



**Planning Committee  
Electronic Meeting**

**Council Chambers, City Hall  
6911 No. 3 Road**

**Tuesday, April 4, 2023  
4:00 p.m.**

Pg. #      ITEM

**MINUTES**

**PLN-4**      *Motion to adopt the **minutes** of the meeting of the Planning Committee held on March 21, 2023.*



**NEXT COMMITTEE MEETING DATE**

April 18, 2023, (tentative date) at 4:00 p.m. in the Council Chambers.

**PLANNING AND DEVELOPMENT DIVISION**

- 1. APPLICATION BY AVTAR BHULLAR FOR REZONING AT 12260 WOODHEAD ROAD AND A PORTION OF 12288 WOODHEAD ROAD FROM THE “SINGLE DETACHED (RS1/F)” ZONE A**  
(File Ref. No. RZ 22-009404) (REDMS No. 7153064)

**PLN-8**

**See Page PLN-8 for full report**

*Designated Speakers: Tolu Alabi & Wayne Craig*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10449, for the rezoning of 12260 Woodhead Road and a portion of 12288 Woodhead Road from the “Single Detached (RS1/F)” zone and “Single Detached (RS1/B)” zone to the “Single Detached (RS2/B)” zone, be introduced and given first reading.*



2. **APPLICATION BY AJIT AUJLA AND NEW VILLA HOLDINGS FOR REZONING AT 8491 NO. 4 ROAD FROM “SINGLE DETACHED RS1/E” ZONE TO THE “COACH HOUSE ZS31 – NO. 4 ROAD” ZONE**  
(File Ref. No. RZ 17-777739) (REDMS No. 7060982)

PLN-31

See Page PLN-31 for full report

*Designated Speakers: Laurel Eyton & Wayne Craig*

STAFF RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10455 to create the “Coach House (ZS31) – No. 4 Road” zone, be introduced and given First Reading; and*
- (2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10456 to rezone 8491 No. 4 Road from “Single Detached (RS1/E)” zone to “Coach House (ZS31) – No. 4 Road” zone, be introduced and given First Reading.*



3. **SOCIAL DEVELOPMENT STRATEGY GUIDING PRINCIPLES**  
(File Ref. No. 08-4055-01) (REDMS No. 6963544)

PLN-63

See Page PLN-63 for full report

*Designated Speakers: Claire Adamson and Dorothy Jo*

STAFF RECOMMENDATION

*That the Guiding Principles detailed in the staff report titled “Social Development Strategy Guiding Principles,” dated March 1, 2023, from the Director, Community Social Development, be endorsed and used to inform the strategic directions and actions of the draft Social Development Strategy.*



## Planning Committee Agenda – Tuesday, April 4, 2023

Pg. #      ITEM

4.      **HOUSING AGREEMENT BYLAW NO. 10300 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 8100, 8120 AND 8180 WESTMINSTER HIGHWAY**  
(File Ref. No. 08-4057-05) (REDMS No. 6817350)

PLN-68

See Page PLN-68 for full report

*Designated Speaker: Oren Newson*

### STAFF RECOMMENDATION

*That Housing Agreement (8100, 8120 and 8180 Westminster Highway) Bylaw No. 10300 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit DP 19-878817, be introduced and given first, second and third readings.*

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5.      **MANAGER'S REPORT**

### ADJOURNMENT

☐



## Planning Committee

Date: Tuesday, March 21, 2023

Place: Council Chambers  
Richmond City Hall

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

Also Present: Councillor Michael Wolfe (by teleconference)

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 22, 2023, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

April 4, 2023, (tentative date) at 4:00 p.m. in the Council Chambers.

### PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY 1265028 B.C. LTD. FOR REZONING AT 8180 HEATHER STREET FROM "SINGLE DETACHED (RS1/E)" ZONE TO THE "SINGLE DETACHED (RS2/A)" ZONE**  
(File Ref. No. RZ 17-791280) (REDMS No. 7031674)



**Planning Committee**  
**Tuesday, March 21, 2023**

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Staff reviewed the application and noted that (i) the property will be subdivided into two single-family lots with the western lot accessed from Heather Street and the eastern lot accessed from Dixon Avenue, (ii) there is an existing owner-occupied single-family dwelling on the subject property with no secondary suite, (iii) a minimum one-bedroom secondary suite is proposed for each new dwelling, and (iv) a landscape plan and securities will be provided.

In response to a query from Committee, staff advised that concerns raised by a neighbour regarding the retaining wall has been addressed by the applicant.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10433, for the rezoning of 8180 Heather Street from “Single Detached (RS1/E)” zone to “Single Detached (RS2/A)” zone, be introduced and given first reading.*

**CARRIED**

**2. APPLICATION BY GROOTENDORST'S FLOWERLAND NURSERY LTD. FOR A ZONING TEXT AMENDMENT TO THE “AGRICULTURE (AG1)” ZONE TO PERMIT AN ADDITION TO A SINGLE-FAMILY DWELLING AT 15140 WESTMINSTER HIGHWAY**

(File Ref. No. ZT 23-009334) (REDMS No. 7129346)

Staff reviewed the application and highlighted that the application is to allow an addition to the existing single-family dwelling to accommodate accessibility features.

In response to queries from Committee, staff advised that the zoning text amendment is required in order to allow a Building Permit application to be considered for the addition to the existing dwelling.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10448, for a Zoning Text Amendment to the “Agriculture (AG1)” zone to permit an addition to an existing single-family dwelling at 15140 Westminster Highway for the purposes of accommodating accessibility features, be introduced and given first reading.*

**CARRIED**

3. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 7511 ST. ALBANS ROAD FROM “SINGLE FAMILY DETACHED (RS1/E)” ZONE TO “HIGH DENSITY TOWNHOUSE (RTH1)” ZONE**

(File Ref. No. RZ 18-818548) (REDMS No. 6969884)

Staff reviewed the application and highlighted that (i) the proposal is to permit the development of five three-storey townhouse units, (ii) vehicle access will be through an easement registered on title of the adjacent property to the north at 7433 St Albans Road, (iii) the subject site includes a hammerhead turnaround at the south end of the site to enable vehicles to turn-around on-site, which will improve traffic safety for the existing townhouse development at 7433 St Albans Road and the proposed development (iv) seven trees on site are identified to be removed and five trees on the neighbouring property are to be retained and protected, and (v) the subject development will achieve Step 4 of the Energy Step Code.

In reply to queries from Committee, staff advised that (i) there is an access easement registered on Title of 7433 St. Albans Road to provide vehicle access to the future developments of the subject site, (ii) St. Albans has been identified in the City Centre Area Plan as a key cycling route, (iii) there are many townhouse complexes in the City with more than 12 units sharing one driveway, (iv) disclosure of access agreements registered on Title is the responsibility of conveyancing professionals such as notaries or lawyers when transferring properties, and (v) to retain Tree # 685 at the south east corner of the site one unit would need to be removed from the front, however that tree is not recommended for retention as it has been determined to be of poor quality as deemed by the project arborist and City arborist.

It was moved and seconded

***That Richmond Zoning Bylaw 8500, Amendment Bylaw 10446, for the rezoning of 7511 St. Albans Road from “Single Family Detached (RS1/E)” zone to “High Density Townhouse (RTH1)” zone, be introduced and given first reading.***

**CARRIED**

Opposed: Cllr. Day

4. **MANAGER’S REPORT**

***Local Government Development Approval Process Review***

Staff advised that the Province is continuing to advance their work on the local government development approval process review and City staff will be attending an upcoming session on development finance tools which may include potential additions to new categories in which Development Cost Charges may be charged.

**Planning Committee**  
**Tuesday, March 21, 2023**

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**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (4:33 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, March 21, 2023.

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Councillor Bill McNulty  
Chair

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Sarah Goddard  
Legislative Services Associate



# City of Richmond

## Report to Committee

**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

**Date:** March 22, 2023  
**File:** RZ 22-009404

**Re:** **Application by Avtar Bhullar for Rezoning at 12260 Woodhead Road and a portion of 12288 Woodhead Road from the “Single Detached (RS1/F)” Zone and the “Single Detached (RS1/B)” Zone to the “Single Detached (RS2/B)” Zone**

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10449, for the rezoning of 12260 Woodhead Road and a portion of 12288 Woodhead Road from the “Single Detached (RS1/F)” zone and “Single Detached (RS1/B)” zone to the “Single Detached (RS2/B)” zone, be introduced and given first reading.

Wayne Craig  
Director, Development  
(604-247-4625)

WC:ta  
Att. 7

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Affordable Housing	<input checked="" type="checkbox"/>	

## Staff Report

### Origin

Avtar Bhullar, on behalf of Trine Developments Ltd. (Salindran Kaur Bhullar, Arjan Singh Bhullar, Pardeep Singh Bhullar and Sandeep Kaur Kang), Thi H. Nguyen and Hung T. Lu has applied to the City of Richmond for permission to rezone 12260 Woodhead Road and a 0.64 m wide (approximately 24.66 m<sup>2</sup> in area) portion of 12288 Woodhead Road from the “Single Detached (RS1/F)” zone and the “Single Detached (RS1/B)” zone respectively, to the “Single Detached (RS2/B)” zone to permit a subdivision to create three lots with vehicle access from Woodhead Road. A location map and aerial photo are provided in Attachment 1. A survey of the property identifying the proposed subdivision is provided in Attachment 2.

### Findings of Fact

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

### Existing Site Condition and Context

The subject site is located on the south side of Woodhead Road, between No. 5 Road and McNeely Drive. Vehicle access to the subject site is currently via Woodhead Road.

#### Subject Site Existing Housing Profile

The subject site consists of a single-detached dwelling on 12260 Woodhead Road that is currently tenanted. The applicant has also indicated that there is an unauthorized two-bedroom secondary suite (approx. 92.9 m<sup>2</sup>) in the dwelling which is also currently tenanted. The existing dwelling at 12260 Woodhead Road is proposed to be removed.

The 0.64 m wide strip of land (24.66 m<sup>2</sup>) at 12288 Woodhead Road is currently vacant. The single-detached dwelling on the remaining portion of 12288 Woodhead Road is owner occupied, and no changes are proposed to the dwelling.

### Surrounding Development

Existing development immediately surrounding the subject site is as follows:

To the North: Across Woodhead Road is King George/Cambie Community Park.

To the South: Single-detached dwellings on lots zoned "Single Detached (RS1/B)" fronting Cameron Drive.

To the East: Single-detached dwellings on lots zoned "Single Detached (RS1/B)" fronting Woodhead Road. The lots were rezoned and subdivided in 2005 (RZ 05-298266/SD 05-298267).

To the West: A single-detached dwelling constructed in the early 2000's zoned "Single Detached (RS1/F)".

### **Related Policies & Studies**

#### Official Community Plan/ East Cambie Area Plan

The subject site is designated as "Neighbourhood Residential" in the 2041 Official Community Plan (OCP) and is located in the East Cambie Planning Area. The East Cambie Area Plan's Land Use Map designation for the subject site is "Residential (Single-Family Only)" (Attachment 4). The proposed rezoning and subdivision is consistent with these designations.

#### Single-Family Lot Size Policy 5472/ Richmond Zoning Bylaw 8500

The subject site is located in the area governed by the Single-Family Lot Size Policy No. 5472, adopted by City Council in 2003 (Attachment 5). The Policy permits properties along Woodhead Road to be rezoned and subdivided in accordance with the provisions of the "Single Detached (RS2/B)" zone. The proposed rezoning and subdivision are consistent with this Policy. The proposed lots will be 12.0 m (39.37 ft.) wide and approximately 482.80 m<sup>2</sup> (5,196.82 ft<sup>2</sup>) in area which complies with the requirements of the Single-Family Lot Size Policy No. 5472 and the "Single Detached (RS2/B)" zone.

#### Aircraft Noise Sensitive Development Policy

The subject property is located within the Aircraft Noise Sensitive Development (ANSD) Policy Area 3. All new aircraft sensitive noise uses may be considered in this area, in accordance with the ANSD policies contained in the OCP. Registration of an aircraft noise sensitive use covenant on Title is required prior to final adoption of the rezoning bylaw to acknowledge that the subject lands are located within an aircraft noise sensitive area and that appropriate building design measures are incorporated to mitigate against aircraft noise.

#### Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

### **Public Consultation**

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act* and the City's *Zoning Bylaw 8500*.

### **Analysis**

This redevelopment proposes to rezone and subdivide an existing single-family lot at 12260 Woodhead Road and a portion of 12288 Woodhead Road (approximately 24.66 m<sup>2</sup> in area) to create three new single family lots with vehicle access from Woodhead Road. This redevelopment proposal is consistent with the established pattern of redevelopment in the neighbourhood and Lot Size Policy 5472.

#### **Existing Legal Encumbrances**

There is an existing restrictive covenant (Registration No. BX461524) which was registered on Title for 12288 Woodhead Road in 2005 at the time of the rezoning of that property (RZ 05-298266). The covenant identifies the 0.64 m strip of land (an area of approximately 24.66 m<sup>2</sup>) to be a “no build area” until the area is transferred at a fair market value upon the future subdivision of 12260 Woodhead Road. The applicant has provided staff with a signed Contract of Purchase and Sale indicating an agreement by Trine Developments Ltd. to purchase the “no build area” from the owners of 12288 Woodhead Road. The covenant must be discharged from Title at subdivision stage.

The single-detached dwelling currently constructed at 12288 Woodhead Road, at its time of construction, was reviewed for compliance with its “Single Detached (RS1/B)” zoning designation with the recognition that the “no build area” could be transferred in the future. The proposed rezoning of the 0.64 m wide west-side strip of land at 12288 Woodhead Road will not impact the zoning compliance of the dwelling located at 12288 Woodhead Road (e.g. building setbacks and maximum floor area).

There is also an existing aircraft noise covenant on the Title of 12288 Woodhead Road (BX461525). As a condition of rezoning bylaw adoption, an aircraft noise sensitive use covenant will be registered on 12260 Woodhead Road. At the subdivision stage, the existing covenant applicable to the 0.64 m strip of land on the west side of the 12288 Woodhead Road (BX461525) is to be discharged, and the new aircraft noise sensitive use covenant for the future Lot 3 would be modified, as required, at the time of consolidation with the 0.64 m wide strip of land.

#### **Transportation and Site Access**

Vehicle access to the proposed lots is from Woodhead Road via separate driveways. A new sidewalk and landscaped boulevard is to be installed along the Woodhead Road frontage of the site as part of a Servicing Agreement outlined in the Site Servicing and Frontage Improvements section.

### Affordable Housing Strategy

The City's Affordable Housing Strategy for single-family rezoning applications requires a secondary suite on 100 per cent of new lots created through single-family rezoning and subdivision applications; a secondary suite on 50 per cent of new lots created and a cash-in-lieu contribution to the City's Affordable Housing Reserve Fund of the total buildable area of the remaining lots; or a cash-in-lieu contribution of the total buildable area of all lots where a secondary suite cannot be accommodated in the development.

Consistent with the City's Affordable Housing Strategy, the applicant has proposed to provide a one-bedroom secondary suite of a minimum size of 42.79 m<sup>2</sup> (460 ft<sup>2</sup>) in each of the new dwellings, for a total of three secondary suites. Prior to final adoption of the rezoning bylaw, the applicant is required to register a legal agreement on Title stating that no final Building Permit inspection will be granted until the minimum one-bedroom (min. 42.79 m<sup>2</sup>) secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses seven bylaw-sized trees on the subject property and one tree on a neighbouring property at 12591 Cameron Drive. There is a perimeter hedge by the south lot line of the site that is proposed to be retained and there are no street trees on any City property in proximity to the site.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and supports the Arborist's findings, with the following recommendations:

- Six trees (tag# 5892, 5893, 5894, 5895, 5897 and 5898) located on site are in good condition and are to be retained and protected. The protection zones for three trees (tag# 5893, 5894, and 5897) encroach into the building envelopes of the future single family buildings. In order to allow retention of these trees, enhanced front and side yard building setbacks will be required. A legal agreement will be registered on Title as a condition of rezoning to ensure upon Building Permit issuance that no portion of any structure proposed on any of the lots encroaches into the Tree Protection Zones as identified in the Tree Management Plan (Attachment 6). Tree protection is to be provided in accordance with the City of Richmond's Tree Protection Information Bulletin Tree 03.
- One tree (tag# OS1) located on an adjacent neighbouring property (12591 Cameron Drive) is to be retained and protected. Tree protection is to be provided in accordance with the City of Richmond's Tree Protection Information Bulletin Tree-03.
- One tree (tag# 5896) is to be relocated to the rear yard of Lot 2 with Arborist supervision. A Tree Survival Security of \$10,000.00 will be required and timing of tree relocation will be based on consultation and letter of undertaking with Arborist and tree moving company. Irrigation will also be required to be installed after the tree is removed.
- A non-bylaw sized hedge is proposed to be retained in the rear yard. The retention of the hedge will be further reviewed as part of the Servicing Agreement for site servicing.



### *Tree Relocation and Planting*

The applicant has agreed to relocate one on-site tree (tag # 5896) to the rear yard of Lot 2, and provide two additional new trees in the rear yards of Lot 1 and Lot 3. The proposed additional trees are to be of the following minimum sizes.

No. of Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
2	8.0 cm		4.0 m

To ensure that the two new trees are planted and maintained on each new lot, the applicant is required to submit a Landscaping Security in the amount of \$1,500.00 (\$750/tree) prior to the final adoption of the rezoning bylaw. Securities will be held until a landscaping inspection has been passed by City staff after construction and landscaping has been completed. The City may retain a portion of the security for a one-year maintenance period to ensure that the landscaping survives. To accompany the landscaping security, a legal agreement that sets the terms for release of the security must be entered into between the applicant and the City.

### *Tree Protection*

Six on-site trees (tag# 5892, 5893, 5894, 5895, 5897 and 5898) and one tree (tag# OS1) on a neighbouring property are to be retained and protected. Protection of Tree tag# 5896 will also be required until relocation to the rear yard occurs. The applicant has submitted a tree management plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 6). The protection zones for three trees (tag# 5893, 5894, and 5897) encroach into the building envelopes of the future single family buildings. Additional building setbacks and modification will be required to accommodate the retention of the trees. A non-bylaw perimeter hedge at the south of the site is also proposed to be retained. To ensure that the trees identified for retention are protected, at development stage, the applicant is required to complete the following items:

- A legal agreement will be registered on Title as a condition of rezoning to ensure upon Building Permit issuance that no portion of any structure proposed on any of the lots encroaches into the Tree Protection Zones as identified in the Tree Management Plan (Attachment 6). Final plans to be provided prior to rezoning adoption to the satisfaction of the Director, Development.
- Prior to final adoption of the rezoning bylaw, submission of a Tree Survival Security to the City in the amount of \$55,000.00 for the six (6) trees (tag# 5892, 5893, 5894, 5895, 5897 and 5898) to be retained and one (1) tree (tag# 5896) to be relocated. To accompany the tree survival security, a legal agreement that sets the terms for release of the security must be entered into between the Applicant and the City.
- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones.

