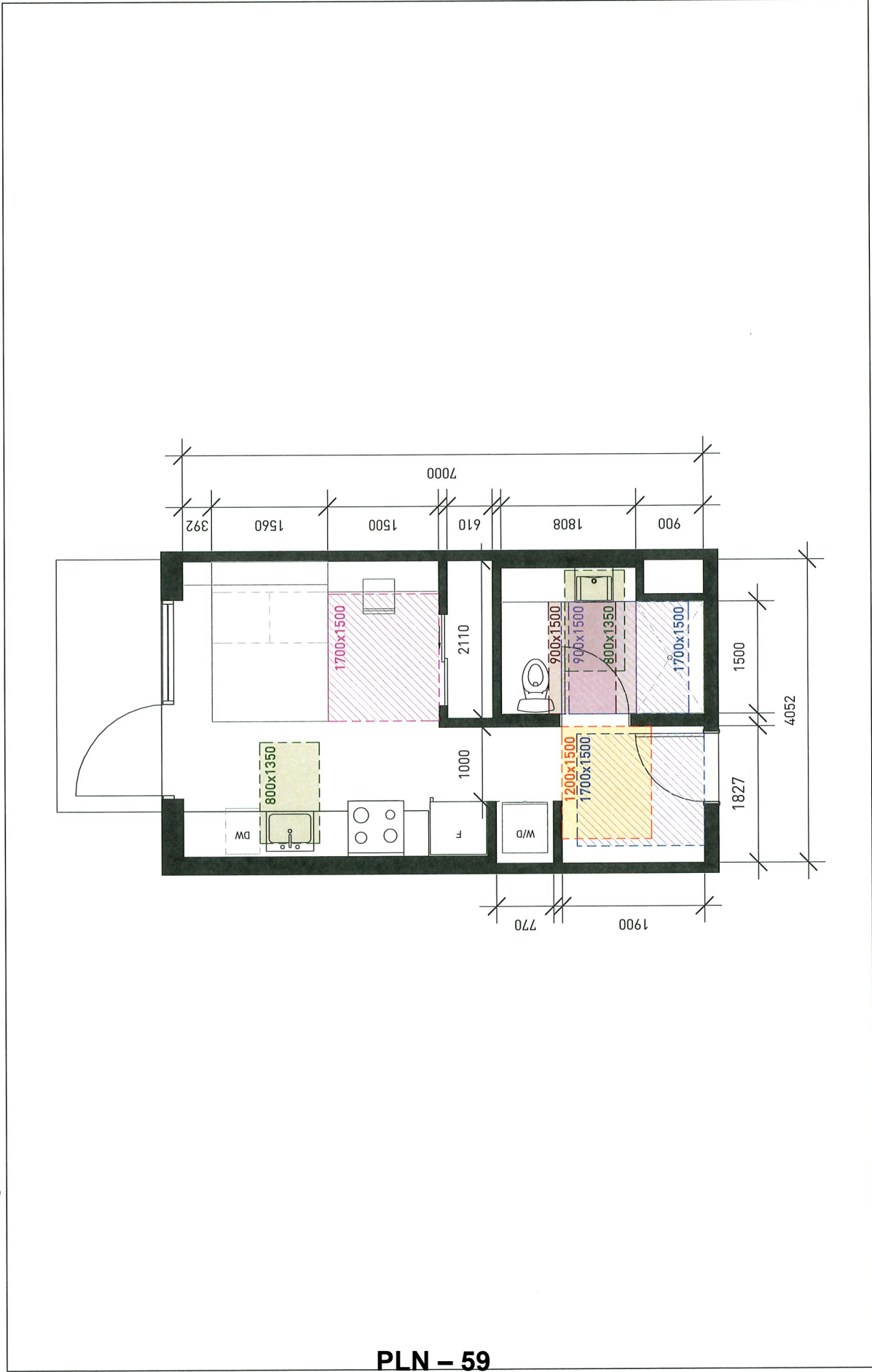
- 4) Visible signal devices shall be installed in the rooms and spaces required by Article 3.2.4.20. and Section 3.8. and shall
 - e) be installed in each
 - i) sleeping room or bed space
 - ii) room closed off from the living area by a door, including bathrooms, and
 - iii) living area and any hallway serving the living area

3.2.4.19.(7) Example Unit of Future Strobe Locations



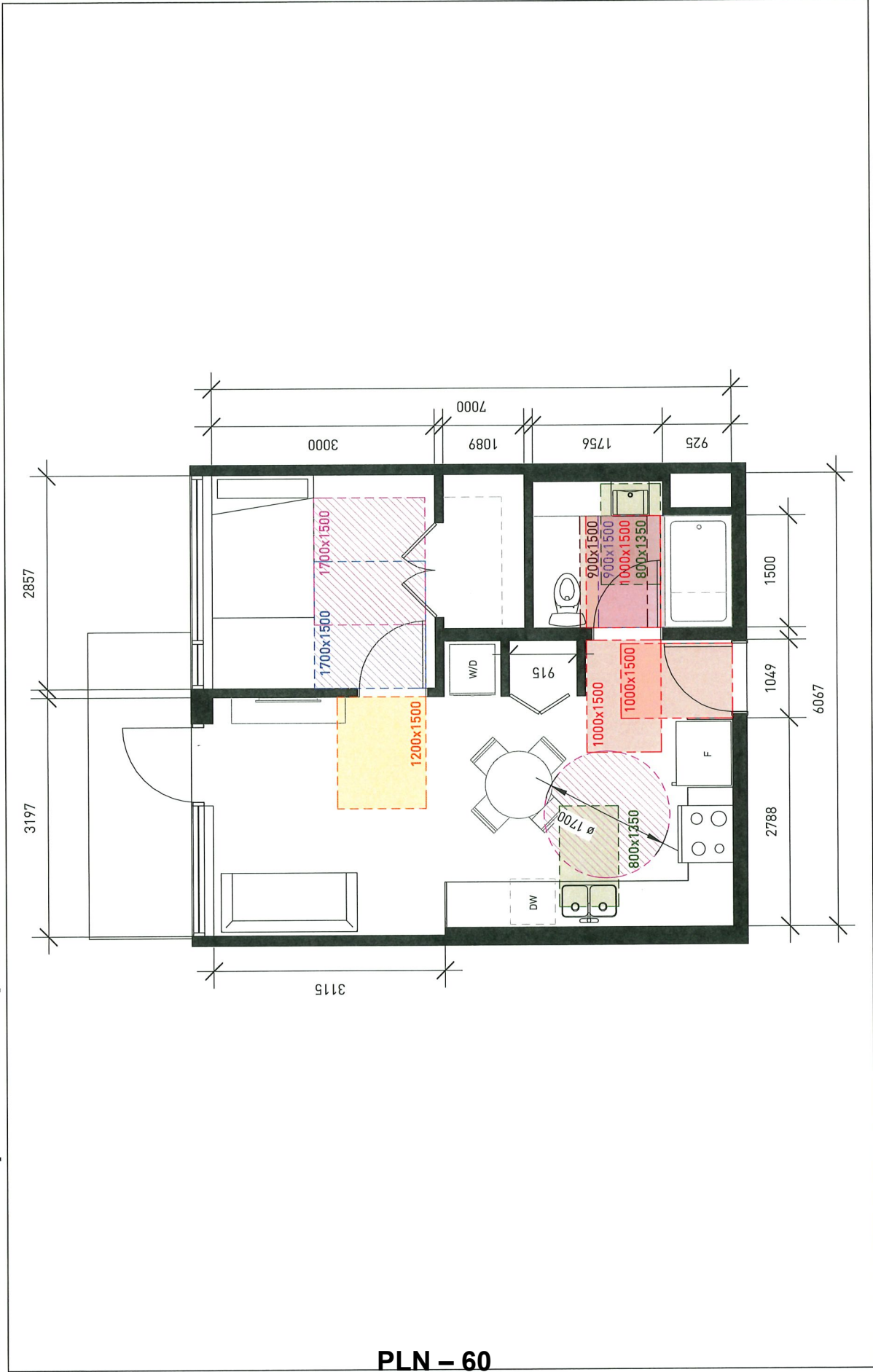
Adaptable Dwelling Unit Plans

Micro Unit Example Suite (330 sq ft)



