



**Planning Committee
Electronic Meeting**

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

**Wednesday, April 8, 2026
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-5 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on March 17, 2026.*



NEXT COMMITTEE MEETING DATE

April 21, 2026, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY STEPHEN EASTERBROOK FOR AN AGRICULTURAL LAND RESERVE NON-ADHERING RESIDENTIAL USE AND REZONING AT 17720 RIVER ROAD FROM "AGRICULTURE (AG1)" ZONE TO "AGRICULTURE (AG3)" ZONE**

(File Ref. No. RZ 25-015421; AG 25-016791) (REDMS No. 8218100)

PLN-9

See Page PLN-9 for full report

Designated Speakers: James Hnatowich & Chris Bishop

STAFF RECOMMENDATIONS

- (1) *That the application by Stephen Easterbrook for an Agricultural Land Reserve Non-Adhering Residential Use to allow full-time farm labour accommodation at 17720 River Road be forwarded to the Agricultural Land Commission; and*
- (2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10733, for the rezoning of 17720 River Road from “Agriculture (AG1)” zone to “Agriculture (AG3)” zone to permit full-time farm labour accommodation, be introduced and given first reading.*



- 2. **APPLICATION BY 1260479 BC LTD. FOR REZONING AT 9600/9620 GARDEN CITY ROAD FROM THE "TWO-UNIT DWELLINGS (RD1)" ZONE TO THE "LOW DENSITY TOWNHOUSES (RTL4)" ZONE**
(File Ref. No. RZ 21-933877) (REDMS No. 8339580)

PLN-34

[See Page PLN-34 for full report](#)

Designated Speakers: Cynthia Lussier & Chris Bishop

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10746, for the rezoning of 9600/9620 Garden City Road from the “Two-Unit Dwellings (RD1)” zone to the “Low Density Townhouses (RTL4)” zone, be introduced and given first, second and third reading.



- 3. **APPLICATION BY LESLIE GORDON FOR A TEMPORARY COMMERCIAL USE PERMIT AT 7791 STEVESTON HIGHWAY**
(File Ref. No. TU 26-002761) (REDMS No. 8325309)

PLN-60

[See Page PLN-60 for full report](#)

Designated Speakers: Mark Tennenhouse & Andrew Norton

STAFF RECOMMENDATIONS

- (1) *That the application by Leslie Gordon for a Temporary Commercial Use Permit for the property at 7791 Steveston Highway, to allow “retail, second hand” as a permitted use, be considered for a period of three years from the date of issuance; and*

Pg. # ITEM

- (2) *That this application be forwarded to the May 19, 2026, Public Hearing at 5:30pm in the Council Chambers of Richmond City Hall.*



4. **REVIEW OF EXISTING AIRCRAFT NOISE SENSITIVE LAND USE POLICIES AND CONSIDERATION OF THE MERITS AND IMPLICATIONS OF SUPPORTING NEW RESIDENTIAL DEVELOPMENT IN AFFECTED AREAS**

(File Ref. No. 08-4045-30-02) (REDMS No. 8343643)

PLN-70

[See Page PLN-70 for full report](#)

Designated Speakers: Diana Nikolic & John Hopkins

STAFF RECOMMENDATION

That the existing approach applied in the Aberdeen and Bridgeport Village area (Option 1) as outlined in the report titled “Review of Existing Aircraft Noise Sensitive Land Use Policies and Consideration of the Merits and Implications of Supporting New Residential Development in Affected Areas”, dated March 20, 2026, from the Director, Policy Planning, be preserved at this time.



DEPUTY CAO'S OFFICE

5. **HOUSING AGREEMENT AMENDMENT APPLICATION FOR 7557 CST. JIMMY NG ROAD (FORMERLY 6551 NO. 3 ROAD)**

(File Ref. No. 08-4057-05) (REDMS No. 8277021)

PLN-91

[See Page PLN-91 for full report](#)

Designated Speakers: Greg Newman & Laurel Eyton

STAFF RECOMMENDATION

That Housing Agreement (Affordable Housing) (6551 No.3 Road) Bylaw No. 9952, Amendment Bylaw 10708 be introduced and given first, second, and third readings.