The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.

- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

#### Site Servicing and Frontage Improvements

At subdivision stage, the applicant is required to complete the following:

- Pay Development Cost Charges (City and GVS & DD and TransLink), School Site Acquisition Charge, Address Assignment Fees, and the current year's taxes.
- Discharge the existing covenant on the Title of 12288 Woodhead Road (i.e. BX461524); which restricts building on the 0.64 m strip of land on the west side of the property.
- Discharge the existing noise covenant on the Title of 12288 Woodhead Road (i.e. BX461525) for the 0.64 m strip of land on the west side of the property only, and modify the new aircraft noise sensitive use covenant for the future Lot 3, as may be required.
- Enter into a Servicing Agreement for the design and construction of the required site servicing works (water, storm, and sanitary service connections for the proposed lots) as well as for the frontage improvements. Complete details on the scope of work required as part of the Servicing Agreement are included in the Rezoning Considerations (Attachment 7).

#### **Financial Impact**

This rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

#### **Conclusion**

This application is to rezone 12260 Woodhead Road and a portion of 12288 Woodhead Road from the "Single Detached (RS1/F) and Single Detached (RS1/B)" zone respectively, to the "Single Detached (RS2/B)" zone to permit a subdivision to create three lots.

This rezoning application complies with the land use designations and applicable policies for the subject site that are contained within the OCP, East Cambie Area Plan and the Single-Family Lot Size Policy 5472.

The list of rezoning considerations is included in Attachment 7, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10449 be introduced and given first reading.



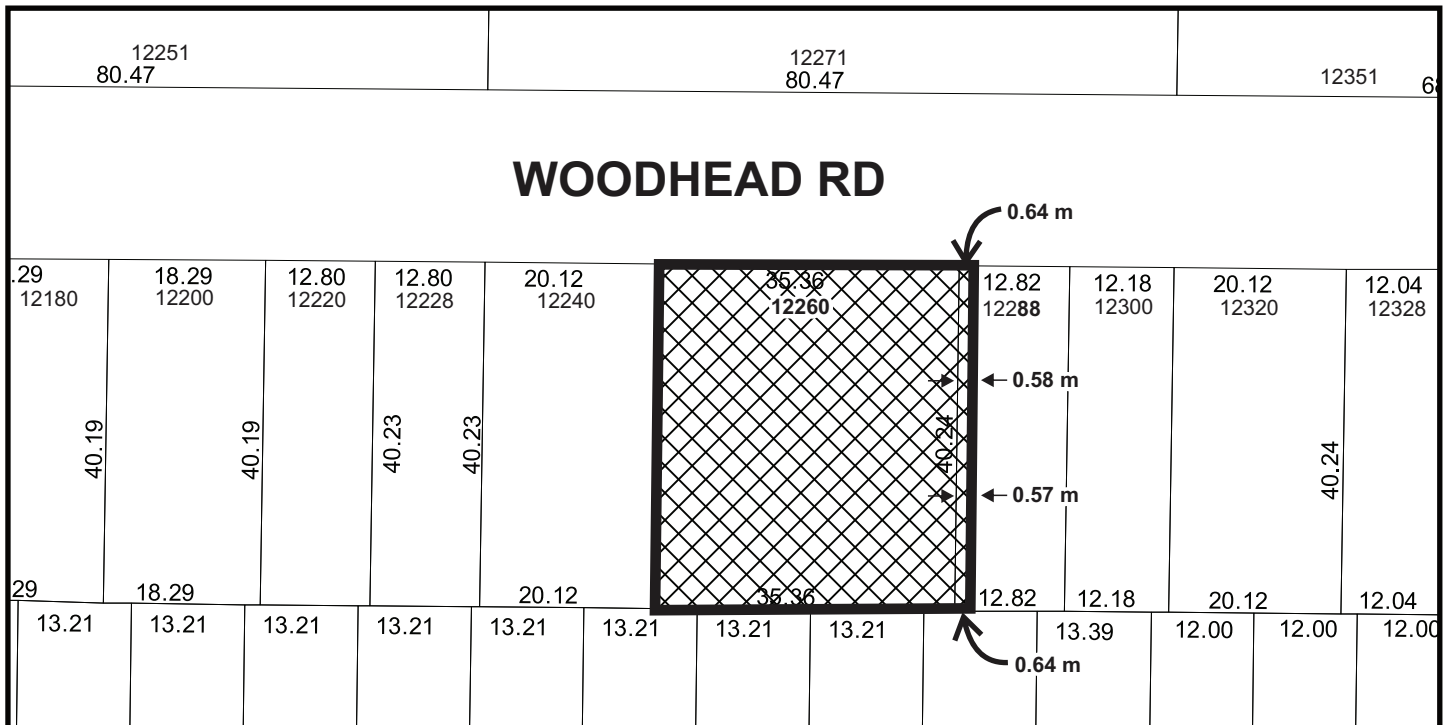
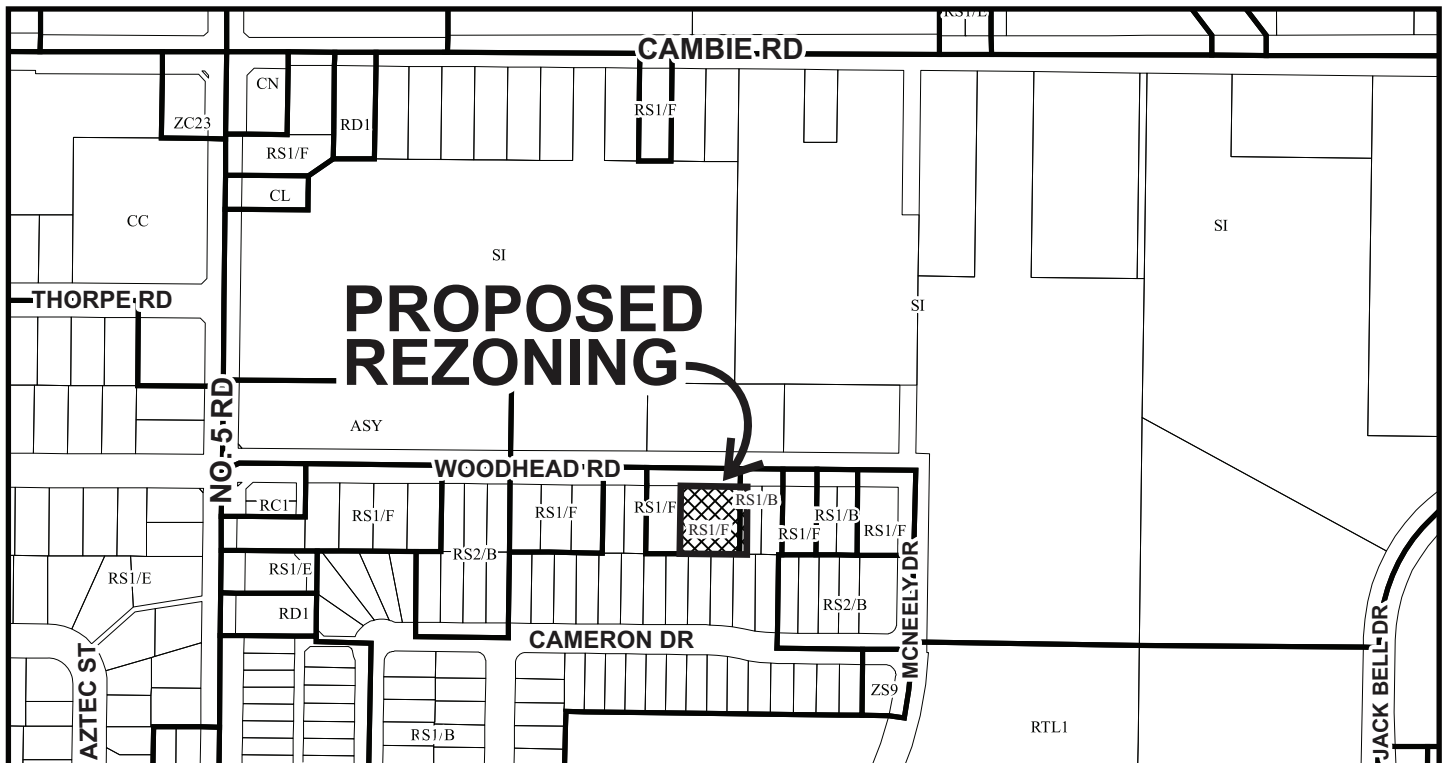
Tolu Alabi  
Planner 1  
(604-276-4092)

TA:js

- Att.    1: Location and Aerial Maps  
         2: Survey and Subdivision Plan  
         3: Development Application Data Sheet  
         4: East Cambie Area Plan  
         5: Lot Size Policy 5472  
         6: Tree Protection Plan  
         7: Rezoning Considerations



# City of Richmond



## RZ 22-009404

PLN - 16

Original Date: 03/31/22

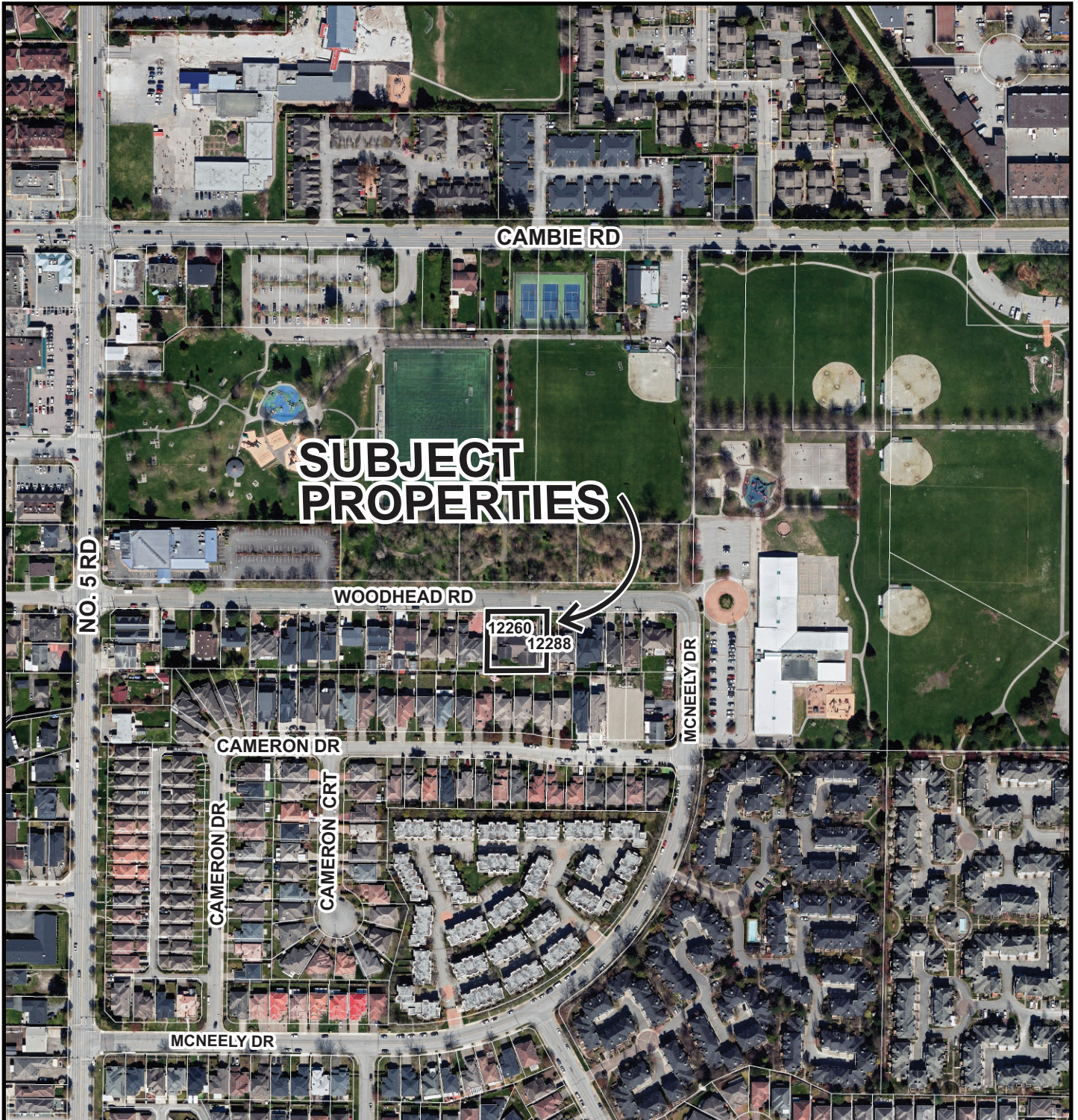
Revision Date: 03/02/23

Note: Dimensions are in METRES





# City of Richmond



## RZ 22-009404

PLN - 17

Original Date: 03/31/22

Revision Date: 07/11/22

Note: Dimensions are in METRES



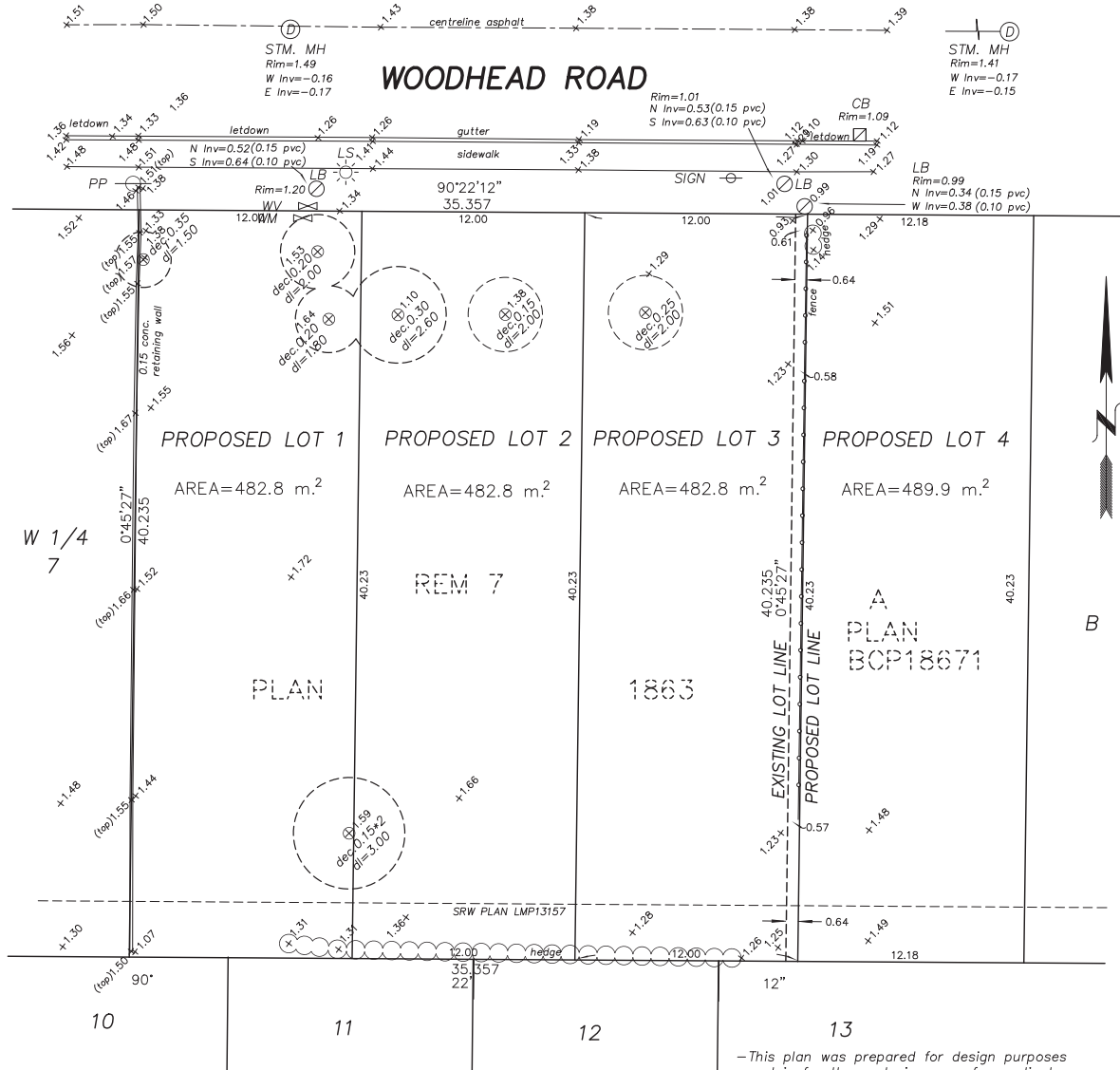
**BRITISH COLUMBIA LAND SURVEYOR'S CERTIFICATE SHOWING EXISTING ELEVATIONS AND TREES ON EAST THREE-QUARTERS LOT 7 EXCEPT: EAST 82 FEET & PART OF LOT A PLAN BCP18671 BOTH OF SECTION 31 BLOCK 5 NORTH RANGE 5 WEST NEW WESTMINSTER DISTRICT PLAN 1863**

Current Civic Address:  
12260/12288—Woodhead Road  
Richmond, B.C.  
PID: 012-400-246

—property dimensions are derived  
from Land Title Office records  
and are subject to change upon  
field survey

SCALE : 1:250

(All distances are in metres)



**GENERAL NOTES:**

- All dimensions are in metres.
- This plan is NOT to be used for location of property lines.
- Elevations are based on City of Richmond Geodetic datum, monument 94H1624 HPN#190 elev.= 2.339m (CVD28GVRD 2018).
- On the subject lot, only trees with a diameter of at least 0.20m are shown
- This plan does not show non-plan charges, liens or interests.

**LEGEND**

LB	⊙	...denotes lawn basin
LS	☼	...denotes lamp standard
CB	⊠	...denotes catch basin
conc.		...denotes concrete
conif.		...denotes coniferous tree
dec.		...denotes deciduous tree
STM. MH	⊕	...denotes storm manhole
PP	⊖	...denotes power pole
SIGN	⊗	...denotes sign
WM	⊠	...denotes water meter
WV	⊠	...denotes water valve
⊗		...denotes tree
×		...denotes spot elevation

—This plan was prepared for design purposes and is for the exclusive use of our client. DHALIWAL AND ASSOCIATES LAND SURVEYING Inc. and the signatory accept no responsibility for and hereby disclaim all obligations and liabilities for damages caused by the direct or indirect use or reliance upon the Plan beyond its intended use.