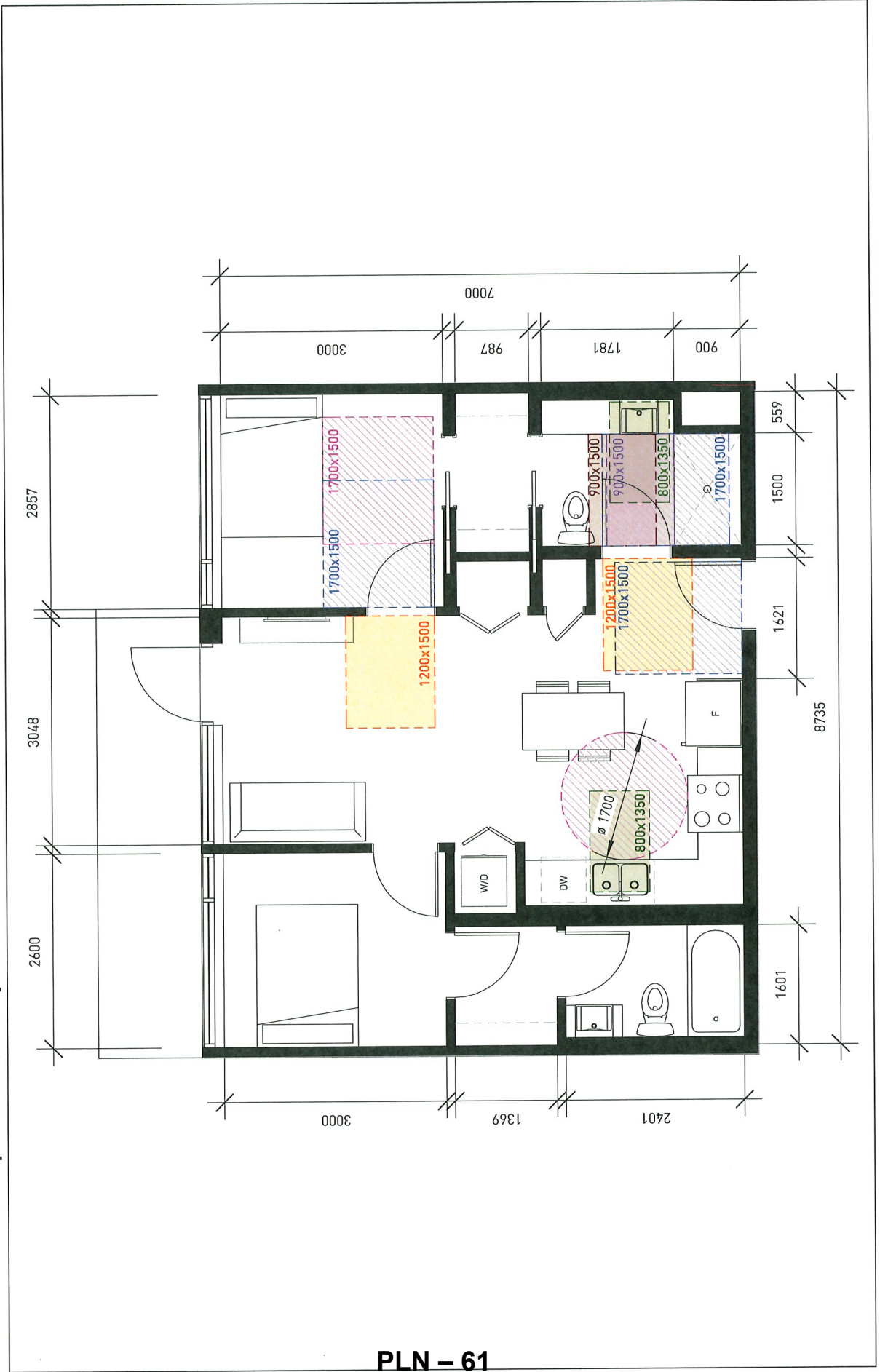
PLN - 59

One Bedroom Example Suite (500 sq ft)



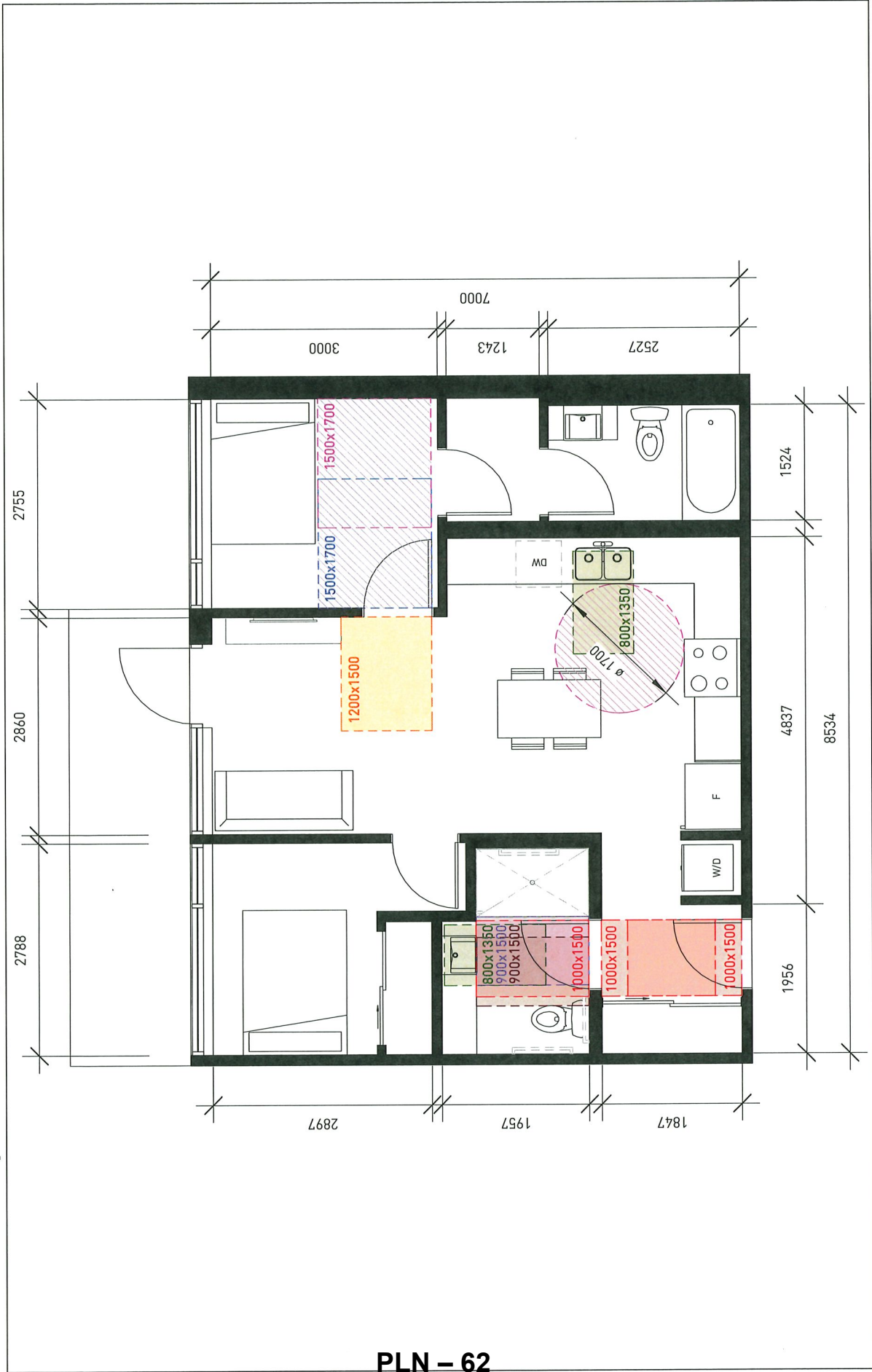
PLN - 60

Two Bedroom Example Suite (720 sq ft)



PLN - 61

Two Bedroom Example Suite (710 sq ft)



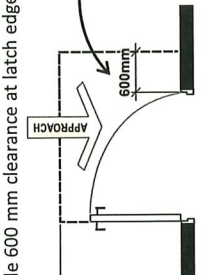
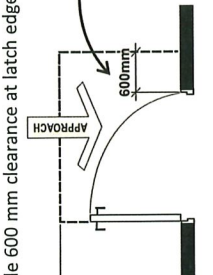
PLN - 62

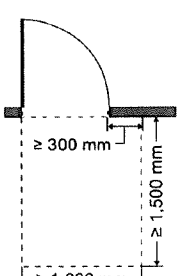
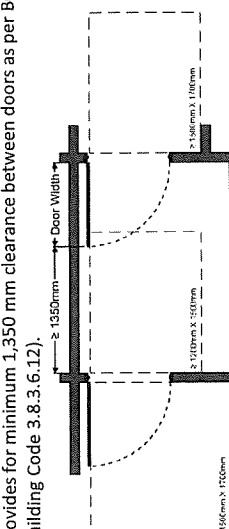
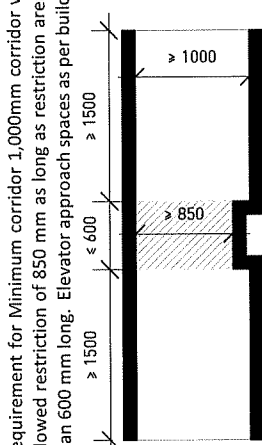
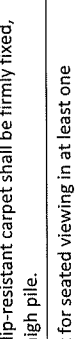

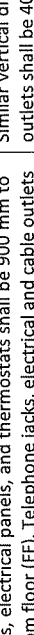
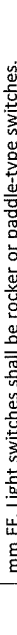
Adaptable Floor Plate Example