REVISED:  
14th DAY OF MARCH 2023  
REVISED:(proposed property lines)  
14th DAY OF FEBRUARY 2023  
REVISED:  
18th DAY OF JANUARY 2022.  
REVISED:PROPOSED LOTS  
10th DAY OF DECEMBER 2021.  
DATE OF SURVEY:  
03rd DAY OF SEPTEMBER 2021.

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DHALIWAL AND ASSOCIATES  
LAND SURVEYING INC.  
#216 12899-76th Avenue  
Surrey, B.C. V3W 1E6  
phone: (604) 501-6188  
email: info@dhaliwalssurvey.com  
File: 2108134-T05  
Drawn by: GK

THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED

MARK J.R. DAILEY B.C.L.S. 867



**Development Application Data Sheet**  
Development Applications Department

**RZ 22-009404**

Address: 12260 and 12288 Woodhead Road

Applicant: Avtar Bhullar

Planning Area(s): East Cambie

	Existing	Proposed
<b>Owner</b>	Trine Developments Ltd, Thi H. Nguyen and Hung T. Lu	To be determined
<b>Site Size</b>	12260 Woodhead Road – 1422.54 m <sup>2</sup> 12288 Woodhead Road – 26.1 m <sup>2</sup>	Lot 1 – 482.80 m <sup>2</sup> Lot 2 – 482.80 m <sup>2</sup> Lot 3 – 482.80 m <sup>2</sup>
<b>Land Uses</b>	One (1) Single-detached dwelling	Three (3) Single-detached dwellings
<b>OCP Designation</b>	Neighbourhood Residential (NRES)	No change
<b>Area Plan Designation</b>	Residential (Single-Family Only)	No change
<b>702 Policy Designation</b>	Single-Family Housing District Subdivision Area B (RS2/B)	No change
<b>Zoning</b>	Single Detached (RS1/F) Single Detached (RS1/B)	Single Detached (RS2/B)
<b>Other Designation</b>	Aircraft Noise Sensitive Development Policy – Moderate Aircraft Noise Area (Area 3)	No change

On Future Subdivided Lots		Bylaw Requirement	Proposed	Variance
Floor Area Ratio (FAR)		Max. 0.55 to a max lot area of 464.5 m <sup>2</sup> with an FAR of 0.30 to the balance of the lot area in excess of 464.5 m <sup>2</sup>	Max. 0.55 to a max lot area of 464.5 m <sup>2</sup> with an FAR of 0.30 to the balance of the lot area in excess of 464.5 m <sup>2</sup>	None Permitted
Buildable Floor Area*		Max. 260.96 m <sup>2</sup> (2,808.95 ft <sup>2</sup> )	Max. 260.96 m <sup>2</sup> (2,808.95 ft <sup>2</sup> )	None Permitted
Lot Coverage (% of lot area)	Building	Max. 45%	Max. 45%	None
	Non-porous Surfaces	Max. 70%	Max. 70%	
	Live landscaping	Max. 25%	Max. 25%	
Lot Area (per lot)		Min. 360.0 m <sup>2</sup>	482.40 m <sup>2</sup>	None
Lot Dimensions	Width	Min. 12.0 m	12.0 m	None
	Depth	Min. 24.0 m	40.23 m	
Setbacks	Front	Min. 6.0 m	Min. 6.0 m	None
	Side	Min. 1.2 m	Min. 1.2 m	

On Future Subdivided Lots		Bylaw Requirement	Proposed	Variance
	Rear	Minimum, - greater of 6.0 m, or - 20% of the total lot depth, for up to 60% of the rear wall of the first storey; and - 25% of the lot depth for the remaining 40% of the first storey rear wall and any second storey or half storey above; up to a maximum setback of 10.7 m	Minimum, - 8.05 m, for up to 60% of the first storey rear wall; and - 10.06 m for the remaining 40% of the first storey rear wall and any second storey or half storey above; up to a maximum setback of 10.7 m	
Height		2 ½ storeys at Max. 9.0 m	2 ½ storeys at Max. 9.0 m	None
Parking Spaces (per lot)	Principal dwelling	2 spaces	2 spaces	None
	Secondary suite	1 space	1 space	

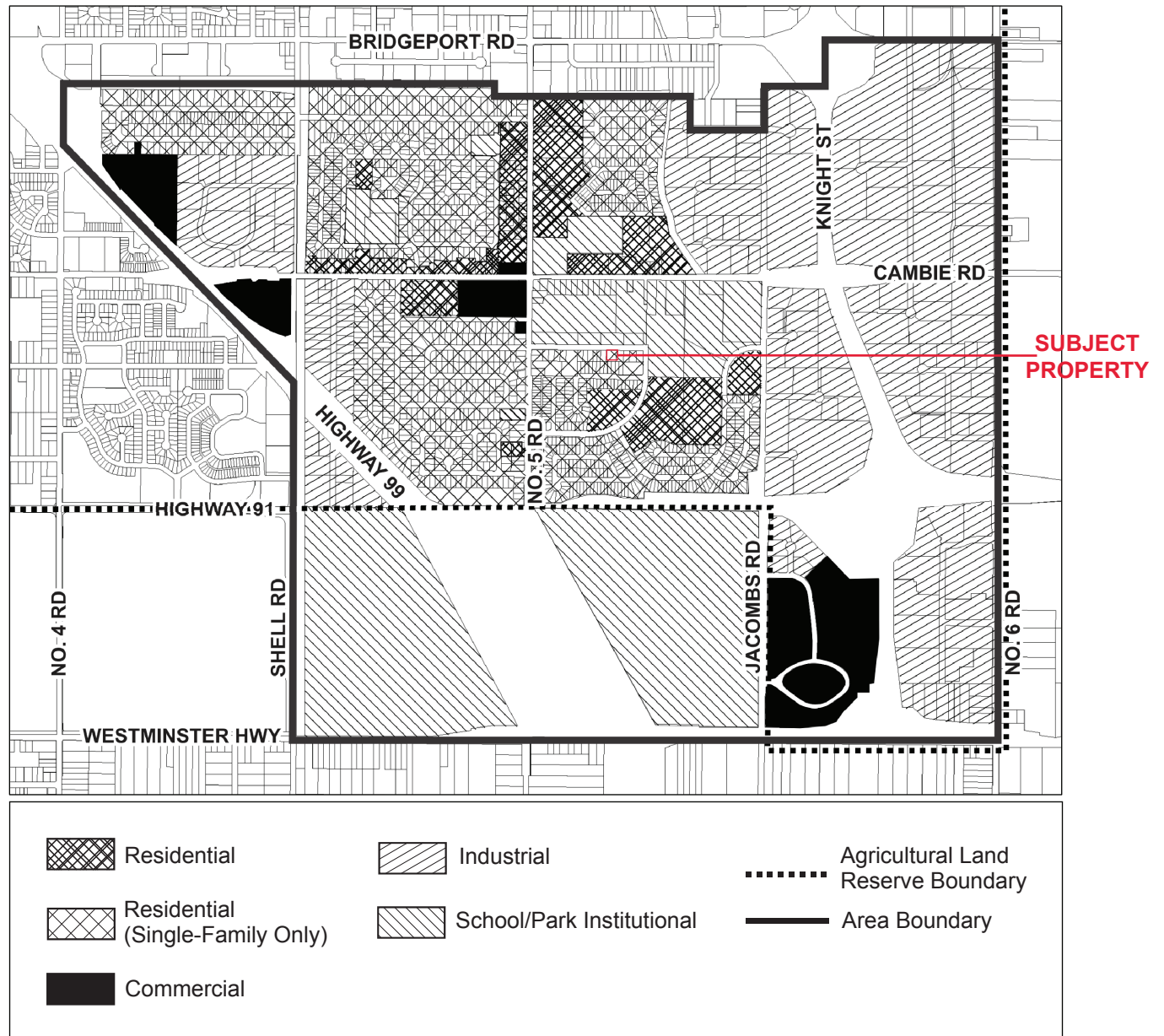
\* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.



City of Richmond

# Land Use Map

Bylaw 8948  
2016/10/24



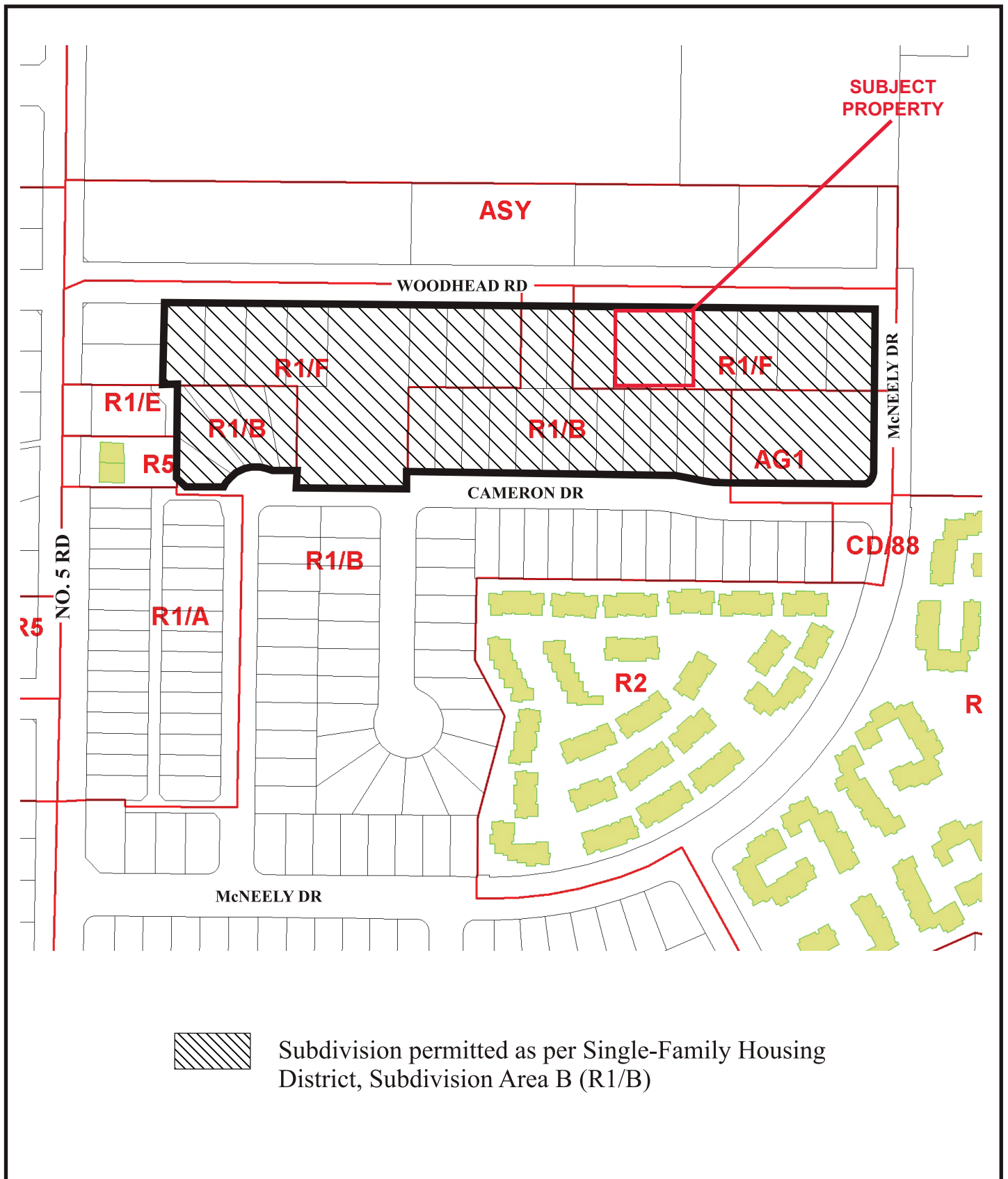


### **POLICY 5472:**

The following policy establishes lot sizes in the area generally bounded by **No. 5 Road, Woodhead Road, McNeely Drive and Cameron Drive** (Section 31-5-5):

That properties generally located east of No. 5 Road along Woodhead Road, McNeely Drive and Cameron Drive, in a portion of Section 31-5-5, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area B (R1/B) in Zoning and Development Bylaw 5300.

This policy, as shown on the accompanying plan, is to be used to determine the disposition of future rezoning applications in this area, for a period of not less than five years, unless changed by the amending procedures contained in the Zoning and Development Bylaw.

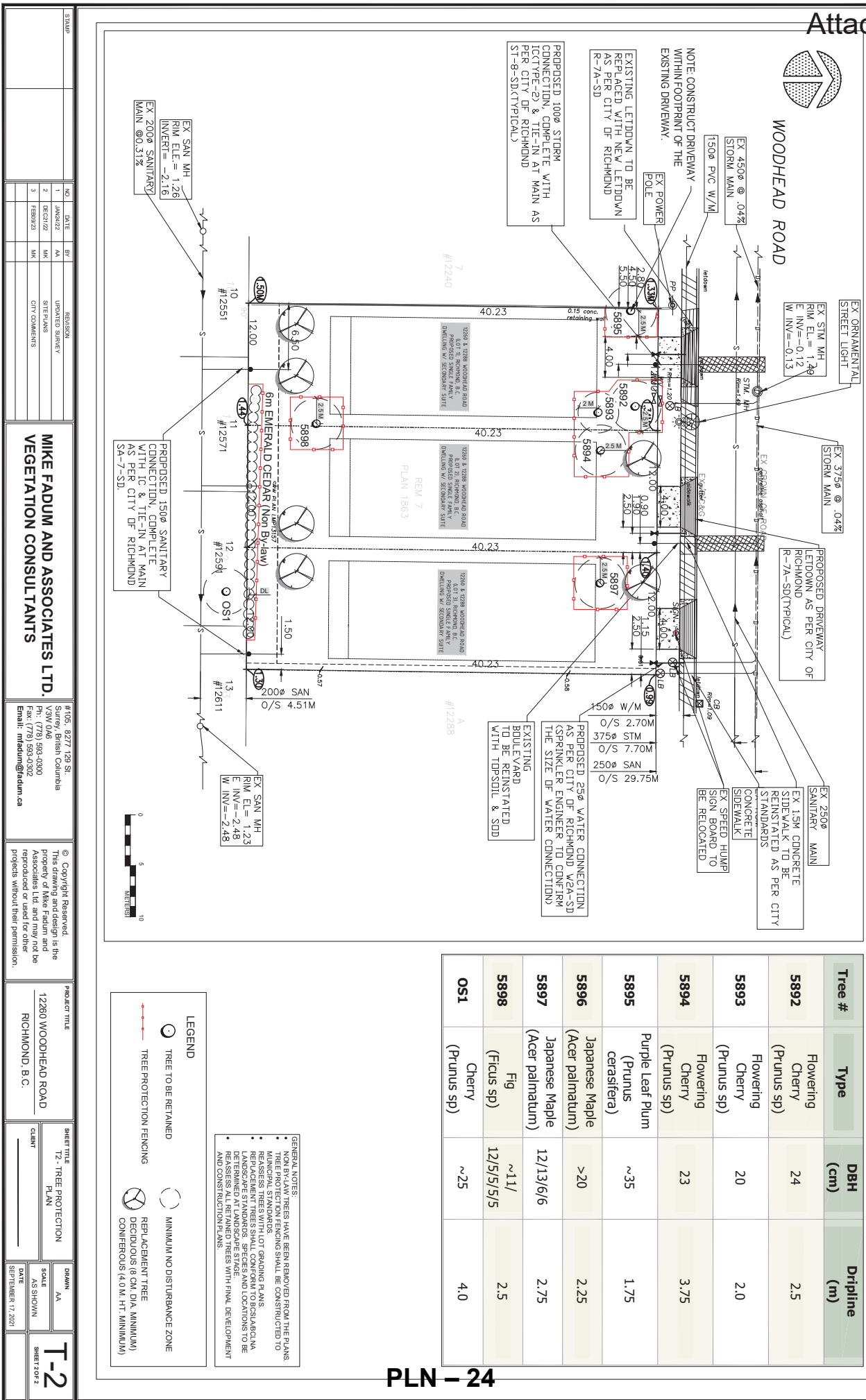


# Policy 5472 Section 31, 5-5 PLN - 23

Adopted Date: 12/15/03

Amended Date:

Note: Dimensions are in METRES





**Address:** 12260 and 12288 Woodhead Road

**File No.:** RZ 22-009404

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10449, the applicant is required to complete the following:**

1. Submission of a Landscape Security in the amount of \$1,500.00 (\$750/tree) to ensure that a total of two (2) new trees are planted and maintained in the rear yard of Lot 1 and Lot 3 with the following minimum sizes;

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	or	Minimum Height of Coniferous Replacement Tree
2	8.0 cm		4.0 m

The City will release 90% of the security after construction and landscaping on the future lots is completed, and a landscaping inspection is approved. The remaining 10% of the security will be released one (1) year later, subject to inspection, to ensure the replacement trees have survive. To accompany the landscaping security, a legal agreement that sets the terms for release of the security must be entered into between the Applicant and the City.

2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained (tag# 5892, 5893, 5894, 5895, 5897, 5898 and OS1, including a non-bylaw perimeter hedge at the south of the site). The Contract should include the scope of work to be undertaken, including: relocation of tree tag# 5896 to the rear yard of Lot 2 is to be done with Arborist supervision, the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
3. Submission of a Tree Survival Security to the City in the amount of \$55,000.00 [\$45,000.00 for the six (6) trees (tag# 5892, 5893, 5894, 5895, 5897 and 5898) to be retained and \$10,000.00 for one (1) tree (tag# 5896) to be relocated to the rear of proposed Lot 2]. To accompany the tree survival security, a legal agreement that sets the terms for release of the security must be entered into between the Applicant and the City.
4. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
5. Registration of an aircraft noise sensitive use covenant on title.
6. Registration of a flood indemnity covenant on title (2.9 m GSC – Area A).
7. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a minimum one-bedroom secondary suite is constructed on all (Lot 1, Lot 2 and Lot 3) of the three future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. Each of the proposed one-bedroom secondary suites must have a minimum size of 42.79 m<sup>2</sup> (455 ft<sup>2</sup>).
8. Registration of a legal agreement on Title to ensure that upon Building Permit issuance that no portion of any structure proposed on any of the proposed lots encroaches into the Tree Protection Zones as identified in the Tree Management Plan, or as otherwise permitted by the Director, Building Approvals.
9. Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

**Prior to Demolition Permit\* Issuance, the applicant must complete the following requirements:**

1. Installation of tree protection fencing around all trees to be retained (i.e. trees tag# 5892, 5893, 5894, 5895, 5897, 5898 and OS1, as well as a non-bylaw perimeter hedge at the south of the site). Tree protection fencing must be installed to City standard in accordance with the Arborist's Report recommendations and the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and must remain in place until construction and landscaping on-site is completed.