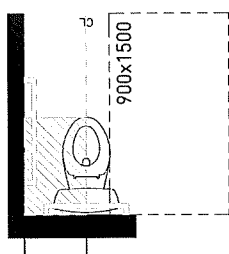
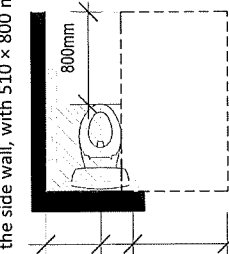
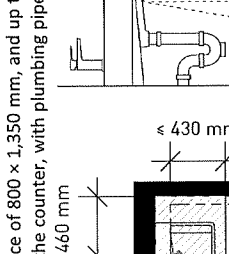
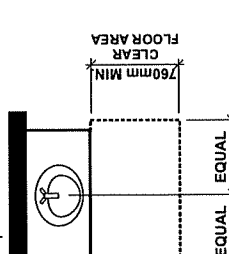
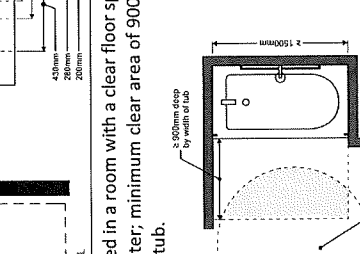
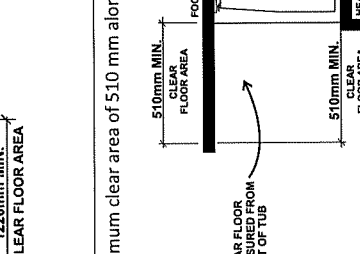
Tower Floor Plate with Adaptable Units

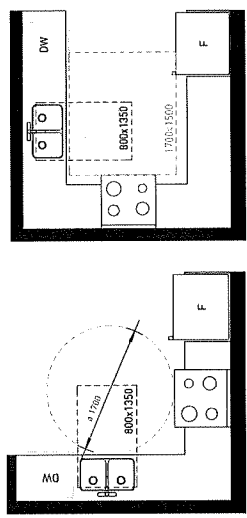
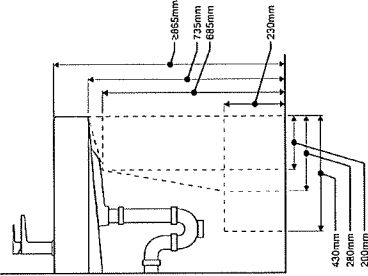


PLN - 63

Items	BUH (Basic universal housing – Richmond Zoning bylaw)	ADU (Adaptable dwelling unit – BCBC 2024)	Recommendations
Purpose	Intended to facilitate ready access, use and occupancy of a dwelling unit by a person with a disability.	Adaptable dwelling unit means a dwelling unit designed and constructed with some accessible features, which accommodates future modifications to provide additional accessible features.	Harmonize to higher accessibility ADU regulations in the BC Building Code
Access Statement	Each dwelling unit and each type of amenity space shall be accessible to a person with a disability from a road and from an on-site parking area. Access to the elevator shall be provided from both the road and the entry to the on-site parking area. An automatic door opener shall be provided for the main entry.	Access, or accessible, means an area and its facilities, or both, as required by this Code, which is easy to approach, enter, exit, operate, participate in, pass to and from, and use safely and independently by persons with disabilities.	Harmonize to ADU standards that includes more stringent accessibility features inside the residential unit. Both regimens apply to dwelling units in multiunit residential buildings served by an accessible path and elevator.
Doors and Doorways	Minimum 850 mm clear openings for entry door into unit.	Minimum 850 mm clear openings for all doors along accessible path within the unit.	Harmonize to ADU
	Minimum 800 mm clear opening for interior swing doors to at least one bedroom, an accessible bathroom and common living areas.	Minimum 850 mm clear opening to all doorways along internal accessible path including to kitchen.	Harmonize to ADU
	Entry doors are exempted from minimum 850 mm clear opening and maneuvering approach spaces if rough-in wiring for an automatic door opener is provided.	Similar requirement, but for all doors not meeting the 850 mm clear dimension. All such situations will have provision for electrical rough-in for power operator	Harmonize to ADU
Door Hardware, functional design	Doors in units and common areas shall be operable by devices that do not require tight grasping or twisting of the wrist.	Similar requirement in general, but specific hardware may be changed in the future based on the unique needs of occupants.	Harmonize to ADU
Door Sills	Flush thresholds with a maximum height of 13 mm, except balcony door sills.	Similar requirements.	Harmonize to ADU
Maneuvering Space at Doorways	Entry doors to units and in common areas shall have a clear and level areas.	All doors shall have clear and level area for approaching both sides.	Harmonize to ADU
Approach Space to Entry Door along accessible path	For pull side: 1,500 mm along path of travel x 1,450 mm width to include 600 mm clearance at latch edge. 	For pull side, 1700 mm along path of travel x 1500 mm width to include 600 mm clearance at latch edge or 1500mm along path of travel and 1700 width. 	Harmonize to ADU
Approach Space to Entry Doors along accessible path	For the push side 1,220 mm along the path of travel x 1,150 mm clearance at latch edge.	For the push side, 1500 mm along the path of travel x 1200 mm clearance at latch edge.	Harmonize to ADU

	<p>Door sequencing in public corridors of the building</p>	<p>Provides for minimum 1,350 mm clearance between doors as per BC Building Code 3.8.3.6.12).</p> 	<p>Harmonize to ADU</p>
	<p>Requirement for Minimum corridor width with allowed restriction of 850 mm as long as restriction area no more than 600 mm long. Elevator approach spaces as per building code.</p>	<p>Requirement for Minimum corridor width with allowed restriction of 850 mm as long as restriction area no more than 600 mm long. Elevator approach spaces as per building code.</p>	<p>Harmonize to ADU</p>
	<p>No abrupt changes in level. Slip-resistant carpet shall be firmly fixed, with a maximum of 13 mm high pile.</p>	<p>Comment item in BCBC 2024</p>	<p>Harmonize to ADU</p>
	<p>Maximum 750 mm sill height for seated viewing in at least one bedroom and the living room.</p>	<p>Building Code ADU is silent</p>	<p>Keep as part of BUH feature required for exemption</p>
	<p>Hardware shall be operable with one hand and per door hardware.</p>	<p>Similar regulation</p>	<p>Harmonize to ADU</p>
	<p>Light switches, electrical panels, and thermostats shall be 900 mm to 1,200 mm from floor (FF). Telephone jacks, electrical and cable outlets shall be 455 to 1,200 mm FF. Intercoms shall be a maximum of 1,375 mm FF. Light switches shall be rocker or paddle-type switches.</p>	<p>Similar vertical dimension considerations, Controls, switches and outlets shall be 400 to 1,200 mm FF, intended for frequent operation by occupants. Special outlet for future strobe.</p>	<p>Harmonize to ADU</p>

<p>Bathrooms-toilet</p>	<p>Minimum one bathroom shall have a toilet positioned 420 to 480 mm from the side wall, with 510 x 800 mm free of obstruction.</p> 	<p>Toilet transfer space required</p> 	<p>Harmonize to ADU</p>
<p>Sink</p>	<p>Clear space for access to sink with a clear area of 760 x 1,220 mm.</p> 	<p>Minimum 460 mm between the centerline and side wall, with clear floor space of 800 x 1,350 mm, and up to 430 mm from the front edge of the counter, with plumbing pipe clearance.</p> 	<p>Harmonize to ADU</p>
<p>Bathtub</p>	<p>Minimum clear area of 510 mm along the full length of the bathtub.</p> 	<p>Be located in a room with a clear floor space not less than 1,700 mm in diameter; minimum clear area of 900 mm along the full length of the bathtub.</p> 	<p>Harmonize to ADU</p>
<p>Shower</p>	<p>Zoning bylaw BUH is silent</p>	<p>Minimum clear area of 900 mm along the full length of the shower. Similar clear floor space to bathtub.</p>	<p>Harmonize to ADU</p>

	<p>Structural reinforcement in walls to facilitate the installation of grab bars around the toilet and tub.</p> <p>Easy-to-grasp handles on faucets, lever-type.</p>	<p>Similar regulation</p>	<p>Harmonize to ADU</p>
Kitchens	<p>Usable counter space and cupboards shall be easily accessed by people with disabilities, such as continuous counter between sink and cooktop, pull-out work boards at 810 mm high and pull-out cabinet shelves.</p>	<p>Similar regulation</p> <p>Continuous counter between sink and cooktop.</p> 	<p>Harmonize to ADU</p> <p>Harmonize kitchen to ADU.</p> <p>Pull-out work board (810 mm high) retained as requirements for BUH.</p>
	<p>Easy-to-grasp handles on faucets, lever-type.</p> <p>Task lighting at sink, stove and key work areas.</p>	<p>Similar regulation</p> <p>Building Code ADU is silent</p>	<p>Task lighting at fixtures retained as a requirement of the BUH.</p> <p>Harmonize to ADU</p>
	<p>Plumbing and utility pipes located to provide for a potential 810 mm wide under-counter workspace, universally accessible for knee space.</p>	<p>Turning area clear floor space; see diagram above.</p> 	<p>Harmonize to ADU</p>
Bedroom & Closet	<p>Provide a turning space of 1,500 mm diameter on one side of at least a double bed. Cloth closet to have a minimum 900 mm clear opening, minimum 750 x 1,200 mm clear space, and hanger rod at 1,200 mm high.</p>	<p>Provide floor area that permits turning of minimum 1,700 mm diameter, or minimum 1,700 x 1,500 mm adjacent to a bed, with pathway clearance of minimum 850 mm wide, and at least one closet to have the same clear opening as BUH, with clear floor space that need not be separate from bedroom turning areas, as per diagram below.</p>	<p>Harmonize to ADU</p>