**At Subdivision\* stage, the applicant must complete the following requirements:**

1. Discharge the existing covenant on the Title of 12288 Woodhead Road (i.e. BX461524); which restricts building on the 0.64 m strip of land on the west side of the property.
2. Discharge the existing noise covenant on the Title of 12288 Woodhead Road (i.e. BX461525) for the 0.64 m strip of land on the west side of the property only and modification of the aircraft noise sensitive use covenant identified in item #5 above, as may be required.
3. Pay Development Cost Charges (City and GVS & DD and TransLink), School Site Acquisition Charge, Address Assignment Fees, and the current year's taxes;
4. Enter into a Servicing Agreement (SA)\* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to,

**I. Frontage Improvements**

- a) Sidewalk/boulevard:
  - (1) Concrete sidewalk (1.5 m wide) next to the existing south curb of the site fronting section of Woodhead Road.
  - (2) Landscaped boulevard with street trees over the remaining space between the sidewalk and the subject site's north property line.
- b) Driveway closures/backfills/re-construction:
  - (1) All existing driveways at the subject site's Woodhead Road frontage are to be closed permanently. The Applicant is responsible for the removal of all existing driveway let-downs and the replacement with barrier curb/gutter, boulevard with street trees and concrete sidewalk per standards described under Item I (a) above.
  - (2) New driveways for the three subdivided lots are to be built per comments noted below:
    - Lot 1: Driveway is to be placed 1.65 m from the west common property line with the immediate west neighbouring site.
    - Lots 2 and 3: The two driveways are to be paired (i.e. located by the common property line) with each driveway placed 1.65 m from the same common property line between the two subdivided lots. (For tree retention reasons, the Lot 3 driveway may need to be relocated to the east. As such, the driveway pairing requirement can be waived).
    - Note that the 1.65 m separation is measured from the back of the driveway let-down along the site road fronting property line. Refer to Bylaw 7222 for details.
- c) Parks/Tree Bylaw requirements:

Consult Parks/Tree Bylaw on the requirements for tree protection/placement including tree species and spacing as part of the frontage works.
- d) Engineering requirements:

Consult Engineering on lighting and other utility requirements as part of the frontage works.

**II. Water Works**

- a) Using the OCP Model, there is 191 L/s of water available at a 20 psi residual at the Woodhead Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- b) At Applicant's cost, the Applicant is required to:
  - (1) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
  - (2) Cut and cap all existing water service connections and remove all existing water meters.
  - (3) Install a new 25 mm diameter water service connection, complete with water meter and water meter box to service proposed lot #1 as per City specifications to service the site.
  - (4) Install a new 25 mm diameter water service connection, complete with water meter and water meter box to service proposed lot #2 as per City specifications to service the site.
  - (5) Install a new 25 mm diameter water service connection, complete with water meter and water meter box to service proposed lot #3 as per City specifications to service the site.

- (6) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process.

c) At Applicant's cost, the City will:

- (1) Complete all tie-ins for the proposed works to existing City infrastructure.

### **III. Storm Sewer Works**

a) At Applicant's cost, the Applicant is required to:

- (1) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
- (2) Cut and cap all existing storm sewer service connections and inspection chambers servicing the proposed site.
- (3) Install a new dual storm sewer service connection at the shared PL of Lot #1 and lot #2 to service Lots #1 and #2, complete with inspection chamber. Ensure the ICs are not installed in the driveway.
- (4) Install a new storm sewer service connection to service Lot #3, complete with inspection chamber and a service lead. Ensure the ICs are not installed in the driveway.

b) At Applicant's cost, the City will:

- (1) Complete all tie-ins for the proposed works to existing City infrastructure.

### **IV. Sanitary Sewer Works**

a) At Applicant's cost, the Applicant is required to:

- (1) Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
- (2) Install a new sanitary sewer service connection to service Lot #1, complete with inspection chamber and a service lead.
- (3) Inspect the existing sanitary service connection near the south property line of the site. If in good condition, re-use the service connection, complete with inspection chamber and service lead for proposed Lot #2, as per standard City drawings.
- (4) Install a new sanitary sewer service connection to service Lot #3, complete with inspection chamber and a service lead.

b) At Applicant's cost, the City will:

- (1) Complete all tie-ins for the proposed works to existing City infrastructure.

### **V. General Items**

a) At Applicant's cost, the Applicant is required to:

- (1) Complete other frontage improvements as per Transportation requirements.
- (2) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
- (3) Coordinate with BC Hydro, Telus and other private communication service providers:
  - To pre-duct for future hydro, telephone and cable utilities along all road frontages.
  - Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - To underground overhead service lines.

### **Prior to Building Permit Issuance, the applicant must complete the following requirements:**

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and

proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.

2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

(Signed concurrence on file)

Signed \_\_\_\_\_

Date \_\_\_\_\_





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10449 (RZ 22-009404)  
12260 Woodhead Road and a portion of 12288 Woodhead Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **“SINGLE DETACHED (RS2/B)”**.

That area shown cross-hatched on “Schedule A attached to and forming part of Bylaw No. 10449”

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10449”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF RICHMOND
APPROVED by T.A.
APPROVED by Director or Solicitor 

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER





# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** March 21, 2023

**From:** Wayne Craig  
Director, Development

**File:** RZ 17-777739

**Re:** Application by Ajit Aujla and New Villa Holdings for Rezoning at 8491 No. 4 Road from "Single Detached RS1/E" Zone to the "Coach House ZS31 – No. 4 Road" Zone

### Staff Recommendation

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10455 to create the "Coach House (ZS31) – No. 4 Road" zone, be introduced and given First Reading; and
2. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10456 to rezone 8491 No. 4 Road from "Single Detached (RS1/E)" zone to "Coach House (ZS31) – No. 4 Road" zone, be introduced and given First Reading.

Wayne Craig  
Director, Development  
(604-247-4625)

WC:le  
Att. 9

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing Law	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	 _____

## Staff Report

### Origin

Ajit Aujla and New Villa Holdings (Director: Raj Dhaliwal) have applied to the City of Richmond for permission to rezone the property at 8491 No. 4 Road from the “Single Detached (RS1/E)” zone to a new site-specific zone, “Coach House (ZS31) – No. 4 Road”. A map and aerial photograph showing the location of the subject site is included in Attachment 1. The proposed rezoning would permit the property to be subdivided to create two lots (Attachment 2), each with a principal dwelling and an accessory coach house above a detached garage, with vehicle access from the existing rear lane (Attachment 3).

A new site-specific zone is being introduced to facilitate the proposed lot depth of 34.6 m (113.5 ft.), which does not meet the minimum required lot depth of the standard “Coach Houses (RCH1)” zone of 35.0 m (114.8 ft.). The proposed site-specific zone is identical in all provisions to the standard “Coach Houses (RCH1)” zone, but allows for a reduced lot depth.

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 4).

#### Subject Site Existing Housing Profile

There is an existing single-family dwelling on the subject property, which is proposed to be demolished. The applicant has confirmed the single-family dwelling is currently rented, and does not contain any secondary suites.

### Surrounding Development

Development immediately surrounding the subject site is as follows:

- To the North: Single-family dwellings on lots zoned “Single Detached (RS1/E)” and further north “Compact Single Detached (RC1)” fronting No. 4 Road.
- To the South: Single-family dwellings on lots zoned “Single Detached (RS1/E)” and further south “Compact Single Detached (RC1)” fronting No. 4 Road.
- To the East: Across No. 4 Road, single-family dwellings on agricultural lots included in the Agricultural Land Reserve (ALR), zoned “Agriculture (AG1)”.
- To the West: Across the rear lane, single-family dwellings on lots zoned “Single Detached (RS1/B)” fronting Allison Court.

## **Related Policies & Studies**

### Official Community Plan/ Broadmoor Area – Ash Street Sub-Area Plan

The Official Community Plan (OCP) land use designation for the subject site is “Neighbourhood Residential” (NRES). The Broadmoor Area – Ash Street Sub-Area Plan designates the site as “small lots or large lots” (Attachment 5). The proposal is consistent with these designations.

### Arterial Road Land Use Policy

The Arterial Road Land Use Policy identifies the subject site as “Arterial Road Compact Lot Single Detached”, which allows for compact lot single detached or compact lot coach house development. The Arterial Road Land Use Policy requires all compact lot development to be accessed from an operational municipal lane only. Compact lot single detached (single detached housing with a secondary suite) is permitted on all compact lots with a minimum of 9 m width. Compact lot coach house (single detached housing with a detached coach house unit) is permitted on compact lots with a minimum 35 m lot depth. This proposal is to create a site-specific zone to allow for coach houses on lots with a minimum 34.5 m lot depth.

The Policy identifies that Rezoning for the construction of a coach house along an arterial road may be considered on isolated sites identified for Arterial Road Compact Lot Single Detached on the Arterial Road Housing Development map based on its own merit. The subject development has demonstrated that they are able to achieve all zoning and policy requirements on a slightly reduced lot depth so the proposed development is consistent with this Policy.

### Agricultural Land Reserve (ALR) Buffer Zone

Consistent with the OCP guidelines, the applicant is required prior to final adoption of the rezoning bylaw, to register a legal agreement on Title to ensure that a 4.0 m wide landscaped Agricultural Land Reserve (ALR) buffer (as measured from the east property line) along No. 4 Road is maintained and will not be abandoned or removed. The legal agreement will also identify that the property is potentially subject to impacts of noise, dust and odour resulting from agricultural operations. Submission of a Landscape Plan and cash securities to ensure the buffer area is appropriately landscaped is required prior to rezoning bylaw adoption. A preliminary landscape plan is included as Attachment 6, and is subject to further review to ensure that the plan meets all OCP guidelines. The application was not referred to the Agricultural Advisory Committee (AAC), as the committee has requested to review only higher density proposals near ALR land, and relies on staff to secure the landscaped buffer and legal agreement for single-family development.

### Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

## **Public Consultation**

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act* and the City's *Zoning Bylaw 8500*.

## **Analysis**

### **Built Form and Architectural Character**

Preliminary conceptual plans proposed for redevelopment of the subject site have addressed staff comments identified as part of the rezoning application review process (Attachment 3).

The proposed site plan involves a principal dwelling on the east side of each lot and an accessory coach house above a detached garage on the west side of each lot, with vehicle access from the rear lane. The proposed building siting and open space are consistent with the requirements of the zone.

The Architectural Elevation Plans of the proposed coach house (Attachment 7) include sloped roofs, articulation of the buildings and appropriate window placement to minimize overlook of adjacent properties, while still allowing for passive surveillance of the rear lane. There are no proposed coach house balconies.

On-site garbage and recycling is proposed to be set back a minimum of 1.5 m from the rear property line and located within a screened structure, in accordance with the zone.

Prior to final adoption of the rezoning bylaw, minor revisions to enhance the coach house design may be made to the preliminary conceptual plans included in Attachment 7 to ensure compliance with the Zoning Bylaw and BC Building Code. Prior to final adoption of the rezoning bylaw, the applicant must register restrictive covenants on Title to ensure:

- The coach house on each lot proposed cannot be stratified.
- The Building Permit application and ensuing development at the site is generally consistent with the proposed preliminary conceptual plans.

Plans submitted at Building Permit stage must comply with all City regulations, including zoning.

### **Existing Legal Encumbrances**

None

### Transportation and Site Access

Consistent with the requirements of the zone, pedestrian access to the site and coach house is proposed via a permeable pathway from both No. 4 Road and the rear lane.

Vehicle access to the proposed lots is to be from the existing rear lane only, with no access permitted from No. 4 Road, in accordance with Residential Lot (Vehicular) Access Regulation Bylaw No. 7222.

For each lot, on-site parking is proposed in a garage in accordance with the zone and consists of two parking spaces for the principal dwelling provided in tandem arrangement, along with one parking space for the coach house to the side (note: tandem parking for the principal dwelling is permitted in the zone). Prior to final adoption of the rezoning bylaw, the applicant must register a restrictive covenant on Title, prohibiting the conversion of the tandem garage into habitable space.

Prior to issuance of a Building Permit, the applicant is required to submit a Construction Parking and Traffic Management Plan to the City's Transportation Department for review.

### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report indicates there are no street trees adjacent to the subject property and assesses four bylaw-sized trees on the subject property and one tree on a neighbouring property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and supports the Arborist's findings, with the following comments:

- Four trees (tag# 2, 3, 4 & 5) located on site are in poor condition, have been previously topped, and should be removed and replaced.
- One tree that forms part of a hedge row (tag #1) located on adjacent neighbouring property to the south (8511 No. 4 Road) is identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

### *Tree Replacement*

The applicant wishes to remove four on-site trees (Trees #2, #3, #4, and #5). The 2:1 replacement ratio would require a total of eight replacement trees (see Attachment 8 for the Tree Management Plan). The applicant has agreed to plant three trees on each lot proposed; for a total of six trees. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.



No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
Lot 1 – 3 trees	8 cm	4 m
Lot 2 – 3 trees	8 cm	4 m

To ensure that the three new trees are planted and maintained on each new lot, the applicant is required to submit a Landscape Plan and cost estimate for 100 per cent of the landscaping works (including installation) to the satisfaction of the Director, Development, that includes the six (6) replacement trees noted above, prior to the final adoption of the rezoning bylaw. Securities will be held until a landscaping inspection has been passed by City staff after construction and landscaping has been completed. The City may retain a portion of the security for a one-year maintenance period to ensure that the landscaping survives. To accompany the landscaping security, a legal agreement that sets the terms for release of the security must be entered into between the applicant and the City.

To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$1,500.00 to the City's Tree Compensation Fund in lieu of the remaining two trees that cannot be accommodated on the subject property after redevelopment while also providing on-site open space for the single family home and coach house occupants.

#### *Tree Protection*

One tree that forms part of a hedge row (Tag # 1) on the neighbouring property to the south (8511 No. 4 Road) is to be retained and protected. The applicant has submitted a tree protection plan showing the tree to be retained and the measures taken to protect it during development stage (Attachment 7). To ensure that the tree identified for retention is protected at the development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.



### Affordable Housing Strategy

The City of Richmond's Affordable Housing Strategy requires a secondary suite or coach house on 100 per cent of new lots created through single-family rezoning and subdivision applications; a secondary suite on 50 per cent of new lots created and a cash-in-lieu contribution to the City's Affordable Housing Reserve Fund on the total buildable area of the remaining lot(s); or a cash-in-lieu contribution on the total buildable area of all lots where a secondary suite cannot be accommodated in the development.

Consistent with the City's Affordable Housing Strategy, the applicant proposes to provide a one-bedroom coach house above an attached garage on each of the new lots, for a total of two coach house units. To ensure that the coach houses are built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, no final Building Permit inspection will be granted until the coach houses are constructed in accordance with the plans shown in Attachment 7. The permitted uses in the ZS31 zone require the construction of a coach house in addition to a single detached house.

### Site Servicing and Frontage Improvements

Prior to rezoning bylaw adoption, the applicant is required to enter into a Servicing Agreement for the design and construction of engineering infrastructure and frontage improvements, as described in Attachment 9. Frontage and road improvements include, but are not limited to, the following:

- North-south lane upgrades including rear laneway re-grading to a center swale configuration, installing rollover curbs and street lighting along entire property's rear laneway frontage.
- Providing frontage improvements along No. 4 Road in the form of a new 2.0 m concrete sidewalk at the property line, with the remaining space to the existing curb to be treed/grassed boulevard, complete with transitions to the existing sidewalk located to the north and south.

At Subdivision stage, the applicant must provide:

- A new 1.5 m wide Statutory Right-of-Way (SRW) along the east property line for utilities (storm sewer). The applicant is aware that encroachment into the SRW is not permitted.
- Payment of the current year's taxes, Development Cost Charges (City and GVS & DD), Address Assignment Fees, School Site Acquisition Charge and the costs associated with the completion of the required servicing works and frontage improvements as described in Attachment 8.

### **Financial Impact or Economic Impact**

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

## Conclusion

The purpose of this rezoning application is to create a site-specific zone, “Coach House (ZS31) – No. 4 Road” and rezone the property at 8491 No. 4 Road from “Single Detached (RS1/E)” to the “Coach House (ZS31) – No. 4 Road” zone, in order to permit the property to be subdivided to create two lots, each with a principal dwelling and an accessory coach house above a detached garage.

This rezoning application complies with the land use designations and applicable policies contained within the OCP and Area Plan for the subject site.

The list of rezoning considerations is included in Attachment 9, which has been agreed to by the applicant (signed concurrence on file).

On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10455 and that Richmond Zoning Bylaw 8500, Amendment Bylaw 10456 be introduced and given first reading.