			<p>Building Code ADU is silent.</p>	<p>Retain minimum size of balcony or patio (1,500 x 1,500 mm) as a requirement of the BUH.</p>
<p>Patios and Balconies</p>	<p>Minimum 800 mm clear opening for access door; minimum dimension of balcony or patio 1,500 x 1,500 mm. Does not apply to 'Juliet' or 'French' style.</p>	<p>Code does not regulate furniture and its size, other than to demonstrate that transfer space on one side of a bed is available</p>	<p>Building Code ADU is silent.</p>	<p>Required as element for BUH.</p>
<p>Accessible Patios and Balconies</p>	<p>At least one patio/balcony will be provided with accessible door sill height.</p>	<p>Minimum 800 mm clear opening for access door; minimum dimension of balcony or patio 1,500 x 1,500 mm. Does not apply to 'Juliet' or 'French' style.</p>	<p>Building Code ADU is silent.</p>	<p>Required as element for BUH.</p>
<p>Additional Electrical Outlets</p>	<p>Provide additional outlets around bed in one bedroom accessed on an accessible path.</p>	<p>Building Code ADU is silent.</p>	<p>Building Code ADU is silent.</p>	<p>Required as element for BUH.</p>



**Richmond Zoning Bylaw No. 8500
Amendment Bylaw No. 10728**

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

1. Richmond Zoning Bylaw No. 8500, as amended, is further amended at section 3.4 by inserting the following definitions in alphabetical order:

“adaptable dwelling unit (ADU) means an *adaptable dwelling unit* as defined in the *BC Building Code 2024*, as may be amended or replaced, including but not limited to a **dwelling unit** that incorporates all of the **building** features set out in Section 3.8.5 of the *BC Building Code 2024*.”

2. Richmond Zoning Bylaw No. 8500, as amended, is further amended by deleting Section 4.6 and replacing it with the following:

“4.6 Floor Area Exemption for Basic Universal Housing Features and Adaptable Dwelling Units

4.6.1 The following areas are not included in the calculation of maximum **floor area ratio** in all **zones** that permit **apartment housing** and **town housing** for each **dwelling unit** that is contained within **one storey** and where such **dwelling unit** meets the following criteria:

- a) a **floor area** of 1.86 m² for each **dwelling unit** that:
 - (i) is provided in addition to any **adaptable dwelling units** required to be provided by the applicable *Building Code*, and incorporates all the **basic universal housing features** described in Section 4.16; or
 - (ii) is **adaptable dwelling unit** required to be provided by the applicable *Building Code*, and incorporates the additional **basic universal housing features** described in subsections 4.16.16, 4.16.25(a), 4.16.25(d), and 4.16.29; or
- b) a **floor area** of 3.72 m² for each **dwelling unit** that:
 - (i) is an **adaptable dwelling unit** either required to be provided by the applicable *Building Code* or in addition to any **adaptable dwelling unit** either required to be provided by the *Building Code*;
 - (ii) incorporates the additional **basic universal housing features** described in subsections 4.16.16, 4.16.25(a), 4.16.25(d), and 4.16.29;

- (iii) additionally provides an accessible threshold or door sill for no less than one **access** door to any patio or balcony (i.e. the maximum break of the flush threshold is 13.0mm in **height**); and
- (iv) additionally provides two (2) electrical outlets, in addition to those required by the *Building Code*, in:
 - (1) the space around a bed in a **dwelling unit** that consists of a studio; or
 - (2) in at least one **bedroom** in every other **dwelling unit**.

For greater certainty any **dwelling unit** is only eligible for one of the **floor area** exemptions in 4.6.1.a or 4.6.1.b above.”

3. Richmond Zoning Bylaw No. 8500, as amended, is further amended inserting the following as new Section 4.16A:

“4.16A Adaptable Dwelling Units

4.16A.1 **Adaptable dwelling units**, otherwise described as **ADUs**, are intended to facilitate ready **access, use**, and occupancy of a **dwelling unit** by a person with a disability.

4.16A.2 Each **adaptable dwelling unit** will provide the features described in Section 3.8.5 of the *BC Building Code 2024*, as may be amended or replaced, which may exceed the standards set out in Section 4.16 above.”

4. This Bylaw is cited as **“Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728”**.

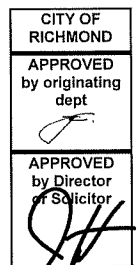
FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Report to Committee



**City of
Richmond**

To: Planning Committee

Date: February 6, 2026

From: Peter Russell
Director, Housing

File: 08-4057-05/2025-Vol 01

Re: Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 to Permit the City of Richmond to Secure Moderate Market Rental Units at 9000 No. 3 Road

Staff Recommendation

That Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 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 Moderate Market Rental homes required by Rezoning Application RZ 23-033712.

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

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

Staff Report

Origin

Panatch Group, on behalf of 1320484 B.C Ltd. (Director: Kush Panatch), applied to the City to amend the Official Community Plan (OCP) and Richmond Zoning Bylaw 8500 to permit the development of 64 rental homes in a five-storey mixed-use apartment building. Seven of the homes will be secured at below-market rental rates. Council granted first reading to the amending bylaws on April 28, 2025. A public hearing for the amendments was held on May 20, 2025, following which Council granted second and third readings to the amending bylaws.

In accordance with the rezoning considerations for Rezoning Application RZ 23-033712, the applicant is required to enter into a Housing Agreement and register a Housing Covenant on Title to secure at least seven of the rental homes as Moderate Market Rental (MMR) homes in perpetuity. This report recommends that City Council give first, second and third readings to Housing Agreement (Moderate Market Rental) (9000 No. 3 Road) Bylaw No. 10690.

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

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

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

Analysis

The development proposes the construction of 64 residential rental tenure homes of which seven will be secured as Moderate Market Rental (MMR). The building includes commercial and accessory non-residential uses on the ground floor with residences above.

Moderate Market Rental Units

The OCP recognizes the opportunity for the City to grant additional density when a project proposes affordable housing as a means of addressing community need. In this case, the Applicant is proposing seven MMR homes for which tenant eligibility is based on BC Housing's Household Income Limits (HILs), being largely aligned with the City's Low-End Market Rental (LEMR) rates.

The minimum combined habitable floor area of the seven MMR homes must be at least 374.45 m² (4,030.55 ft²) as secured through RZ 23-033712. Table 1 summarizes the proposed unit mix, proportion of family-friendly units, and units with Basic Universal Housing (BUH) design. Overall, the number and mix of MMR homes uphold the objectives of the Affordable Housing Strategy and applicable policies of the City's OCP. The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Table 1: Moderate Market Rental Unit Mix

	Units	Family-Friendly	Basic Universal Housing (BUH)
Studio	2	-	100%
1-Bedroom	2	-	100%
2-Bedroom	3	42.86%	100%
Total	7	42.86%	100%

The rental rates and income thresholds that will be secured by the Housing Agreement are outlined in Table 2. Maximum rent rates are set at 30 per cent of the HILs, divided by 12 (months).

Table 2: Moderate Market Rental Unit Rental Rates and Income Threshold

Unit Type	Maximum Rental Rates	Income Thresholds (2025 HILs)
Studio	\$1,450	\$58,000
1-Bedroom	\$1,450	\$58,000
2-Bedroom	\$1,800	\$72,000
3-Bedroom	\$2,150	\$86,000

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

Financial Impact

None

Conclusion

A Housing Agreement is required to secure seven MMR homes at 9000 No. 3 Road in perpetuity at rents and income thresholds below those found in the private market. It is recommended that Housing Agreement (Moderate Market Rental) (9000 No. 3 Road) Bylaw 10690 be introduced and given first, second and third readings.



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



**Housing Agreement (Moderate Market Rental)
(9000 No. 3 Road) Bylaw No. 10690**

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. 003-672-191

Lot 537 Section 28 Block 4 North Range 6 West New Westminster District Plan NWP54754

2. This Bylaw is cited as "**Housing Agreement (Moderate Market Rental) (9000 No. 3 Road) Bylaw No. 10690**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>elm</i>
APPROVED for legality by Solicitor <i>JH</i>

MAYOR

CORPORATE OFFICER

Bylaw 10690

Schedule A

**To Housing Agreement (Moderate Market Rental)
(9000 No. 3 Road) Bylaw No. 10690**

HOUSING AGREEMENT BETWEEN AASHYN NO. 3 ROAD DEVELOPMENT LTD. AND
1320484 BC LTD. TOGETHER AS OWNER AND CITY OF RICHMOND

MODERATE INCOME HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference 27th day of January, 2026.