Laurel Eyton  
Planning Technician  
(604-276-4262)

LE:js

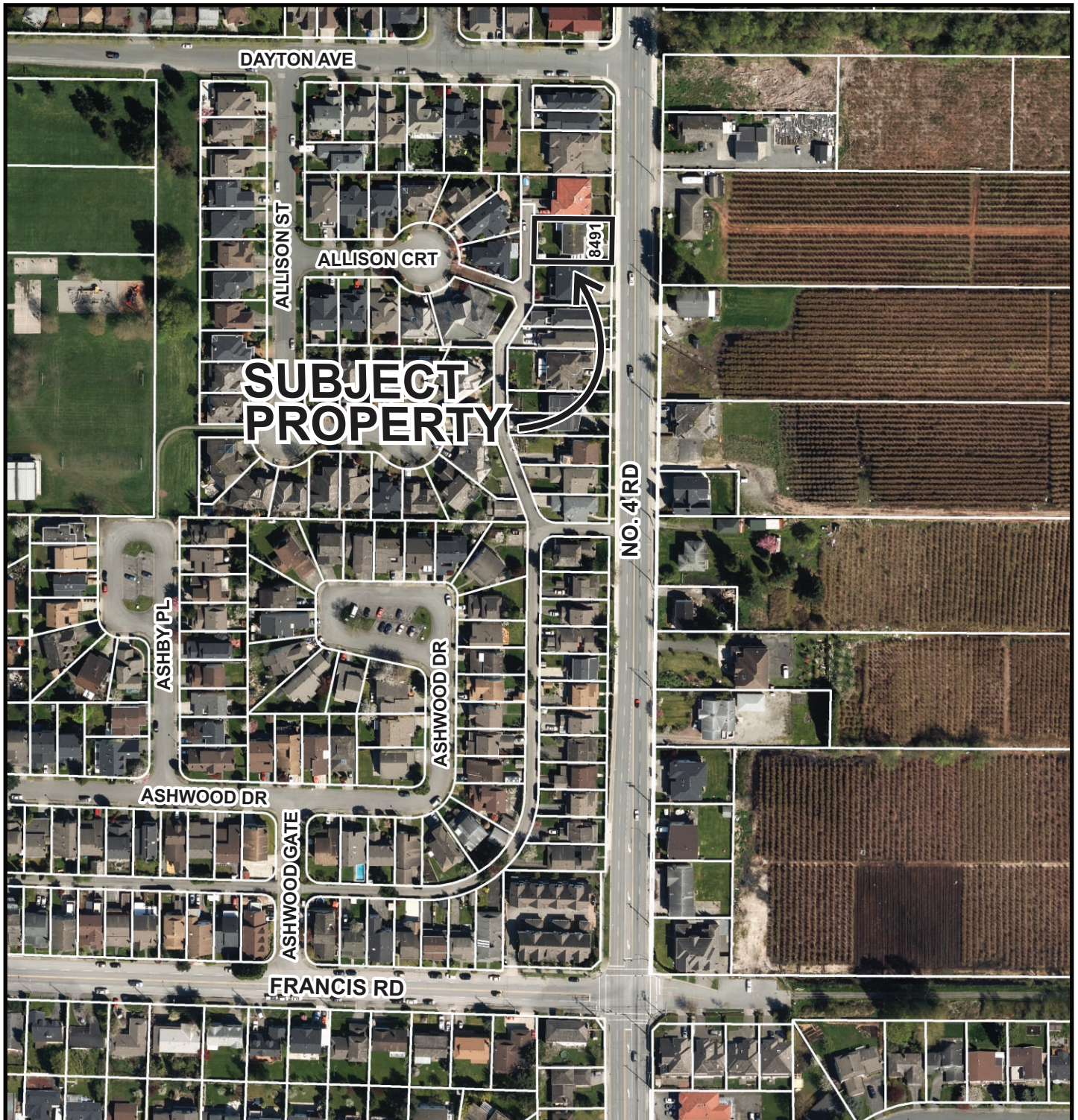
- Att.    1: Location Map/ Aerial Photo  
          2: Site Survey and Proposed Subdivision Plan  
          3: Site Plan  
          4: Development Application Data Sheet  
          5: Ash Street Sub-area Plan Land Use Map  
          6: Preliminary Landscape Plan  
          7: Conceptual Coach House Development Plans  
          8: Tree Management Plan  
          9: Rezoning Considerations







# City of Richmond



RZ 17-777739

PLN - 40

Original Date: 08/18/17

Revision Date:

Note: Dimensions are in METRES



# **TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF**

**PARCEL "A" (H84808E) LOT 19 EXCEPT:**

**PART SUBDIVIDED BY PLAN 74576; BLOCK "B"**

**SECTION 22 BLOCK 4 NORTH RANGE 6 WEST**

**NEW WESTMINSTER DISTRICT PLAN 2670**

#8491 No. 4 ROAD,  
RICHMOND, B.C.  
P.I.D. 003-518-809

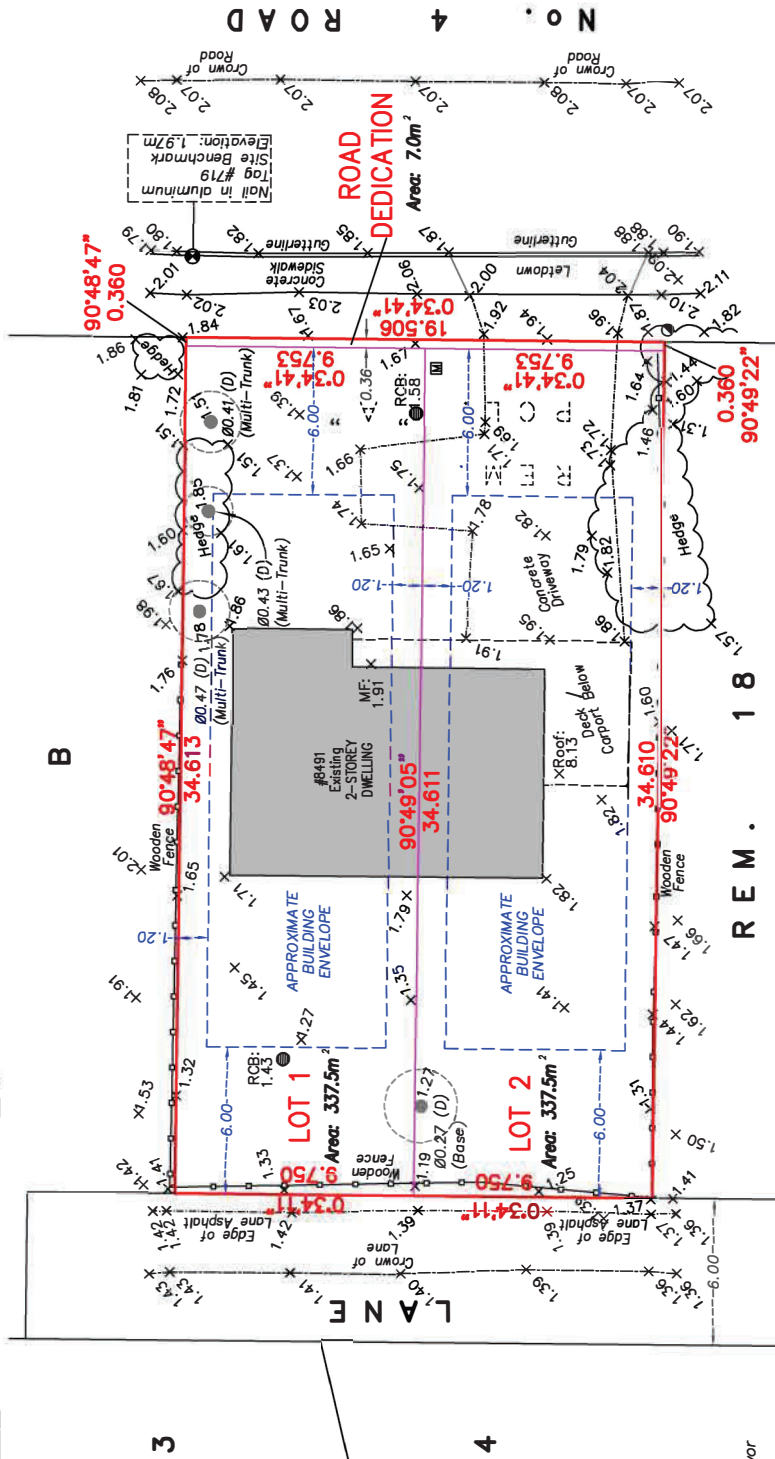
**PLN - 41**



SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED



## **NOTE:**

Elevations shown are based on  
City of Richmond HPN  
Benchmark network.  
Benchmark: HPN #190  
Control Monument 94H1624  
Elevation: 2.353m  
Benchmark: HPN #196  
Control Monument 77H4970  
Elevation: 1.793m

## **LEGEND:**

- (D) denotes deciduous
- denotes round catch basin
- denotes water meter
- denotes power post
- MF denotes main floor

**NOTE:**  
Use site Benchmark Tag #719 for  
construction elevation control.

**CERTIFIED CORRECT:**  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY.

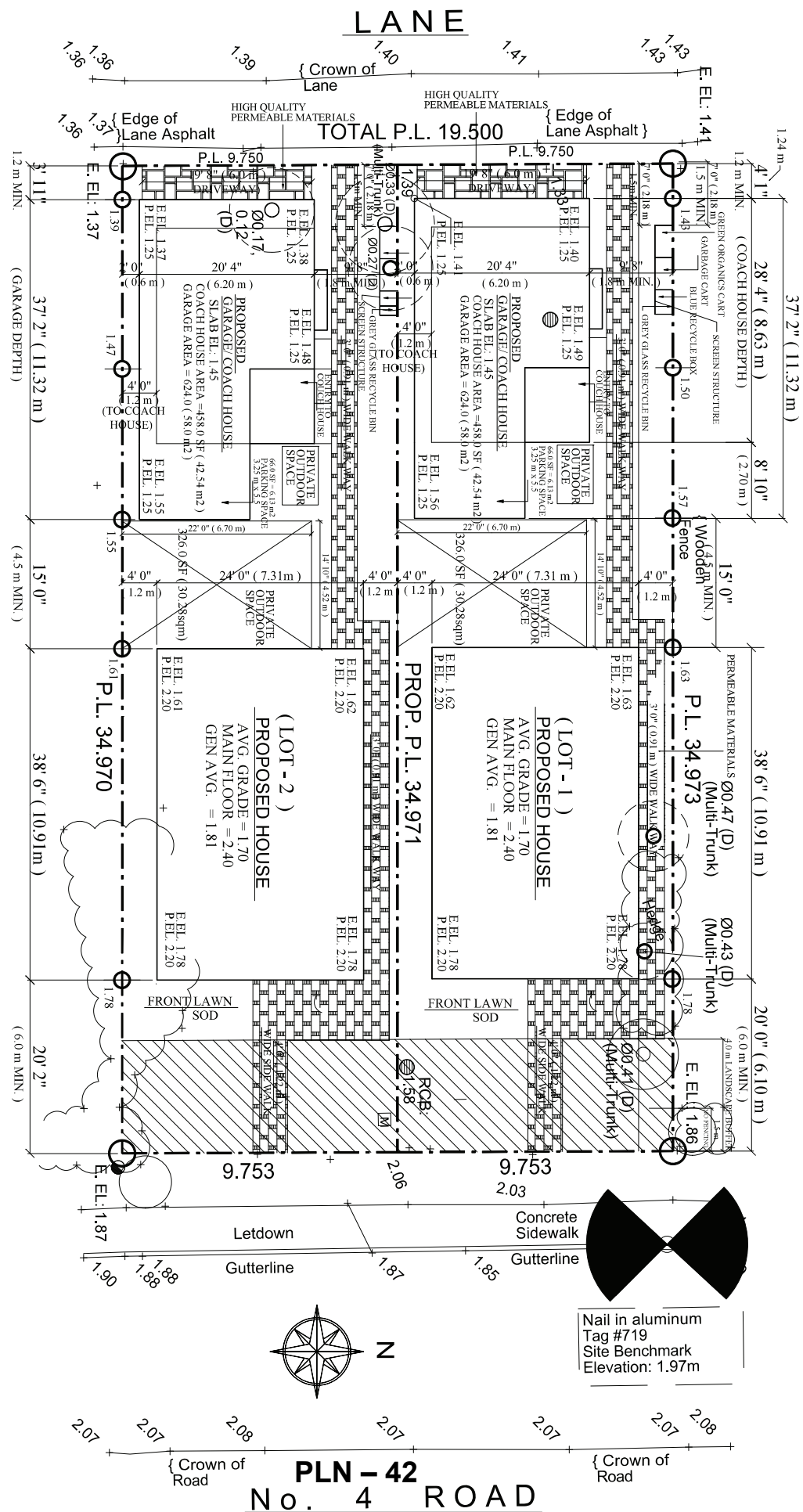
Digitally signed by  
**Johnson Tam**  
JQQ5M3  
Date: 2023.02.16  
105224-0800

JOHNSON C. TAM, B.C.L.S., C.L.S.

**MARCH 14th, 2017.**

© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 6875  
FB-327 P80-81  
Drawn By: IO/LK

**DWG No. 6875-Topo-02**



PER. IMPERMEABLE COVERAGE = 70 % OF 3670.61 S.F. ( 341.0 m<sup>2</sup> )  
 = 2569.0 S.F. ( 238.66 m<sup>2</sup> )  
 PROPOSED IMPERMEABLE COVERAGE = 2162.0 S.F. ( 200.84 m<sup>2</sup> )  
 PER. LANDSCAPE SURFACE = 30 % OF 3670.61 S.F. ( 341.0 m<sup>2</sup> )  
 = 1101.0 S.F. ( 102.28 m<sup>2</sup> )  
 PROPOSED LANDSCAPE SURFACE = 1508.0 SF ( 127.36 m<sup>2</sup> )

# SITE PLAN

$$\begin{aligned} \text{PER. SITE COVERAGE} &= 45\% \text{ OF } 3670.61 \text{ S.F. ( } 341.0 \text{ m}^2\text{)} \\ &= 1651.77 \text{ S.F. ( } 153.44 \text{ m}^2\text{)} \\ \text{PROPOSED SITE COVERAGE} &= 1613.0 \text{ S.F. ( } 149.84 \text{ m}^2\text{)} \end{aligned}$$

PS : CALCULATIONS ARE PER LOT SIZE

THESE PLANS CONFORM TO  
B.C.B.C. 2012 EDITION

Note: Revised calculations to be provided, with revised lot area following road dedication

Doc 11209	UPDATED TO SUIT CITY COMMENTS	<input checked="" type="checkbox"/>
<p><b>Astonish Design &amp; Detailing Ltd</b>          19737 - 71B Ave, Langley B.C.          PH: 1 604 551 1740 FAX: 1 604 535 1741          CELL: 1 604 728 0839 E-MAIL: <a href="mailto:mvayshel@astondesign.com">mvayshel@astondesign.com</a></p>		
<p><b>ITEM SITE PLAN</b></p>		
DATE:	<p>8401 - No 4 Road, Richmond B.C.</p>	
DESIGNED BY:	SCALE:	<p>DATE: 11/24/01</p>
DRAWN BY:	DATE:	
CHECKED BY:	DATE:	APPROVED BY:





**RZ 17-777739**

**Attachment 4**

Address: 8491 No. 4 Road

Applicant: Ajit Aujla and New Villa Holdings

Planning Area(s): Broadmoor (Ash Street Sub-Area)

	Existing	Proposed
<b>Owner(s):</b>	Ajit Aujla and New Villa Holdings	Ajit Aujla and New Villa Holdings
<b>Site Size (m<sup>2</sup>):</b>	682 m <sup>2</sup> (7,340 ft <sup>2</sup> )	Lot A: 337.5 m <sup>2</sup> (3,633 ft <sup>2</sup> ) Lot B: 337.5 m <sup>2</sup> (3,633 ft <sup>2</sup> )
<b>Land Uses:</b>	One single-detached lot	Two single detached lots, each with a coach house
<b>OCP Designation:</b>	Neighbourhood Residential	No Change
<b>Area Plan Designation:</b>	Small lots or large lots	No Change
<b>702 Policy Designation:</b>	N/A	N/A
<b>Zoning:</b>	Single Detached (RS1/E)	Coach House (ZS31) – No. 4 Road
<b>Number of Units:</b>	1	Lot A: 2 Lot B: 2
<b>Other Designations:</b>	Arterial Road Compact Lot Single Detached	No change

On Future Subdivided Lots	Bylaw Requirement (ZS31)	Proposed	Variance
Floor Area Ratio:	Max. 0.6	Max 0.6	none permitted
Buildable Floor Area (m <sup>2</sup> ):*	Lot A: Max. 204.6 m <sup>2</sup> (2202.3 ft <sup>2</sup> ) Lot B: Max. 204.6 m <sup>2</sup> (2202.3 ft <sup>2</sup> )	Lot A: Max. 202.5 m <sup>2</sup> (2179.7 ft <sup>2</sup> ) Lot B: Max. 202.5 m <sup>2</sup> (2179.7 ft <sup>2</sup> )	none permitted
Coach House Floor Area (m <sup>2</sup> ):	Min: 33.0 m <sup>2</sup> Max: 60.0 m <sup>2</sup>	Min: 33.0 m <sup>2</sup> Max: 60.0 m <sup>2</sup>	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	Building: Max. 45% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	none
Lot Size:	315.0 m <sup>2</sup>	337.5 m <sup>2</sup>	none
Lot Dimensions (m):	Width: 9.0 m Depth: 34.5 m	Width: 9.8 m Depth: 34.6 m	none
Primary Dwelling Setbacks (m):	Front: Min. 6.0 m Rear: Min. 6.0 m (Min separation to coach house: 4.5 m) Side: Min. 1.2 m	Front: Min. 6.0 m Rear: Min. 6.0 m (Min separation to coach house: 4.5 m) Side: Min. 1.2 m	none

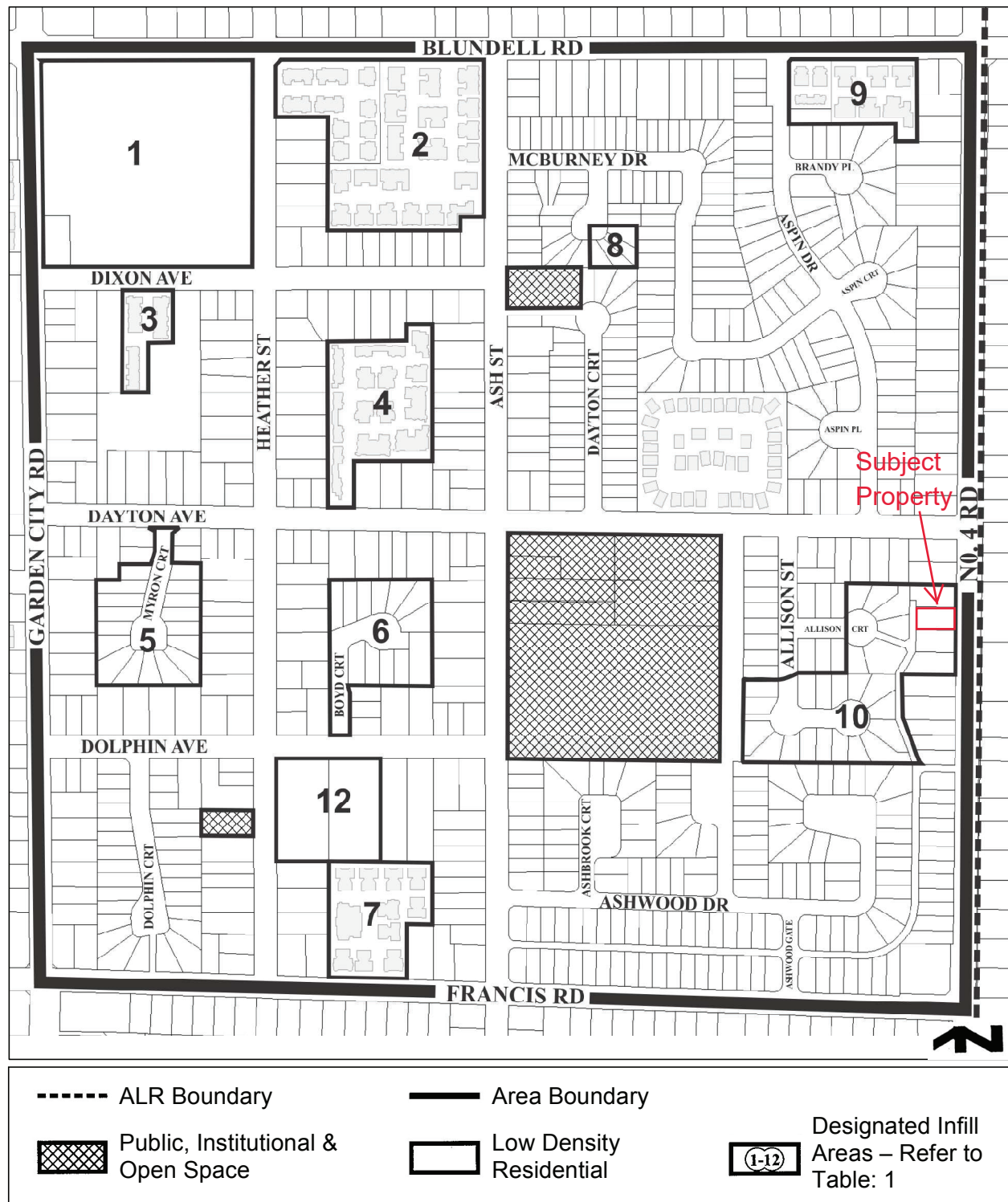
On Future Subdivided Lots	Bylaw Requirement (ZS31)	Proposed	Variance
Accessory Coach House Setbacks (m)	Front: Min. 6.0 m Rear: Min. 1.2 m Side, South: min. 0.6 m ground floor; 1.2 m upper floor Side, North: 1.8 m	Front: Min. 6.0 m Rear: Min. 1.2 m Side, South: min. 0.6 m ground floor; 1.2 m upper floor Side, North: 1.8 m	none
Primary Dwelling Height (m):	Max. 2 ½ storeys or 9.0 m	Max. 2 ½ storeys or 9.0 m	none
Accessory Coach House Height (m):	Max: 2.0 storeys or 6.5 m	Max: 2.0 storeys or 6.5 m	none
On-site Vehicle Parking, including Accessory Coach House Use:	Min. 3 per lot	Lot A: Min. 3 Lot B: Min. 3	none
Off-street Parking Spaces – Total (per lot):	Principal Dwelling: 2 Coach House: 1	Principal Dwelling: 2 Coach House: 1	none
Tandem Parking Spaces (per lot):	Permitted for Principal Dwelling	Principal Dwelling: 2	none

\* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

City of Richmond

# Land Use Map

Bylaw 9489  
2016/07/18

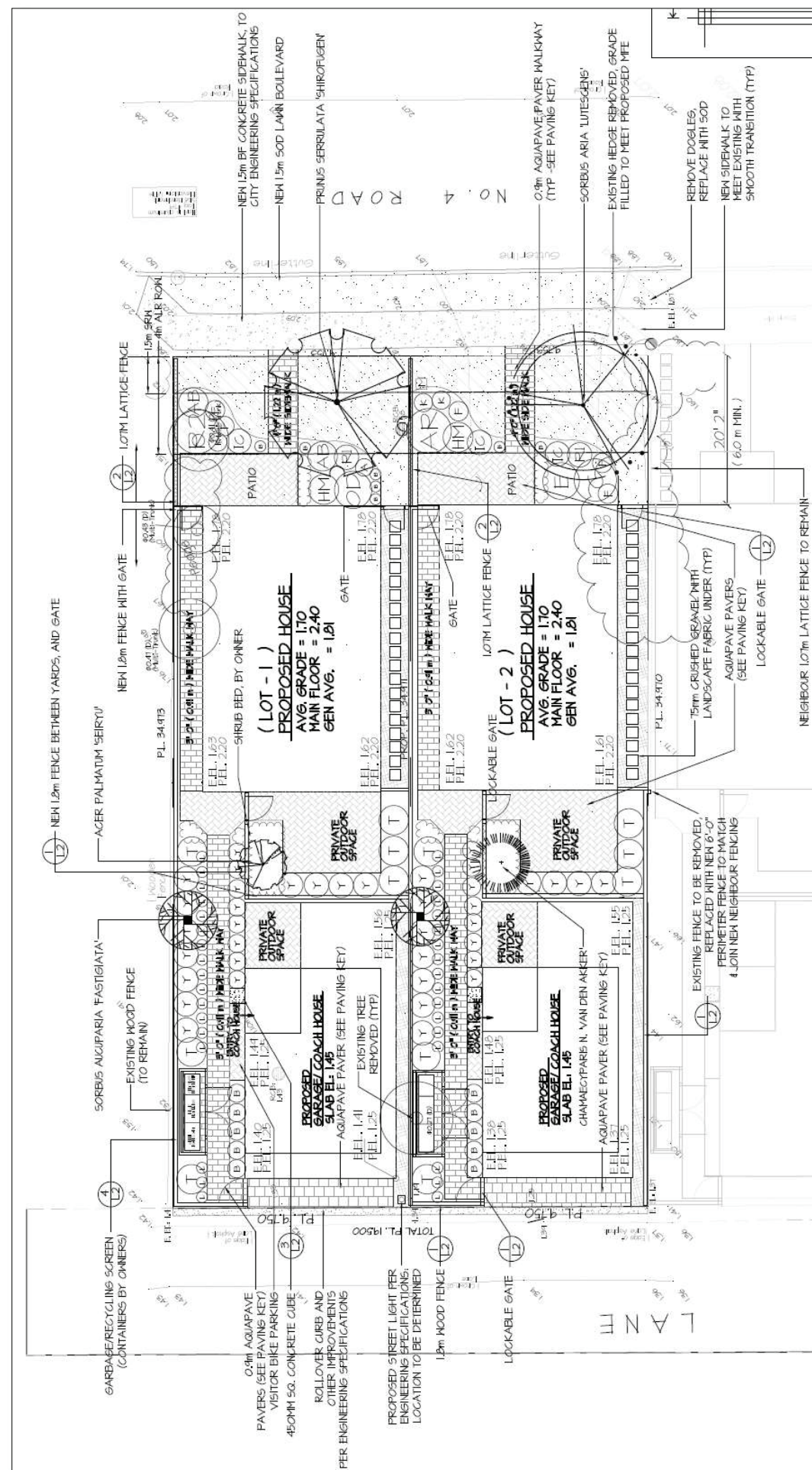


**Table 1:**

Official Community Plan - Specific Infill Land Use Designations Ash Street (Section 22-4-6)					
KEY TO AREA PLAN MAP	APPROXIMATE AREA HA (AC.)	DENSITY UNITS/HA (UNITS/AC.)	MAXIMUM NUMBER OF UNITS	LAND USE	OTHER
1	24 (6)		N.A.	Commercial or townhouses	Maximum two-storey height
2	1.86 (4.61)	29 (12)	77	Townhouses or small lots	Open space and children's play area with townhouses or small lots
3	0.502 (1.25)	*.55 FAR	*.55 FAR	Townhouses or duplex	Open space and children's play area with townhouses
4	1.07 (2.64)	35 (14)	37	Townhouses or small lots	Open space and children's play area with townhouses or small lots
5	.95 (2.34)	18 (7)	18	Small lots	Open space and children's play area
6	.81 (2)	18 (7)	14	Small lots	Open space and children's play area
7	0.830 (2.05)	29 (12)	25	Townhouses or small lots	Open space and children's play area
8	0.12 (0.3)	18 (7)	3	Small lots	
9	0.645 (1.6)	19 (12)	24	Townhouses or small lots with lane	Access to Blundell restricted. Open space and children's play area. Possible lane.
10	1.8 (4.45)	18 (7)	31	Small lots or large lots	
11	#	N.A.	N.A.	Large lots or park	Open up corner for public view of DeBeck school/park
12	#	N.A.	N.A.	Park or small lots	
TOTAL			246		

Note: FAR = Floor Area Ratio





PLN - 47

\* Subject to further review to ensure consistency with OCP guidelines

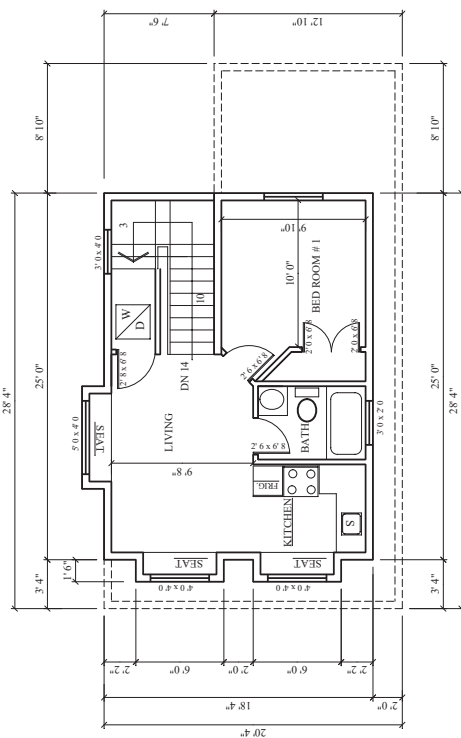
**TOTAL PROPOSED REPLACEMENTS = 6 (4 removals = 8 required replacement trees)**

Note: Replacement trees should not interfere with driveways, visibility, buildings, services, sidewalks and the view corridors of adjacent properties. All plant material, topsoil depth, and quality and installation to be to the BC Landscape Standard, recent edition. They should be watered deeply twice per week (depending on natural levels of precipitation) for the first year or until established.

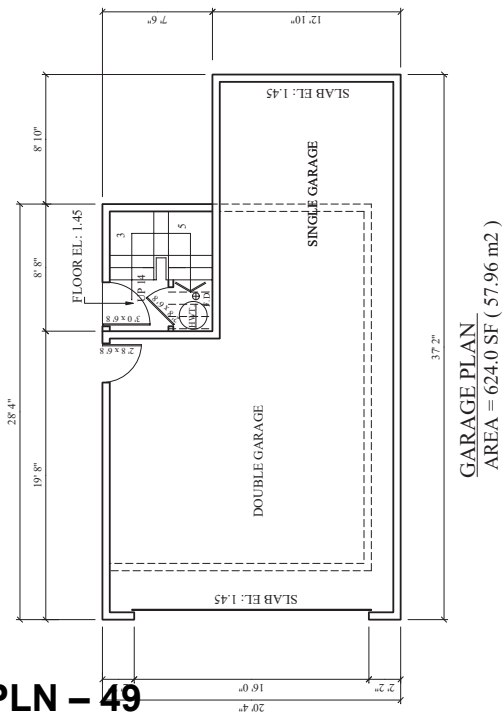


	Dec. 11   2017	UPDATED TO SUIT CITY COMMENTS	
<b>Astonish Design &amp; Detailing Ltd.</b>			
19732 - 71B Ave. Langley B.C. PH: 1 604 539 1740 FAX: 1 604 539 1741 CELL: 1 604 728 0389 EMAIL: navjotbhat@astomail.com			
<b>KAMAI</b>	<b>DESIGN</b>	<b>Lot - 1, COACH HOUSE PLAN</b>	
<b>NAVFETI</b>	<b>PLAN</b>	<b>8491 - No 4 Road, Richmond, B.C.</b>	
<b>SCALE</b>	<b>DATE</b>	<b>Scale</b>	<b>DATE</b>
		<b>1/8" = 1' (IN)</b>	<b>1/8" = 1' (IN)</b>

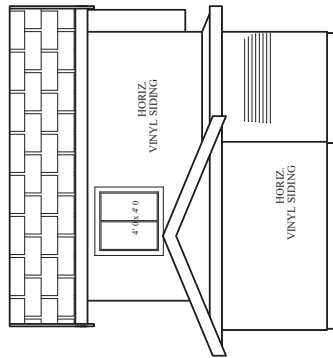




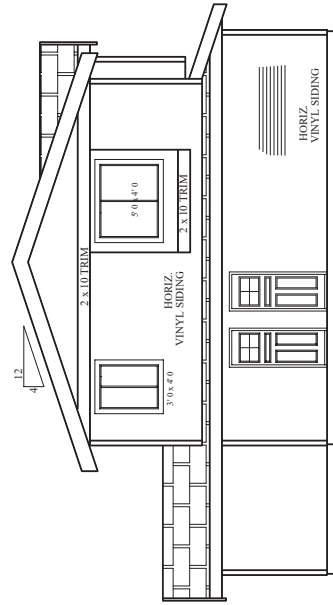
COACH HOUSE FLOOR PLAN  
COACH HOUSE AREA = 458.0 SF ( 42.54 m<sup>2</sup> )



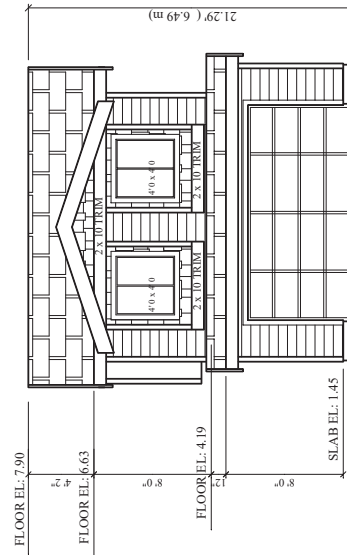
**GARAGE PLAN**  
AREA = 624.0 SF ( 57.96 m2 )



FRONT ELEVATION  
( EAST )



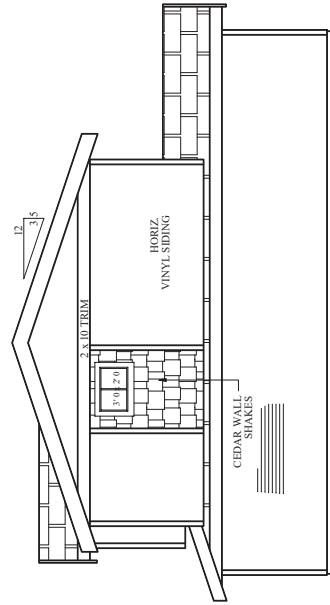
LEFT SIDE ELEVATION  
(NORTH)




HIGHEST CROWN ON LANE EL: 1.41

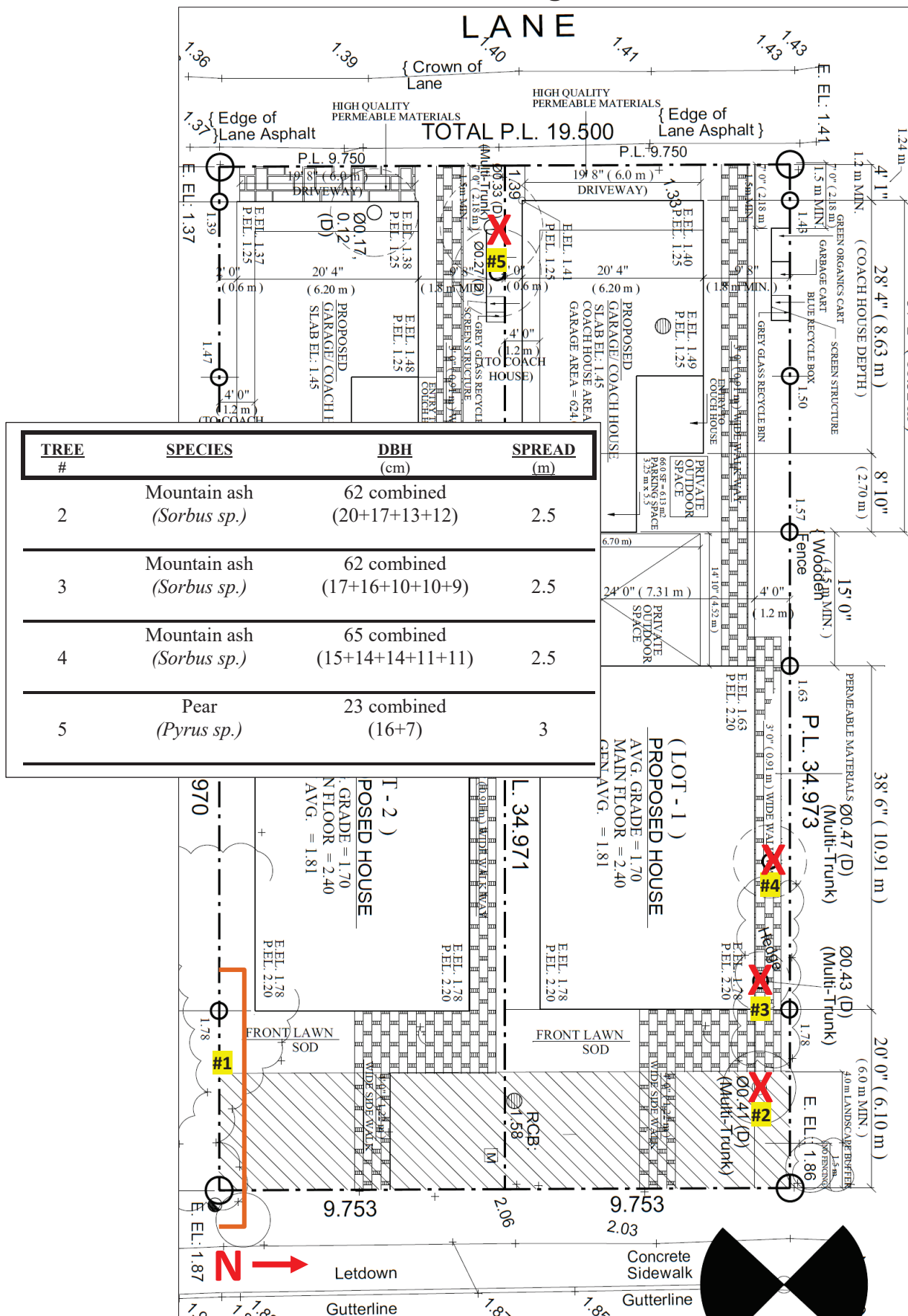
**REAR ELEVATION**

(WEST)



RIGHT SIDE ELEVATION  
( SOUTH )

Dec. 11 2017		UPDATED TO SUIT CITY COMMENTS			
<b>Astonish Design &amp; Detailing Ltd.</b> 19732 - 71B Ave. Langley B.C. PH: 1 604 539 1740 FAX: 1 604 539 1741 CELL: 1 604 728 0389 E-MAIL: <a href="mailto:naveghshot@hotmail.com">naveghshot@hotmail.com</a>					
LBL: <u>DATE</u> <u>SHEET</u> <u>NO.</u> 12/11/17      1      001					
LBL: <u>DESCRIPTION</u> <u>DATE</u> <u>BY</u> <u>SCALE</u> <u>UNIT</u> <u>NO.</u> KAMAL      12/11/17      NAVEGH      1/4" = 1'-0"      1/4"      001					
LBL: <u>PROJECT</u> <u>NO.</u> <u>LOCATION</u> L-2, COACH HOUSE PLAN      8491 - No 4 Road, Richmond, B.C.					





**Address:** 8491 No. 4 Road

**File No.:** RZ 17-777739

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10456, the developer is required to complete the following:**

1. A 0.36m road dedication along the entire eastern frontage of the property.
2. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
  - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
  - include a mix of coniferous and deciduous trees;
  - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report;
  - include native plantings within the ALR Buffer consistent with the OCP's guidelines; and
  - include the six required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
6	8 cm		4.0 m

The City will release 90% of the security after construction and landscaping on the future lots is completed, and a landscaping inspection is approved. The remaining 10% of the security will be released one (1) year later, subject to inspection, to ensure the replacement trees have survive. To accompany the landscaping security, a legal agreement that sets the terms for release of the security must be entered into between the Applicant and the City.

3. City acceptance of the developer's offer to voluntarily contribute \$1,500 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
4. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
5. Installation of appropriate tree protection fencing around the trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
6. Registration of a flood indemnity covenant on title.
7. Registration of a legal agreement on title ensuring that the coach house cannot be stratified.
8. Registration of a legal agreement on Title ensuring that the Building Permit application and ensuing development of the coach houses are generally consistent with submitted conceptual plans attached to the Rezoning Report to Planning Committee.
9. Registration of a legal agreement on title to ensure that landscaping planted along the eastern 4m of the property, for the purposes of buffering the interface with the Agricultural Land Reserve, is maintained and will not be abandoned or removed.
10. Registration of a legal agreement on title prohibiting the conversion of the tandem parking area into habitable space.
11. Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.
12. Enter into a Servicing Agreement\* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:

#### Water Works:

- Using the OCP Model, there is 402.0 L/s of water available at 20 psi residual at the hydrant located at the frontage of 8451 No. 4 Rd and 391.0 L/s of water available at 20 psi residual at the frontage of 8511 No. 4 Rd. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- At the Developer's cost, the Developer is required to:
  - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs at Building Permit stage.
  - Retain the existing water service connection and meter to service the proposed Lot 2 of the subject site.
  - Provide a 1.5m x 1.5m Statutory Right of Way for the new water meter to serve the proposed Lot 1. The location of the new meter shall be determined through the Servicing Agreement process.
- At the Developer's cost, the City will:
  - Install a new water service connection off of the 300mm AC water main along No. 4 Rd, complete with water meter, to serve proposed Lot 1.

#### Storm Sewer Works:

- The Developer is required to:
  - Check the existing storm service connection and inspection chamber serving the subject site (STLAT91219 & STCN31118). Confirm the material and condition of the inspection chambers and pipes. If deemed acceptable by the City, the existing service connections may be retained. In the case that a service connection is not in a condition to be re-used, the service connection shall be replaced by the City, at the Developer's cost, as described below.
  - Provide a 3.5m deep & 3.0 m wide utility Statutory Right of Way centered on the common property line of the new lots. Encroaching into the SRW with proposed trees, non-removable fencing, or other non-removable structures will not be permitted.
  - Install a new 200mm diameter storm sewer from the north property line of 8491 No. 4 Rd to the lane junction (approximately 35 m), complete with catch basins and a manhole at the highpoint at the north end and a new manhole at the lane junction. The storm sewer shall be designed to allow for connection to lane drainage to the north if the lane is extended.
  - Remove the existing storm service lateral from the north east corner of 9820 Allison Court to the existing catch basin at the lane junction (approximately 34 m). The removal of the lateral and catch basin shall be completed at the City's cost, subject to funding approval.
  - Install a new 200mm diameter storm sewer from the north east corner of 9820 Allison Court to the existing catch basin at the lane junction (approximately 34 m), at the City's cost, subject to funding approval. Tie-in shall be to a new manhole to replace STMH5831.
- At the Developer's cost, the City will:
  - Replace the existing storm service connections and inspection chambers (STLAT91219 & STCN31118), if the connections are not in a condition to be re-used. The existing connection serving 8511 No. 4 Rd shall be reconnected if the replacement of the existing IC is required.

#### Sanitary Sewer Works:

- At the Developer's cost, the City will:
  - Cut and cap the existing service connection located at the south west corner of the subject site (SCON30043). The existing inspection chamber (SIC7945) shall be retained to serve 8511 No. 4 Rd.
  - Install a new sanitary service connection at the adjoining property line of the proposed lots, complete with an inspection chamber and dual service leads.

#### Frontage Improvements:

- The Developer is required to:
  - Coordinate with BC Hydro, Telus and other private communication service providers

- When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
- To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located onsite.
- Provide road improvements along No. 4 Rd frontage of the proposed site in accordance with the standard road cross-section requirements, to include: a 1.5m boulevard and 2.0m sidewalk behind the existing curb/gutter as per Transportation's requirements.
- Provide rear laneway re-grading to a center swale configuration, and install rollover curbs and street lighting along entire property's rear laneway frontage, at the Developer's cost.
- Complete other frontage improvements as per Transportation's requirements

General Items:

- The Developer is required to:
  - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
  - Complete Road Restoration in compliance with Bylaw 7869 due to any road cuts made in No 4 Rd.

**Prior to Demolition, the developer must complete the following requirements:**

1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development in accordance with the City's Tree Protection Information Bulletin TREE-03, prior to any construction activities including building demolition, occurring on-site, and must remain in place until construction and landscaping on-site is completed.

**At Subdivision\* stage, the developer must complete the following requirements:**

1. A new 1.5 m wide Statutory Right-of-Way (SRW) along the east property line for utilities (storm sewer). The applicant is aware that encroachment into the SRW is not permitted.

**Prior to Building Permit Issuance, the developer must complete the following requirements:**

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

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Signed

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Date





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10455 (RZ 17-777739)  
8491 No. 4 Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:
  - a. Inserting the following section into Section 15 (Site Specific Residential (Single Detached) Zones), in numerical order:

**15.31 Coach House (ZS31) – No. 4 Road**

**15.31.1 Purpose**

The **zone** provides for a **coach house** in conjunction with **single detached housing** where there is **vehicle access** to a rear **lane**.

**15.31.2 Permitted Uses**

- **housing, single detached**, with a detached **coach house**

**15.31.3 Secondary Uses**

- **bed and breakfast**
- **boarding and lodging**
- **community care facility, minor**
- **home business**

**15.31.4 Permitted Density**

1. The maximum **density** is limited to one **principal dwelling unit** and one **coach house** per **lot**.
2. The maximum **floor area ratio** (FAR) is 0.6.
3. The **coach house** must have a minimum **floor area** of at least 33.0 m<sup>2</sup> and must not exceed a total **floor area** of 60.0 m<sup>2</sup>.
4. For the purposes of this **zone** only, 10% of the **floor area** total calculated for the **lot** in question must be used exclusively for covered areas of the **single detached housing** or **coach house** which are open on two or more sides, with the maximum for the **coach house** being 6.0 m<sup>2</sup>, and is not included in the calculations of the maximum **floor area ratio**.
5. An unenclosed and uncovered **balcony** of a detached **coach house** shall have a maximum area of 8.0 m<sup>2</sup>, and shall be located so as to face the **lane** on a mid block **lot** and the **lane** or side street on a **corner lot**.

6. Stairs to the upper level of a detached **coach house** must be enclosed within the allowable **building** area.
7. Notwithstanding section 4.2.2 of this bylaw, where the **lot width** is between 9.0 m and 11.5 m:
  - a) a maximum of 58 m<sup>2</sup> of **enclosed parking** within a **garage** located on-site, or **parking spaces** within an unenclosed **carport** located on-site, is not included in the calculation of the maximum **floor area ratio**, provided that such **enclosed parking** or **parking spaces** are not used for **habitable space**; and
  - b) for the purposes of this subsection 15.31.4.7, a **carport** means a roofed **structure**, open on two or more sides, that is attached to the **accessory building** containing the **coach house** and that is used by the occupants of the **lot** to shelter the required **vehicle parking spaces**.

#### 15.31.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 45% for **buildings**.
2. No more than 70% of a **lot** may be occupied by **buildings, structures** and **non-porous surfaces**.
3. 20% of the **lot area** is restricted to **landscaping** with live plant material.

#### 15.31.6 Yards & Setbacks

1. The minimum **front yard** is 6.0 m, except that **accessory buildings, coach houses, carports, garages** and **parking spaces** must be **setback** a minimum of 15.0 m.
2. The minimum **interior side yard** for a **principal building** is 1.2 m.
3. On an **interior lot**, where the **lot width** is between 9.0 m and 11.5 m:
  - a) the minimum **setback** for an **accessory building** containing a **coach house** to one **side lot line** is 0.6 m for the ground floor and 1.2 m for the upper floor; and
  - b) the minimum **setback** for an **accessory building** containing a **coach house** to the opposite and opposing **side lot line** is 1.8 m.
4. On an **interior lot**, where the **lot width** is greater than 11.5 m:
  - a) the minimum **setback** for an **accessory building** containing a **coach house** to one **side lot line** is 1.2 m; and
  - b) the minimum **setback** for an **accessory building** containing a **coach house** to the opposite and opposing **side lot line** is 1.8 m.
5. In addition to subsections 15.31.6.3 and 15.31.6.4, an **accessory building** containing a **coach house** on an **interior lot** with an east-west orientation shall be located closest to the southern **interior side lot line**, to reduce shadowing on the **adjacent lot** to the north.

6. **Bay windows** and **hutches** which form part of the **coach house** may project for a distance of 0.6 m into the **side yard**.
7. The minimum **exterior side yard** is 3.0 m.
8. The minimum **rear yard** is 6.0 m for the **single detached housing**, except for a **corner lot** where the **exterior side yard** is 6.0 m, in which case the **rear yard** is reduced to 1.2 m.
9. A **coach house** shall be located within 1.2 m and 10.0 m of the **rear lot line**.
10. The minimum **building separation space** between the principal **single detached housing** unit and the **accessory building** containing a **coach house** is 4.5 m.
11. **Coach houses** and **accessory buildings** are not permitted in the **front yard**.
12. Waste and recycling bins for a **coach house** shall be located within a **screened structure** that is **setback** a minimum of 1.5 m from the **rear lot line**.
13. **Building** elements in a **coach house** that promote sustainability objectives such as solar panels, solar hot water heating systems and rainwater collection systems may project 0.6 m into the **side yard** and **rear yard**.
14. An unenclosed and uncovered **balcony** of a detached **coach house**, located so as to face the **lane** on a mid block **lot** and the **lane** or side street on a **corner lot**, may project 0.6 m into the **rear yard**.

#### 15.31.7 Permitted Heights

1. The maximum **height** for **single detached housing** is 2 ½ **storeys** or 9.0 m, whichever is less, but it shall not exceed the **residential vertical lot width envelope** and the **residential vertical lot depth envelope**. For a **principal building** with a flat roof, the maximum **height** is 7.5 m.
2. The ridge line of a side roof dormer may project horizontally up to 0.91 m beyond the **residential vertical lot width envelope** but no further than the **setback** required for the **interior side yard** or the **exterior side yard**.
3. The ridge line of a front roof dormer may project horizontally up to 0.91 m beyond the **residential vertical lot depth envelope** but no further than the **setback** required for the **front yard**.
4. For the purpose of this **zone** only, **residential vertical lot depth envelope** means a vertical envelope located at the minimum **front yard setback** requirement for the **lot** in question.
5. The **residential vertical lot depth envelope** is:
  - a) calculated from the **finished site grade**; and
  - b) formed by a plane rising vertically 5.0 m to a point and then extending upward and away from the required **yard setback** at a rate of the two units of vertical rise

for each single unit of horizontal run to the point at which the plane intersects to the maximum **building height**.

6. The maximum **height** for an **accessory building** containing a **coach house** shall be 2 **storeys** or 6.5 m above the highest elevation of the crown of the **abutting lane** measured to the roof ridge, whichever is less.
7. In addition to the requirements in subsection 15.31.7.6, where the **lot width** is between 9.0 m and 11.5 m:
  - a) any portion of the ground floor of an **accessory building** used for parking provided in a **tandem arrangement** that extends beyond the footprint of the second **storey** of a **coach house** shall be no higher than 4.0 m above the highest elevation of the crown of the **abutting lane**; and
  - b) the roof over the portion of the ground floor of an **accessory building** used for parking provided in a **tandem arrangement** must have a minimum pitch of 4:12 and be a gable end roof design.
8. In respect of an **accessory building** containing a **coach house**:
  - a) the **first storey** of an **accessory building** containing a **coach house** facing the **single detached housing** shall have a sloping skirt roof, and the maximum **height** of the **eave** of the sloping skirt roof shall be 3.7 m above **grade**;
  - b) the maximum **height** to the top of the sloping skirt roof of the **first storey** of an **accessory building** containing a **coach house** facing the **single detached housing** shall be 4.0 m above **grade**; and
  - c) for the purpose of this subsection 15.31.7.8 only, **grade** means the finished ground elevation around the **accessory building** containing the **coach house**.
9. The maximum **height** for **accessory structures** is 9.0 m.

#### 15.31.8 Subdivision Provisions/Minimum Lot Size

1. The minimum **lot** dimensions and areas are as follows, except that the minimum **lot width** for **corner lots** is an additional 2.0 m:

Minimum frontage	Minimum lot width	Minimum lot depth	Minimum lot area
6.0 m	9.0 m	34.5 m	315.0 m <sup>2</sup>

2. A **coach house** may not be **subdivided** from the **lot** on which it is located.

#### 15.31.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided in accordance with the provisions of Section 6.0, except that in this **zone**:
  - a) **fences**, when located within 3.0 m of a **side lot lane abutting** a public **road** or 6.0 m of a **front lot line abutting** a public **road**, shall not exceed 1.2 m in **height**; and

- b) **fences**, when located elsewhere within a required **yard**, shall not exceed 1.83 m in **height**.
- 2. A private outdoor space shall be provided with a minimum area of 30.0 m<sup>2</sup> and a minimum width and depth of 3.0 m.
- 3. All private outdoor space shall not be:
  - a) located in the **front yard**; and
  - b) occupied or obstructed by any **buildings, structures**, projections and on-site parking, except for **cantilevered roofs** and **balconies** which may project into the private outdoor space for a distance of not more than 0.6 m.
- 4. A private outdoor space:
  - a) shall be for the benefit of the **coach house** only;
  - b) may include an open or covered deck, unenclosed **balcony, patio** pavers, **porch** or **fenced yard** space which is clearly defined and **screened** through the use of **landscaping**, planting or architectural features such as trellises, low **fencing** or planters, but not space used for parking purposes; and
  - c) shall be accessed from the **rear yard, lane** or **coach house**.
- 5. The **rear yard** between a **coach house** and the **lane**, including the **building** entry to the **coach house**, must incorporate:
  - a) the planting of appropriate trees (e.g. small species or fastigate/columnar) and other attractive soft **landscaping**, but not low ground cover, so as to enhance the visual appearance of the **lane**; and
  - b) high quality permeable materials where there is a driveway to **parking spaces** and where the **lane** has curb and gutter.
- 6. A high quality **screen** shall be located between the **lane** and any surface **parking spaces** parallel to the **lane**, and along the **lot line adjacent** to any surface **parking spaces** if **abutting** a neighbouring **lot**. Where the space is constrained, a narrow area sufficient for the growth of plant material shall be provided at the base of the **screen**.
- 7. The **yard** between the **coach house** and the **road** on a **corner lot** shall be designed and treated as the **front yard** of the **coach house**, not be used as private outdoor space and have quality surface treatment, soft **landscaping** and attractive plant materials.
- 8. Where vertical greening is used as a means to improve privacy, it may include **building** walls and/or the provision of **fences** and arbours as support structures for plants. In constrained areas, tall plantings may include varieties of bamboo for **screening** and **landscaping**.
- 9. A minimum 0.9 m wide, unobstructed, permeable pathway must be provided:
  - a) clearly leading from the **road** to the **coach house** entry; and
  - b) clearly leading from the **lane** to the **coach house** entry.

**15.31.10 On-Site Parking & Loading**

1. On-site **vehicle** parking shall be provided according to the standards set out in Section 7.0, except that the maximum driveway width shall be 6.0 m.
2. For the purpose of this **zone** only, a driveway is defined as any **non-porous surface** of the **lot** that is used to provide space for **vehicle** parking or **vehicle access** to or from a public **road** or **lane**.
3. Where the **lot width** is between 9.0 m and 11.5 m:
  - a) the required on-site **parking spaces** for the **single detached housing** may be provided in a **tandem arrangement**, with the required on-site **parking space** for the **coach house** located to one side; and
  - b) a **coach house** may not be located above more than 2 side-by-side **parking spaces** in the detached **garage** or **carport**, as defined in subsection 15.31.4.7 (b).
4. Where the **lot width** is greater than 11.5 m:
  - a) a **coach house** may not be located above more than 2 **parking spaces** in the detached **garage** for the **single detached housing**; and
  - b) the required **parking space** and driveway for a **coach house** must be unenclosed or uncovered and must be made of porous surfaces such as permeable pavers, gravel, grasscrete or impermeable wheel paths surrounded by ground-cover planting.

**15.31.11 Other Regulations**

1. **Boarding and lodging** shall be located only in a **single detached housing** unit, and not in the **coach house**.
2. A **child care program** shall not be located in a **coach house**.
3. The **coach house** must be located above a detached **garage**.
4. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and Specific Use Regulations in Section 5.0 apply.”



2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10455”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10456 (RZ 17-777739)  
8491 No. 4 Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **“COACH HOUSE (ZS31) – NO. 4 ROAD”**.

P.I.D. 003-518-809

Parcel “A” (H84808E) Lot 19 Except: Part Subdivided by Plan 74576; Block “B” Section 22 Block 4 North Range 6 West New Westminster District Plan 2670

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10456”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 



# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** March 1, 2023

**From:** Kim Somerville  
Director, Community Social Development

**File:** 08-4055-01/2023-Vol 01

**Re:** Social Development Strategy Guiding Principles

### Staff Recommendation

That the Guiding Principles detailed in the staff report titled "Social Development Strategy Guiding Principles," dated March 1, 2023, from the Director, Community Social Development, be endorsed and used to inform the strategic directions and actions of the draft Social Development Strategy.

Kim Somerville  
Director, Community Social Development  
(604-247-4671)

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	
Corporate Communications & Marketing	<input checked="" type="checkbox"/>	
Community Bylaws & Licensing	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Real Estate	<input checked="" type="checkbox"/>	
Recreation and Sport Services	<input checked="" type="checkbox"/>	
Sustainability	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

In 2013, City Council endorsed the 2013–2022 Social Development Strategy, which provided a roadmap for the City, community partners, residents and other stakeholders to improve the quality of life for Richmond residents. The strategy provided a vision, three goals, nine strategic directions and 53 recommended actions that guided the City on social development matters and acted as a resource for external stakeholders.