BETWEEN:

AASHYN NO. 3 ROAD DEVELOPMENT LTD. (Incorporation No. BC1314626), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #700 – 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1

(the “**Beneficial Owner**”)

AND:

1320484 B.C. LTD. (Incorporation No. BC1320484), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #700 – 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1

(the “**Registered Owner**”, together with the Beneficial Owner, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Beneficial Owner is the beneficial owner of the Lands and the Registered Owner is the nominee and title holder of the Lands pursuant to a Declaration of Bare Trust and Agency Agreement dated March 17, 2023;
- C. The Registered Owner is the registered owner of the Lands;
- D. 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

Moderate Income Housing Agreement (Section 483 *Local Government Act*)
9000 No 3 Road – HA Bylaw 10690
Application No. RZ 23-033712 Bylaw No.10656
RZ Consideration # 17

- E. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words have the following meanings:
- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
 - (b) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
 - (c) **“BC Housing HIL Report”** means a Housing Income Limit Report for a calendar year released by the BC Housing Management Commission, or any replacement thereof;
 - (d) **“Building”** means any building or structure constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
 - (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
 - (f) **“City”** means the City of Richmond;
 - (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
 - (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required moderate income affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, electric bicycle charging stations, outdoor amenity space, and related access routes;

- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director of Housing Office”** means the City’s Director, Housing Office of the City, and his or her designate;
- (n) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Moderate Income Housing Unit;
- (o) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
 - (i) in respect of a studio unit, \$58,000.00 or less;
 - (ii) in respect of a one-bedroom unit, \$58,000.00 or less;
 - (iii) in respect of a two-bedroom unit, \$72,500.00 or less; or
 - (iv) in respect of a three-bedroom unit, \$86,000 or less; or
 - (v) in respect of a four or more bedroom unit, \$107,500 or less; or

provided that, commencing February 1, 2026, the annual incomes set out above shall be adjusted annually on February 1st of each year this Agreement is in force and effect:

- (vi) by the household income limits published in a BC Housing HIL Report for the year for Richmond, and if Richmond is not listed, for Vancouver; or

- (vii) in the event an annual housing income limit has not been published in the BC Housing HIL Report for the year, by a percentage equal to the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year.

If there is a decrease in the household income limits set out in the BC Housing HIL Report, or the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable pursuant to the above, the annual incomes set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;

- (p) “**Family**” means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (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 Lands from time to time, in respect to the use and transfer of the Moderate Income 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: 003-672-191, Lot 537 Section 28 Block 4 North Range 6 West New Westminster District Plan 54754, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (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) “**LTO**” means the New Westminster Land Title Office or its successor;

- (x) **“Moderate Income Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (y) **“Moderate Income Housing Parking”** means parking allocated for the exclusive use of any Moderate Income Housing Unit (pursuant to the Housing Covenant);
- (z) **“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;
- (aa) **“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;
- (bb) **“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 Moderate Income Housing Unit from time to time;
- (cc) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development 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;
- (dd) **“Permitted Rent”** means no greater than:
 - (i) \$1,450.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$1,450.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,812.50 (exclusive of GST) a month for a two-bedroom unit; and
 - (iv) \$2,150.00 (exclusive of GST) a month for a three-bedroom unit,
 - (v) \$2,687.50 (exclusive of GST) a month for a four (or more) bedroom unit,provided that,
 - (A) commencing February 1, 2026, the rents set out above may be adjusted annually on February 1 of each year this Agreement is in

force and effect by calculating the Permitted Rents to be equal to 30% of the gross household incomes as set out in the applicable BC Housing HIL Report for Richmond, and if Richmond is not listed, for Vancouver. In the event that a BC Housing HIL Report for the year has not been released, Permitted Rents may be increased by a percentage equal to the percentage increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year; and

- (B) if there is a decrease in the incomes set out in the BC Housing HIL Report or in the percentage change in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable based on the above, the Permitted Rents set out above for the subsequent year shall remain unchanged from the previous year; and

for existing tenancies, Permitted Rent may only be increased by the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society). If there is a decrease in the incomes set out in the BC Housing HIL Report or in the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable based on the above, the Permitted Rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (ee) “*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;
- (ff) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (gg) “*Residential Tenancy Regulation*” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (hh) “**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;
- (ii) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

- (jj) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (kk) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Moderate Income Housing Unit; and
- (ll) **“Tenant”** means an occupant of a Moderate Income Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

**ARTICLE 2
USE AND OCCUPANCY OF MODERATE INCOME HOUSING UNITS**

- 2.1 The Owner agrees that each Moderate Income Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant at Permitted Rent; and that a Moderate Income Housing Unit may 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 Moderate Income 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 will, in respect of each Moderate Income 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 Moderate Income 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 Moderate Income Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Moderate Income Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate

- the detailed design, construction, operation, and management of the Moderate Income Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Moderate Income Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Moderate Income Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Moderate Income Housing Units, any facilities for the use of the Moderate Income Housing Units, including parking and any shared indoor or outdoor amenities, including the Common Amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Moderate Income Housing Units have been constructed in accordance with the Agreement;
 - (d) not permit the Development or any portion thereof to be occupied, unless and until the Moderate Income Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Moderate Income Housing Units; and
 - (e) not subdivide the Moderate Income Housing Units into individual strata lots. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Moderate Income Housing Units will together form no more than one (1) strata lot.

ARTICLE 3
DISPOSITION AND ACQUISITION OF MODERATE INCOME HOUSING UNITS

- 3.1 The Owner will not permit a Moderate Income Housing Unit to be subleased, or the Moderate Income Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit a Moderate Income 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 Moderate Income 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 Moderate Income 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 Moderate Income Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Moderate Income Housing Units in one building, provided any one such legal and registered owner may be a different corporate entity or person from its one (1) such beneficial owner, as evidenced by a signed trust agreement in form and substance satisfactory to the City Solicitor. For clarity, all of the Moderate Income Housing Units will remain under one (1) ownership structure;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.3; and
 - (c) the Lands will not be Subdivided such that one or more Moderate Income 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 Moderate Income 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 Moderate Income Housing Unit;
 - (ii) the number of occupants of the Moderate Income Housing Unit;
 - (iii) the number of occupants of the Moderate Income Housing Unit 18 years of age and under; and
 - (iv) the number of occupants of the Moderate Income Housing Unit who are Seniors";
- (b) defines the term "Landlord" as the Owner of the Moderate Income Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement.

3.5 The Owner will not sell or transfer less than all of the Moderate Income Housing Units in any sale or transfer transaction affecting the Moderate Income Housing Units. If the Owner sells or transfers any Moderate Income Housing Units, the Owner will notify the City Solicitor and the Director of Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.

3.6 The Owner will not rent, lease, license or otherwise permit occupancy of any Moderate Income Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

- (a) the Moderate Income Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Moderate Income Housing Unit will not exceed the Permitted Rent applicable to that class of Moderate Income Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:

- (i) move-in/move-out fees;
- (ii) strata fees;
- (iii) strata property contingency reserve fees;
- (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including for the upkeep of such facilities;
- (v) charges or fees in excess of those charged to other residential occupants of the Development for the use of parking, visitor parking, loading, bicycle storage, electric vehicle and bicycle charging stations or related facilities on the Lands used by the Tenants;
- (vi) extra charges for the use of sanitary sewer, storm sewer, or water; or
- (vii) property or similar tax;

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

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (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);
 - (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
 - (x) installing electric bicycle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (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 Moderate Income 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) a Moderate Income 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(o) of this Agreement;
- (iii) the Moderate Income Housing Unit is occupied by more than the number of people the City determines can reside in the Moderate Income Housing Unit given the number and size of bedrooms in the Moderate Income Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Moderate Income Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Moderate Income 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 Moderate Income 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 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(o), Eligible Tenant, of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.6(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. Notwithstanding the forgoing termination notice periods, the termination notice period shall be the longer of the foregoing and any applicable termination notice period required by the *Residential Tenancy Act*;

- (h) the Tenancy Agreement will identify all occupants of the Moderate Income Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Moderate Income 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.

3.7 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

Moderate Income Housing Unit to vacate the Moderate Income Housing Unit on or before the effective date of termination.

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

ARTICLE 4 DEMOLITION OF MODERATE INCOME HOUSING UNIT

- 4.1 The Owner will not demolish a Moderate Income 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 Moderate Income Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Moderate Income 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 Moderate Income Housing Unit has been issued by the City and the Moderate Income 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 a Moderate Income Housing Unit in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Moderate Income Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Moderate Income 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 Moderate Income 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 a Moderate Income 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 Moderate Income Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 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 a Moderate Income Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations, electric bicycle charging stations, or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations, electric 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 Moderate Income 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 a Moderate Income 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 Moderate Income 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) a Moderate Income Housing Unit is used or occupied in breach of this Agreement;
 - (b) a Moderate Income Housing Unit is rented at a rate in excess of the Permitted Rent; or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

- 6.2 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 a Moderate Income Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Moderate Income 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, this Agreement will secure only the legal parcels which contain the Moderate Income Housing Units.

The City will partially release this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and

Moderate Income Housing Agreement (Section 483 *Local Government Act*)
9000 No 3 Road – HA Bylaw 10690
Application No. RZ 23-033712 Bylaw No. 10656
RZ Consideration # 17

- (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 Modification

Subject to section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Moderate Income Housing Units and will permit representatives of the City to inspect the Moderate Income 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 Moderate Income Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

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

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

Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Moderate Income 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 or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Moderate Income Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Moderate Income Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner set out in this Agreement, including but not limited to sections 7.5 and 7.6, will survive termination or 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 Moderate Income 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

Copies to: City Solicitor and the Director of Housing Office,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole

Moderate Income Housing Agreement (Section 483 *Local Government Act*)
9000 No 3 Road – HA Bylaw 10690
Application No. RZ 23-033712 Bylaw No. 10656
RZ Consideration # 17

agreement between the City and the Owner respecting the use and occupation of the Moderate Income 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 provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

[remainder of page intentionally blank]

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

AASHYN NO. 3 ROAD DEVELOPMENT LTD., by its authorized signatory(ies):

Kush Panatch P.
Name: KUSH PANATCH
Title: DIRECTOR

Name:
Title:

1320484 B.C. LTD., by its authorized signatory(ies):

Kush Panatch
Name: KUSH PANATCH
Title: DIRECTOR

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

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
(Moderate Income Housing Units)

CANADA) IN THE MATTER OF Unit Nos. _____ - _____
) (collectively, the "Moderate Income Housing Units")
) located at
) _____
 PROVINCE OF) (street address), British Columbia, and Housing
 BRITISH COLUMBIA) Agreement dated _____, 20____ (the
 TO WIT:) "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 Moderate Income 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 Moderate Income Housing Units and information as of the ____ day of _____, 20____;

3. Continuously since the last Statutory Declaration process:

a) the Moderate Income Housing Units, if occupied, were occupied only by

Eligible Tenants (as defined in the Housing Agreement); and

- b) the Owner of the Moderate Income Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Moderate Income Housing Units;

- 4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Moderate Income Housing Units is current and accurate as of the date of this declaration; and

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

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

- 5. I obtained the prior written consent from each of the occupants of the Moderate Income Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Moderate Income 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.*

Local Government Act)
 oad – HA Bylaw 10690
 Application No. RZ 23-033712 Bylaw No.10656
 RZ Consideration # 17

Appendix A to Statutory Declaration

Building Name:				Building Address:				Property Manager Name:								
Property Management Company:				Property Manager Email:				Property Manager Phone Number:								
Unit and Household Information								Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)				
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$31,049	Yes	\$61,638	\$1,611.19	\$ -	\$ -	\$ -	\$ -	\$ -
				No				\$22,764	Yes							
				No				\$7,825	Yes							
				No												
1																
2																
3																

Continue rows as needed.



City of Richmond

Report to Committee

To: Planning Committee

Date: February 10, 2026

From: Peter Russell
Director, Housing

File: 08-4057-05/2025-Vol 01

Re: **Housing Agreement Amendment Application by BC Housing and Polygon for Talistar Development at 3468 Ketcheson Court**

Staff Recommendation

That Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743 be introduced and given first, second, and third readings.

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

Att. 1

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

Staff Report

Origin

On June 12, 2023, Council adopted the rezoning application (RZ 18-836123) by Polygon for the lands municipally known as 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road / 3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road to enable the construction of 1,341 homes including 1,014 market strata homes, 171 market rental homes, and 156 Low-End Market Rental (LEMR) homes across four phases. Construction of the development, named Talistar, is underway with completion of phase one anticipated in late Spring 2026. Phase one includes a single building comprised of two towers over a shared parkade. One tower includes 156 LEMR homes and the other includes 120 market rental homes.

Polygon is in the process of advancing the potential sale of the 156 LEMR homes to BC Housing. As part of this process, the two parties are seeking amendments to the Housing Agreement. The amendments would establish a tenancing framework that more closely aligns with that used by BC Housing across the Province.

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

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

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

Analysis

In November 2024, Council adopted changes to the LEMR Program to better align maximum rent rates and income thresholds with current market conditions and, in doing so, improve the long-term financial viability of LEMR home construction and operations. Table 1 presents the 2026 maximum LEMR rent rates and income thresholds.

Table 1: Maximum 2026 LEMR Rent Rates and Income Thresholds

Unit Type	Maximum Rent	Income Threshold
Studio	\$1,395	\$55,800
1-Bedroom	\$1,508	\$60,336
2-Bedroom	\$1,816	\$72,648
3+ Bedroom	\$2,205	\$88,200

Staff are currently in receipt of an application by Polygon to amend the Talistar Housing Agreement to change the maximum LEMR rent rates and income thresholds as described below.

Proposed Housing Agreement Amendments

The amending bylaw, if adopted, would have the effect of repealing and replacing the existing housing agreement with the following key changes.

Maximum Rents

BC Housing is proposing to increase the affordability of one-half, or 78 of the 156 LEMR homes, by setting rents for these homes at 25 per cent below the Canada Mortgage and Housing Corporation's (CMHC) Average Market Rent (AMR) for Richmond. The remaining LEMR homes would have rents set at the current LEMR rent rates, being 10 per cent below the CMHC AMR for Richmond. Table 2 presents the proposed maximum rents by unit type.

Table 2: Maximum Rent Rates by Unit Type

Unit Type	CMHC AMR (2025)	Rents at 10% below CMHC AMR (LEMUR)	Rents at 25% below CMHC AMR
Studio	\$1,550	\$1,395	\$1,163
1-Bedroom	\$1,676	\$1,508	\$1,257
2-Bedroom	\$2,018	\$1,816	\$1,514
3+ Bedroom	\$2,450	\$2,205	\$1,838

The proposal by BC Housing provides 78 rental homes at a depth of affordability which exceeds that of the LEMR Program. Achieving greater affordability will assist the City in supporting the priority groups recognized in the Affordable Housing Strategy, including low and moderate-income households, seniors, families, and persons with disabilities.

Income Thresholds and Housing Affordability

Income thresholds are proposed to be set at 20 per cent below BC Housing's "Low to Moderate Income Limits" for all the LEMR homes in the development. The Limits are applied to projects that do not receive an ongoing subsidy from BC Housing and are set annually by BC Housing using provincial median income data from Statistics Canada. Table 3 presents the City's current LEMR income thresholds and those proposed by BC Housing.

Table 3: Current LEMR Income Thresholds and BC Housing's Proposed Thresholds

Unit Type	(Current) LEMR Income Threshold	(Proposed) 20% below BC Housing's Low to Moderate Income Limits	BC Housing's 2026 Low to Moderate Income Limits	BC Housing's 2025 Housing Income Limits (HILs)
Studio	\$55,800	\$72,448	\$90,560	\$58,000
1 Bdrm	\$60,336	\$72,448	\$90,560	\$58,000
2 Bdrm	\$72,648	\$117,016	\$146,270	\$72,000
3+ Bdrm	\$88,200	\$117,016	\$146,270	\$86,000

As outlined above, BC Housing's proposed income thresholds are higher than those set out in the City's LEMR Program. BC Housing staff note that the higher income thresholds will broaden the pool of eligible households. Additionally, having higher income thresholds may allow residents to remain in their homes should there be a modest increase in their income.

Increasing the income thresholds may mean that households earning more than the City's LEMR income thresholds are able to gain access to homes with rents lower than those set out in the LEMR Program. Accordingly, the agreement requires the NPO operator to only tenant the units to households with gross incomes below BC Housing's Household Income Limits (HILs) within the first 12 months following building occupancy and within three months of any tenant turnover. Table 3 also recognizes BC Housing's 2025 HILs, applicable to 2026 tenancies.

Securing a Non-Profit Organization

The terms of the current Housing Agreement require that Polygon retain a non-profit organization (NPO) acceptable to the City to administer and manage all the LEMR homes. Polygon has advised staff that securing a single NPO to manage the high number of LEMR homes at Talistar has been challenging due to current market conditions and the limited pool of non-profits capable of managing larger-scale residential developments. It is understood that BC Housing is interested in purchasing all 156 LEMR homes and then selling a portion of the homes to an NPO. The NPO would be responsible for managing all the LEMR homes in accordance with an Operating Agreement with BC Housing. Should BC Housing not secure an NPO, BC Housing would own and manage all the LEMR homes.

BC Housing has a mandate to provide access to safe, quality, accessible and affordable housing. As part of the proposal, BC Housing has acknowledged its commitment to housing those who may not traditionally be granted tenancy in other affordable housing developments and to serving those with a connection to Richmond (see Attachment 1).