In response to the 2013–2022 Social Development Strategy nearing the end of its life cycle, City Council approved the development of a new Social Development Strategy in the 2021 Operating Budget. The new strategy will build on the progress made on the 2013–2022 Social Development Strategy and incorporate foundational elements of the previous strategy. It will also provide an overarching framework for the City and its partners to support and address the current and emerging social needs of Richmond’s diverse population.

The strategy will be developed under the direction of a project team and Advisory Committee and will utilize data-informed and evidence-based research with input from the community. The development of the strategy will be divided into four phases:

1. Phase One: Establish a Social Development Strategy Advisory Committee, conduct background research and develop guiding principles (in progress);
2. Phase Two: Conduct initial community engagement and develop draft strategic actions;
3. Phase Three: Develop a draft Social Development Strategy and seek public input; and
4. Phase Four: Finalize the Social Development Strategy.

The purpose of this report is to seek Council’s approval of the draft guiding principles that will help shape the development of a draft Social Development Strategy.

This report supports Council’s Strategic Plan 2022–2026 Strategy #1 Proactive in Stakeholder and Civic Engagement:

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

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

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

*6.1 Advance a variety of programs, services and community amenities to support diverse needs and interests and activate the community.*

*6.3 Foster intercultural harmony, community belonging and social connections.*

*6.4 Support vulnerable populations through collaborative and sustainable programs and services.*

## **Analysis**

The draft guiding principles were developed in collaboration with the Social Development Strategy Advisory Committee, which consists of representatives from key City departments and Richmond-based community organizations that provide a broad range of social services, including:

- City Centre Community Association
- Richmond Addiction Services Society
- Richmond Centre for Disability
- Richmond Family Place
- Richmond Multicultural Community Services
- Richmond Public Library
- Richmond School District
- Turning Point Recovery Society
- Vancouver Coastal Health

The Social Development Strategy Advisory Committee was formed to support the development of the new strategy and provide subject matter expertise on the diverse needs of community members. Other community organizations will be involved throughout the public engagement process.

## **Guiding Principles**

Guiding principles are a set of values that establish a framework for expected behaviour and decision-making. They are intended to help guide the project team and the Advisory Committee through the different phases of the project. The following draft guiding principles are proposed to inform the development of a draft Social Development Strategy for Richmond.

1. **People-Centred:** Ensure the people who live, work, learn and play in Richmond are at the centre of the strategy's development and implementation. This includes utilizing an evidence-based and data-informed approach, considering both quantitative and qualitative information that values people's knowledge and lived experiences.
2. **Collective Impact:** Develop a shared vision with aligned strategic actions that promote collaboration across the community to draw on strengths from various levels of government, community agencies, non-profit organizations, the private sector and individual residents to achieve the best possible social outcomes for the Richmond community.
3. **Overarching Framework:** Provide an overarching framework to guide the City's approach in addressing city-wide issues related to social development and align with existing City strategies, plans and policies that address and affect social development.
4. **Inclusive and Accessible:** Commit to and facilitate public engagement processes that are inclusive and accessible that allow for a wide range of experiences and perspectives to be heard and considered in the design, implementation and evaluation of the strategy.
5. **Accountable:** Consider the roles and mandates of those involved in implementing the strategy to ensure actions and mechanisms for demonstrating progress and social impact are reliable, realistic and transparent.
6. **Responsive:** Ensure the strategy is based on current need, while being future-focused and proactive and developed in a manner that allows for agile, innovative and responsive action.

The draft guiding principles are intended to inform the development of the draft Social Development Strategy and guide the project team and Advisory Committee when making decisions, planning engagement activities and considering actions for the draft strategy.

#### Next Steps

Upon City Council endorsement of the proposed guiding principles, staff will undertake initial broad engagement activities that may include interviews, focus groups, pop-up events and a survey that would seek to understand the community's diverse social needs and priorities that will be considered in the development of the draft strategy.

Staff are working towards presenting a draft Social Development Strategy to City Council in the fourth quarter of 2023 for Council's consideration prior to seeking public input. Subsequently, the final draft of the Social Development Strategy, including public feedback on the draft strategy, will be presented to City Council for its consideration in the second quarter of 2024.

#### **Financial Impact**

None.



## Conclusion

The guiding principles proposed in this report will set a strong foundation to help guide the project team and the Advisory Committee in creating the draft Social Development Strategy. Building on and advancing the progress made on the 2013–2022 Social Development Strategy, the new strategy will help sustain and enhance a vibrant, equitable and inclusive Richmond, and inform the City’s approach to responding to and addressing social matters in the community.



Claire Adamson  
Manager, Community Social Development  
(604-247-4482)



Dorothy Jo  
Program Manager, Social Planning  
(604-276-4391)



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** March 2, 2023  
**From:** Kim Somerville **File:** 08-4057-05/2023-Vol 01  
Director, Community Social Development  
**Re:** **Housing Agreement Bylaw No. 10300 to Permit the City of Richmond to Secure Affordable Housing Units at 8100, 8120 and 8180 Westminster Highway**

### Staff Recommendation

That Housing Agreement (8100, 8120 and 8180 Westminster Highway) Bylaw No. 10300 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit DP 19-878817, be introduced and given first, second and third readings.

Kim Somerville  
Director, Community Social Development  
(604-247-4671)

Att. 1

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

## Staff Report

### Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10300 to secure at least 967 m<sup>2</sup> (10,409 ft<sup>2</sup>) of floor area comprised of 16 affordable housing units in the proposed development located at 8100, 8120 and 8180 Westminster Highway (Attachment 1).

The applicant, 1176782 BC Ltd., has applied to the City for a Development Permit (DP 19-878817) to develop a 15-storey concrete high-rise tower with 130 dwelling units, including 16 affordable housing units and is consistent with the City's Affordable Housing Strategy 2017–2027. The Director of the numbered company, 1176782 BC Ltd., is Chi Qiu Zhang. Chi Qiu Zhang is also co-director of Rise-Sun North America Real Estate Ltd. The Development Permit for the subject development was endorsed by the Development Permit Panel on August 25, 2021 and complies with the contribution rate for affordable housing at that time which was 10 per cent of residential floor area. Because there is no rezoning associated with this development, it is not required to provide 15% of residential floor area as affordable housing units.

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

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

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

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

*Strategic Direction #1: Expand Housing Choices*

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

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

### Analysis

The subject development proposes the construction of 130 residential units, including 16 affordable housing units in the building. As the applicant has entered into a preliminary Memorandum of Understanding with S.U.C.C.E.S.S., an experienced non-profit housing operator, to manage the development's affordable housing units, the City has accepted clustering of the affordable housing units on Level 4 and Level 7 of the proposed building.

The proposed affordable housing units meet the requirements of the City's Affordable Housing Strategy. The habitable area of the 16 affordable housing units proposed represent approximately 10 per cent of the development's total residential floor area. Five units will be family-friendly, two and three-bedroom units, and the remaining 11 units will be studio and one-bedroom units. The affordable housing units in the building are anticipated to be delivered as shown in Table 1. Eighty-eight per cent of the affordable housing units are proposed to be built to include Basic Universal Housing (BUH) features.

Table 1: Proposed Unit Specifics

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
Studio	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811	\$34,650 or less	1 (6%)
1-BR	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	10 (63%)
2-BR	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	4 (25%)
3-BR	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480	\$58,050 or less	1 (6%)
<b>TOTAL</b>	<b>1,019 m<sup>2</sup> (10,970 ft<sup>2</sup>)</b>			<b>16</b>

\*To be adjusted annually based on the terms of the Housing Agreement.

The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. In addition, the Agreement restricts the owner from imposing any age-based restrictions on the tenants of the affordable housing units.

The Housing Agreement specifies that occupants of the affordable rental housing units shall have unlimited access to all indoor and outdoor residential amenity spaces as well as all associated shared facilities (e.g. visitor parking) in the development. Affordable housing tenants will not be charged any additional fees including parking fees, strata fees, amenity fees and move-in/move-out fees. In order to ensure that the owner is managing the affordable housing units according to the terms outlined in the Housing Agreement, the agreement permits the City to conduct a statutory declaration process no more than once a year. Should the owner choose to sell the affordable housing units, the Housing Agreement requires that all 16 units be sold to a single owner.

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on Title to secure the 16 affordable rental units.

### Financial Impact

None.

March 2, 2023

- 4 -

### **Conclusion**

In accordance with the Local Government Act (Section 483), adoption of Bylaw No. 10300 is required to permit the City to enter into a Housing Agreement. Together with the Housing Covenant, this will act to secure 16 affordable rental units that are proposed in association with Development Permit DP 19-878817.

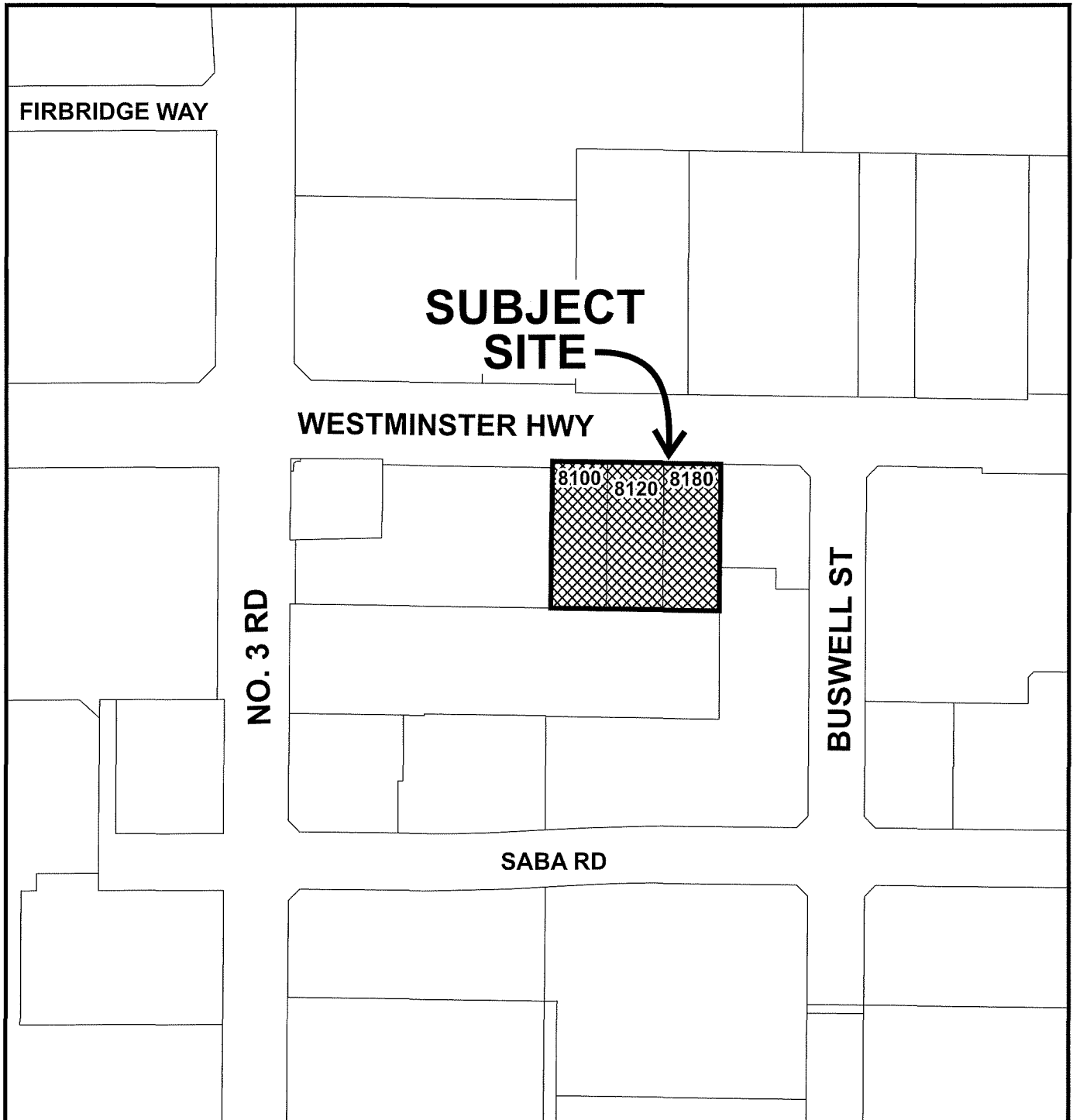
A handwritten signature in black ink, appearing to read 'Oren Newson', with a long horizontal flourish extending to the right.

Oren Newson  
Planner 2, Affordable Housing  
(604-204-8648)

Att. 1: Map of 8100, 8120 and 8180 Westminster Highway



City of  
Richmond



8100, 8120 and  
8180 Westminster Hwy

PLN - 72

Original Date: 02/28/23

Revision Date:

Note: Dimensions are in METRES





**Housing Agreement (8100, 8120 and 8180 Westminster Highway) Bylaw  
No. 10300**

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:

PID: 004-060-547, Lot 1, Block 4N, Plan NWP8649, Section 9, Range 6W, Land District 36

PID: 011-316-454, Lot 2, Block 4N, Plan NWP8649, Section 9, Range 6W, Land District 36

PID: 011-316-462, Lot 3, Block 4N, Plan NWP8649, Section 9, Range 6W, Land District 36

2. This Bylaw is cited as **"Housing Agreement (8100, 8120 and 8180 Westminster Highway) Bylaw No. 10300"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

Schedule A

**To Housing Agreement (8100, 8120 and 8180 Westminster Highway) Bylaw No. 10300**

HOUSING AGREEMENT 1176782 BC LTD. AND CITY OF RICHMOND

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

**THIS AGREEMENT** is dated for reference February 28, 2023,

**BETWEEN:**

**1176782 B.C. LTD.** (Incorporation No. BC1176782), a corporation pursuant to the *Business Corporations Act* and having an address at 400-999 West Broadway, Vancouver, British Columbia, V5Z 1K5

(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; and
- D. The Owner and the City wish to enter into this 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:

Housing Agreement (Section 483 *Local Government Act*)  
1176782 B.C. LTD. (Inc. No. BC1176782)  
8100, 8120 and 8180 Westminster Highway  
Application No. DP 19-878817  
DP Condition No. 21  
V.3

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units 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 and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (d) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (e) **"City"** means the City of Richmond;
- (f) **"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;
- (g) **"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, or all Tenants of Affordable Housing Units in the Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage, fitness facilities, outdoor recreation facilities, and related access routes;
- (h) **"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;
- (i) **"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;
- (j) **"Development"** means the high-rise mixed-use development containing commercial space and residential units on the Lands;

- (k) **"Development Permit"** means the development permit authorizing the development of the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 19-878817;
- (l) **"Director, Community Social Development"** means the individual appointed to be the Director, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (m) **"Director of Development"** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (n) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes 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;
- (o) **"Eligible Tenant"** means a Family having a cumulative gross annual income of:
  - (i) in respect to a studio unit, \$34,650.00 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
  - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less,

provided that, commencing January 1, 2019, the annual incomes set out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (p) **"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;
- (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*) registered against title to the Lands in connection with the Development Permit;
- (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, collectively, the lands and premises located at 8100, 8120 and 8180 Westminster Highway, Richmond, B.C., legally described as:
  - (i) PID: 011-316-462  
Lot 3 Section 9 Block 4 North Range 6 West New Westminster District Plan 8649;
  - (ii) PID: 011-316-454  
Lot 2 Section 9 Block 4 North Range 6 West New Westminster District Plan 8649; and
  - (iii) PID: 004-060-547  
Lot 1 Section 9 Block 4 North Range 6 West New Westminster District Plan 8649;
- (v) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **"Lot 1"** means Lot 1 Section 9 Block 4 North Range 6 West New Westminster District Plan EPP114542 to be created by the subdivision of the Lands;
- (x) **"LTO"** means the New Westminster Land Title Office or its successor;
- (y) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **"Permitted Rent"** means no greater than:
  - (i) \$811.00 (exclusive of GST) a month for a studio unit;
  - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,



provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society). If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (aa) "**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;
- (bb) "**Residential Tenancy Act**" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) "**Residential Tenancy Regulation**" means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (dd) "**Strata Property Act**" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) "**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*;
- (ff) "**Tenancy Agreement**" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (gg) "**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;

Housing Agreement (Section 483 Local Government Act)  
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- (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; and
- (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".

## 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. 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

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- 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 a Development Permit unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit 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 Lands and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or Building constructed on the Lands until all of the following conditions are satisfied:
    - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
    - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; 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 development of the Lands; 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, Community Social Development 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 Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units 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 one Building;
  - (b) the Owner will not Subdivide that portion of the Lands which is to comprise Lot 1 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 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 for 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

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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 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) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit 18 years of age and under;
- (iv) 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 Lands, the Owner 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, the non-profit organization retained pursuant to this Section 3.5 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this Section 3.5.

- 3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
  - (vi) property or similar tax;

provided, however, that if the Affordable 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:

  - (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
  - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(o) of this Agreement;



- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(o) 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 and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- 3.8 The Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.
- 3.9 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

#### **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 Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect.
- 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.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## **ARTICLE 6 DEFAULT AND REMEDIES**

6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
- (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.5); or
- (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

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

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units.

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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;
- (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. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

## 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 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 Lands, 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 that portion of the Lands to comprise Lot 1 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, 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 or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement:

- (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 Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; 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.

## 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 in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands 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 Lands; 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 will survive termination or discharge of this Agreement, including but not limited to sections 7.5 and 7.6 above.

#### **7.8 Priority**

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

#### **7.9 City's Powers Unaffected**

This Agreement does not:

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

#### **7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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



**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

Copy to: City Solicitor and the Director, Community Social Development  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

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agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

## 7.24 Limitation on Owner's Obligations

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

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

**1176782 B.C. LTD. (INC. NO. BC1176782)**

by its authorized signatory(ies):

Per: \_\_\_\_\_

Name: CHI QIU ZHANG

Per: \_\_\_\_\_

Name: \_\_\_\_\_

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_

Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_

Claudia Jesson, Corporate Officer

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

## Schedule A to Housing Agreement

**STATUTORY DECLARATION**  
**(Affordable Housing Units)**

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

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) 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\_\_\_\_\_

(Signature of Declarant)

Name:

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

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

APPENDIX A

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:											
Property Management Company:		Property Manager Email:		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)													
Unit and Household Information				Income and Rent													
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 Under (#)	Total Number of Occupants 55 years and Over (#)	Starting Year of Tenancy	Before-tax Total Income(s) (if Occupant is 18+ Years) (Provide one response per occupant)	Income Verification (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18+	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	\$	\$	\$	\$	\$	
1				No				\$22,764	Yes								
2				No				\$0	Yes								
3				No				\$7,825	Yes								
4																	
5																	
6																	

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