Income Exceedance

LEMR housing can act as a stepping stone for low-income households seeking to transition towards market rental or market ownership housing. As the gross income of a household increases, so too does the ability of the household to afford market housing and, in some instances, put money into savings to fund future housing needs or investments. In July, 2025, Council adopted the "Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy". The Policy supports the granting of one-time exemptions from an income threshold exceedance of no greater than 10 per cent. Beyond this limit, the City could ask that the owner of the LEMR home issue the household an end of tenancy notice.

Polygon and BC Housing have requested terms that would permit an ongoing income exceedance of no greater than 10 per cent, in addition to an extension of the amount of time given to a tenant(s) if required to vacate a LEMR home because of an exceedance. Notwithstanding the current framework of the noted Policy, staff believe that enabling an ongoing income exceedance of 10 per cent provides a reasonable means of supporting the eventual movement of LEMR tenant(s) into market housing.

In instances where an income exceedance occurs beyond 10 per cent, BC Housing has asked that the Housing Agreement provide for 12 months to vacate a unit upon receipt of an end of tenancy notice, whereas the City's standard Housing Agreement provides tenants with six months to vacate a unit. Staff recommend that this additional timing be accepted by the City as doing so will provide greater accommodation to moderate-income households that may be challenged to find suitable alternative affordable rental or market housing. Terms in the attached housing agreement bylaw enable the 10 per cent income exceedance buffer and the extended time to vacate a unit as noted.

Introduction of asset limits

The amending bylaw introduces asset limits which limit eligibility to households with liquid assets of less than \$100,000 as outlined in the noted Policy.

Financial Impact

None

Conclusion

Polygon, working in conjunction with BC Housing, has applied to amend the Housing Agreement applicable to the 156 LEMR homes in the Talistar development. The amendments are being sought by BC Housing to facilitate its purchase of the LEMR homes. If approved, the amendments would bring increased housing affordability while aligning components of the Housing Agreement with the operations of BC Housing established elsewhere in the Province.



Greg Newman
Manager, Affordable Housing
(604-204-8648)

Att. 1 Letter from BC Housing – Commitment to Richmond Community



Dear Mayor and Council,

RE: 3468 Ketcheson Court, Richmond

BC Housing is committed to meaningfully serve the housing needs of the Richmond community through our potential investment in the Talistar project,. As part of our commitment, we intend to follow a tenanting approach for the building, BC Housing alongside our not-for-profit operating partner, that will prioritize selection of Richmond residents or people with a strong direct connection to Richmond.

This commitment is intended to ensure that local residents directly benefit from the housing being delivered and to support Council's objectives of addressing Richmond's specific housing needs. BC Housing agrees to have this commitment reflected in the Housing Agreement required by the City of Richmond, and in our RFP selecting the housing operator and enshrined in the operating agreements.

We appreciate the opportunity to partner with the City of Richmond on this important project and remain committed to ongoing collaboration to ensure it delivers strong local outcomes.

Sincerely,

A handwritten signature in black ink, consisting of the letters "NB" followed by a long, horizontal, slightly wavy line that ends in a small arrowhead.

Naomi Brunemeyer,

Director of Regional Development

Lower Mainland, BC Housing



**Housing Agreement (Affordable Housing)
(8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and
3600 Sexsmith Road) Bylaw No. 10437,
Amendment Bylaw No. 10743**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division <i>etm</i>
APPROVED for legality by Solicitor <i>LH</i>

Schedule 1 to Bylaw 10743

SCHEDULE A

**To Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road,
8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437**

**HOUSING AGREEMENT BETWEEN POLYGON TALISTAR HOMES LTD AND THE
CITY OF RICHMOND**

SECOND AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference ____ day of _____, 20 ____.

BETWEEN:

POLYGON TALISTAR HOMES LTD. (Inc. No. BC1167752),
a corporation pursuant to the *Business Corporations Act* and
having an address at 900 - 1333 West Broadway, Vancouver,
British Columbia, V6H 4C2

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. 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;
- C. The Owner is the owner of the Lands;
- D. The Owner and the City entered into a Housing Agreement dated for reference March 13th, 2023 (the “**2023 Agreement**”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 10437;
- E. The Owner and the City agreed to replace the 2023 Agreement by entering into an Amended and Restated Housing Agreement dated for reference April 14th, 2025 (the “**2025 Agreement**”) to provide for affordable housing, pursuant to the Affordable

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaws Nos. 10633 and 10743
Lot 1 Affordable Housing Units

Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 10633; and

- F. The Owner and the City have agreed to amend the 2025 Agreement and accordingly wish to enter into this amended and restated Agreement to provide for affordable 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 Parking”** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (b) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (c) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands, or portion thereof, and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Assets”** means property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies, and for the purposes of this Agreement include, in particular, the following:
 - (i) stocks, bonds, term deposits, mutual funds and cash;
 - (ii) business equity in a private incorporated company including cash, GICs, bonds, stocks or real estate; and
 - (iii) real estate equity, net of debt,

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

and exclude, in particular, the following:

- (iv) Registered Education Savings Plans (RESPs), Registered Retirement Saving Plans (RRSPs), Registered Disability Savings Plans (RDSPs), and Registered Retirement Income Funds (RRIF);
- (v) trade and business tools essential to continue currently active employment, such as farm equipment, specialized tools and vehicles;
- (vi) personal effects;
- (vii) bursaries or scholarships from educational institutions for any household member that is a current student; and
- (viii) assets derived from compensatory packages from any government, for example Indian Residential School Settlements and Japanese Canadian Redress;
- (f) **“BC Housing”** means the BC Housing Management Commission or its successor in function;
- (g) **“BC Housing HILs”** means the most recent Housing Income Limits, published by BC Housing with reference to BC Housing’s Subsidized Rental Housing Program Framework, applicable to the number of bedrooms in a unit at the time a Tenant enters into a Tenancy Agreement in respect of such unit;
- (h) **“BC Housing Low and Moderate Income Limits”** means the most recent Low and Moderate Income Limits, published by BC Housing with reference to BC Housing’s Subsidized Rental Housing Program Framework, applicable to the number of bedrooms in a unit at the time a Tenant enters into a Tenancy Agreement in respect of such unit;
- (i) **“Building”** means any building constructed, or to be constructed, on the Lands or any Lot, or a portion thereof, including each air space parcel into which the Lands or any Lot or any part thereof may be Subdivided from time to time. For greater certainty, each air space parcel and the remainder parcel will be a Building for the purpose of this Agreement;
- (j) **“Building Permit”** means a building permit authorizing construction on the Lands or any Lot or any portion(s) thereof;
- (k) **“CCAP”** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (l) **“City”** means the City of Richmond;

- (m) “**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;
- (n) “**CMHC**” means the Canada Mortgage and Housing Corporation or its successor in function;
- (o) “**CMHC Average Rental Rates**” means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (p) “**Common Amenities**” means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Affordable Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required affordable housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (q) “**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;
- (r) “**Daily Amount**” means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the 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;
- (s) “**Development**” means the mixed-use, mid-rise and high-rise development to be constructed on the Lots;
- (t) “**Development Permit**” means a development permit authorizing development on the Lands or any Lot, or any portion(s) thereof;
- (u) “**Director, Housing Office**” means the individual appointed to be the Director, Housing Office from time to time of the Housing Office of the City and his or her designate;
- (v) “**Dwelling Unit**” means a residential dwelling unit or units located or to be located on the Lands or any Lot whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached

dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;

- (w) “**Eligible Tenant**” means a Family:
- (i) having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formulas:

Part A

- (A) the then current BC Housing HILs for the applicable number of bedrooms; or

Part B

- (B) 80% of the then current BC Housing Low and Moderate Income Limits for the applicable number of bedrooms,

provided however that:

- (C) if there is a decrease in such then current BC Housing HILs or BC Housing Low and Moderate Income Limit, as applicable, 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
- (D) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive; and
- (ii) owning Assets valued at \$100,000 or less, as calculated by the City in any particular year, in accordance with the LEMR Parking, Tenant Asset and Income Exceedance Policy; and in the absence of obvious error or mistake, any calculation by the City of the value of an Eligible Tenant's Assets in any particular year shall be final and conclusive;

- (x) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (y) **“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;
- (z) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands or a Lot or parts thereof from time to time, in respect to the use and transfer of the Affordable Housing Units located or to be located on the Lands or parts thereof;
- (aa) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (bb) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (cc) **“Lands”** means those lands and premises legally described as PID: 031-966-039, Lot 1 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “South Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (dd) **“LEMR Parking, Tenant Asset and Income Exceedance Policy”** means the Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy approved by City Council on July 28, 2025, which allows the owner of Affordable Housing Units to charge for parking and to implement an asset test limit for new Tenants, as amended or replaced from time to time;
- (ee) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (ff) **“Lot 2”** means those lands and premises legally described as PID: 031-966-080, Lot 2 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “East Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (gg) “**Lot 3**” means those lands and premises legally described as PID: 031-966-098, Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “West Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (hh) “**Lot 4**” means those lands and premises legally described as PID: 031-966-136, Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “Central Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (ii) “**Lots**” means, collectively, the Lands, Lot 2, Lot 3 or Lot 4 and “**Lot**” means any one of them;
- (jj) “**LTO**” means the New Westminster Land Title Office or its successor;
- (kk) “**OCP**” means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time;
- (ll) “**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;
- (mm) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development 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;
- (nn) “**Permitted Rent**” means no greater than:
 - (i) for up to 50% of the Affordable Housing Units, 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; and
 - (ii) for up to 50% of the Affordable Housing Units, an amount which does not exceed 75% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,

provided that:

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

- (iii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
- (iv) 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;
- (oo) “**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;
- (pp) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (qq) “**Residential Tenancy Regulation**” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (rr) “**Rezoning**” means the rezoning of the parent parcel to the Lots pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (ss) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (tt) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands or a Lot, or the ownership or right to possession or occupation of the Lands or a Lot 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*;
- (uu) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (vv) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent, provided that:

- (a) during the first 12 months of the initial lease-up of all of the Affordable Housing Units and during the first 3 months after a Tenancy Agreement has been terminated in respect of an Affordable Housing Unit, the Owner agrees that each

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

Affordable Housing Unit or Units may only be rented to an Eligible Tenant included in Part A of the definition of Eligible Tenants; and

- (b) at all other times, each Affordable Housing Unit can be rented out to an Eligible Tenant included in Part A or Part B of the definition of Eligible Tenants.

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 will, 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 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
 - (a) be issued with any Development Permit unless the first Development Permit for the Development includes the Affordable Housing Units;
 - (b) be issued with any Building Permit unless the first Building Permit (excluding for excavation) includes the Affordable Housing Units;
 - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any Building, in part or in whole, constructed on the Lots and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or Building constructed on the Lots until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, a

Development Permit, a Building Permit, and all applicable City bylaws, rules or policies, to the satisfaction of the City;

- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; and
 - (iii) 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 Common Amenities; and
- (d) Subdivide the Lands or any part thereof unless all easements, covenants, rights of way and other agreements, to the satisfaction of the Director, Housing Office and the City Solicitor, are in place to secure use of all Common Amenities by the Tenants and any permitted occupants and visitors to the Affordable Housing Units.

2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

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 a 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 Agreement encumbers more than one Affordable Housing Unit, the following will apply:

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in the Building;
- (b) the Owner will not Subdivide the Lands in any manner which would result in the Affordable Housing Units being contained within individual strata lots, the Owner acknowledging and agreeing that if that portion of the Lands containing the Affordable Housing Units is subject to Subdivision by a Strata Plan, that the Affordable Housing Units will together form no more than one (1) strata lot;
- (c) if the Development contains one or more air space parcels, each air space parcel and the remainder within each air space plan will be a “Building” for the purpose of this section 3.3; and
- (d) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units located or to be located on the Lands, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being subdivided such that all of the Affordable Housing Units are contained in a single parcel.

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 employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;

- (ii) a statement of the total value of Assets owned by all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (iii) number of occupants of the Affordable Housing Unit;
 - (iv) number of occupants of the Affordable Housing Unit 18 years of age and under;
 - (v) number of occupants of the Affordable Housing Unit 55 years of age and over.”;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 At all times that this Agreement encumbers the Lots, the Owner shall be or shall retain and maintain in place a non-profit organization acceptable to the City 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, such non-profit organization must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, any Owner that is not a non-profit organization shall deliver to the City a copy of 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 will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant in accordance with the terms of this Agreement, including for certainty Section 2.1, and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development;
- (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 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, or electricity fees (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) a Tenant's exclusive use of one or more Affordable Housing Parking spaces in accordance with and to the maximum amounts set out in the LEMR Parking, Tenant Asset and Income Exceedance Policy; and
- (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.

3.8 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

3.9 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; for clarity, the aforesaid will not lessen the Owner's obligations under this Agreement or be deemed a delegation of the Owner's obligations under this Agreement.

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

- 3.10 The Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
- (a) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (b) the annual income of an Eligible Tenant rises more than 10% above the applicable maximum amount specified in the applicable Part of the definition of Eligible Tenant in this Agreement;
 - (c) the value of the total Assets of an Eligible Tenant rises above the applicable maximum amount specified in the definition of Eligible Tenant in this Agreement;
 - (d) 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;
 - (e) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (f) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part without consent of the Owner given in accordance with this Agreement,

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 sections 3.10(b) and 3.10(c) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant or value of Assets rises above amounts prescribed in definition of 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 3.10(b) of this Agreement, termination shall be effective on the day that is twelve (12) months following the date that the Owner provided the notice of termination to the Tenant. In respect to section 3.10(c) 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.

- 3.11 The Owner will ensure that each Tenancy Agreement identifies all occupants of the applicable Affordable Housing Unit and will include a clause in the Tenancy Agreement stipulating 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.

- 3.12 The Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.
- 3.13 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.
- 3.14 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.

**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 the Affordable Housing Unit 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 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 has been issued by the City and the Affordable Housing Unit has been demolished under that permit.

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lots or any Subdivided parcel of the Lots or part thereof which contain the Affordable Housing Units.
- 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

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect, unless expressly approved by the City in writing in advance.

- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.7(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of 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 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

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

- (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 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 Lots 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 Lots. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lots having been Subdivided, then after the Lots 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.

The City will partially discharge this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the LTO is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge 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 discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, 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 Lots 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 furnish 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.

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 a strata corporation; and
- (b) as owner of any air space parcel containing the Affordable Housing Units at any applicable meetings of the owners of 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.

Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a Development Permit, Building Permit or refusing 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; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner,

except to the extent caused by any negligent act or omission of the City, or each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns.

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 refusing to issue a Development Permit, Building Permit or refusing 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; and/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 Lots in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lots 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 Lots.

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 Lots;
- (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 Lots; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lots.

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor, and the Director, Housing Office

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lots

This Agreement burdens and runs with the Lots 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 Lots.

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lots, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lots, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lots, 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 Lots from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

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

POLYGON TALISTAR HOMES LTD. (Inc. No. BC1167752)

by its authorized signatory(ies):

Per: 
Name: ROBERT BRUNO

Per: 
Name: NEIL CHRYSTAL

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)

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

Schedule A to Affordable Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

CANADA)
)
)
PROVINCE)
OF)
BRITISH)
COLUMBIA)
TO WIT:)
)
)
IN THE MATTER OF Unit Nos. _____ - _____
(collectively, the "Affordable Housing Units") located
at

(street address), British Columbia, and Housing
Agreement dated _____, 20____ (the
"Housing Agreement") between
_____ and
the City of Richmond (the "City")

I, _____ (full
name),
of _____ (address) in the
Province

of British Columbia, DO SOLEMNLY DECLARE that:

- 1. I am the registered owner (the "Owner") of the Affordable Housing Units;
or,
I am a director, officer, or an authorized signatory of the Owner and I have personal
knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of
the Affordable Housing Units for each of the 12 months for the period from January 1,
20____ to December 31, 20____ (the "Period");
3. To the best of my knowledge, continuously throughout the Period:
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)

Second Amended and Restated Affordable Housing Agreement (Section 483 Local Government Act)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. - Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

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. Each of the tenancy agreements entered into between the Owner and the respective occupants of the Affordable Housing Units contains the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

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

 (Signature of Declarant)
 Name:

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

APPENDIX A																				
Building Name:				Building Address:				Property Manager Name:												
Property Management Company:				Property Manager Email:				Property Manager Phone Number:												
Unit and Household Information								Income, Assets and Rent						Fees Collected (Provide details and explanation with the Statutory Declaration)						
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants 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)			Combined Before-tax Income of Occupants 18 years & Over			Income Verification Received (Yes/No)	Rent (\$/Month)	Total Assets*	Parking Fees	Move-In / Move-out Fees	Amenity Usage Fees	Other Tenant Fees
								3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.							
0	101	3BR	4	No	1	1	2026			\$31,049				Yes	\$2,205.00	\$ 18,000	\$ -	\$ -	\$ -	\$ -
				No								Yes								
				No								Yes								
				No								Yes								
1																				
2																				
5																				

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
 8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
 Polygon Talistar Homes Ltd. – Talistar
 Housing Agreement Bylaw No. 10437 and Amendment Bylaw Nos. 10633 and 10743
 Lot 1 Affordable Housing Units

PRIORITY AGREEMENT

NATIONAL BANK OF CANADA (the “**Chargeholder**”) is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

- (i) Mortgage CB1694884,
- (ii) Assignment of Rents CB1694885,
- (iii) Mortgage CB1694886,
- (iv) Assignment of Rents CB1694887,
- (v) Mortgage CB2370775, and
- (vi) Assignment of Rents CB2370776,

registered in the LTO (collectively, the “**Bank Charges**”) against title to the Lands. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the “**Housing Agreement**”).

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

NATIONAL BANK OF CANADA

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units