6. **MANAGER'S REPORT**

Pg. #

ITEM

ADJOURNMENT





Planning Committee

- Date: Tuesday, March 17, 2026
- Place: Anderson Room
Richmond City Hall
- Present: Mayor Malcolm Brodie
Councillor Bill McNulty, Chair
Councillor Carol Day
- Absent: Councillor Andy Hobbs
Councillor Alexa Loo
- Also Present: Councillor Laura Gillanders (by teleconference)
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 March 3, 2026, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY SULTAN HUSSAIN FOR REZONING AT 10391/10411 BIRD ROAD FROM THE “SMALL-SCALE MULTI-UNIT HOUSING (RSM/L)” ZONE TO THE “SMALL-SCALE MULTI-UNIT HOUSING (RSM/M)” ZONE**

(File Ref. No. RZ 21-938041) (REDMS No. 8300035)

A brief discussion ensued regarding tree retention and replacement, with staff noting that prior to applying for rezoning, a multi-stemmed fruit tree and a hemlock were removed from the property without a permit and fines were issued to and paid by the owner.

Planning Committee
Tuesday, March 17, 2026

In response to queries from Committee, staff advised that (i) there is no additional Floor Area Ratio considerations by way of subdividing an existing lot into two lots and (ii) the City's zoning bylaw allows the construction of up to four dwelling units per lot.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10742, for the rezoning of 10391/10411 Bird Road from the "Small-Scale Multi-Unit Housing (RSM/L)" zone to the "Small-Scale Multi-Unit Housing (RSM/M)" zone, be introduced and given first, second and third reading.

CARRIED

2. RICHMOND HERITAGE COMMISSION 2025 ANNUAL REPORT AND 2026 WORK PROGRAM AND BUDGET ALLOCATION

(File Ref. No. 01-0100-30-HCOM1-01) (REDMS No. 8315095)

It was moved and seconded

(1) That the Richmond Heritage Commission 2025 Annual Report, as presented in the report titled "Richmond Heritage Commission 2025 Annual Report and 2026 Work Program and Budget Allocation" dated February 17, 2026 from the Director, Policy Planning, be received for information; and

(2) That the Richmond Heritage Commission's 2026 Work Program and Budget Allocation be approved.

CARRIED

3. HOUSING TARGET ORDER

(File Ref. No. 12-8360-01) (REDMS No. 8296448)

Staff advised that (i) the Housing Target Progress Report will reference City reports outlining initiatives to facilitate housing development and (ii) in addition to the information outlined in the staff report and required Provincial reporting, approximately 4,500 approved housing units have not yet proceeded to construction, and a further ~1,800 units are under construction with active building permits.

In response to a query from Committee, staff advised that (i) rental affordability is a guideline and is not part of the official Housing Target Order (HTO) and (ii) the HTO reflects total net new housing units.

It was moved and seconded

(1) That the completed Housing Target Progress Report be forwarded to the BC Ministry of Housing and Municipal Affairs; and

(2) That the Housing Target Progress Report be published on the City of Richmond website.

CARRIED

2.

Planning Committee
Tuesday, March 17, 2026

4. **LOCAL GOVERNMENT DEVELOPMENT APPROVALS PROGRAM
– 2026 UBCM GRANT APPLICATION**

(File Ref. No. 12-8360-01) (REDMS No. 8327589)

In response to a query from Committee, staff advised that the “Build it Right. Here.” business improvements project aims to simplify and modernize the assessment of construction compliance and the issuance of building occupancies in Richmond, which will streamline and speed up the development approvals process.

It was moved and seconded

- (1) *That the application to the Union of British Columbia Municipalities (UBCM) Local Government Development Approvals Program funding stream, as outlined in the report titled “Local Government Development Approvals Program - 2026 UBCM Grant Application” dated March 3, 2026, from the Director, Building Approvals, be endorsed; and*
- (2) *That, should the grant application be successful, the Chief Administrative Officer and the General Manager, Planning and Development, be authorized to execute the funding agreement with UBCM on behalf of the City, and the Consolidated 5 Year Financial Plan (2026-2030) be amended accordingly.*

CARRIED

DEPUTY CAO'S OFFICE

5. **HOUSING AGREEMENT AMENDMENT APPLICATION FOR 10388
NO 2 ROAD (FORMERLY 10440 AND 10460 NO. 2 ROAD)**

(File Ref. No. 08-4057-05) (REDMS No. 8276087)

A brief discussion ensued regarding Canada Mortgage and Housing Corporation average market rents, which are released annually, typically in December.

It was moved and seconded

That Housing Agreement (10440 and 10460 No. 2 Road) Bylaw No. 9246, Amendment Bylaw No. 10691 be introduced and given first, second, and third readings.

CARRIED

Planning Committee
Tuesday, March 17, 2026

6. **MANAGER'S REPORT**

(i) Applicant-Led Public Information Session for the Rezoning Application at 13131, 13111, 13031, 12931 and 12771 No. 2 Road

Staff advised that Jim Pattison Developments hosted a drop-in style public information session on March 12, 2026 with over 150 members of the public attending. A full summary, including comments submitted through the developer's online survey, will be provided to City staff as part of the rezoning application process and brought forward to Committee and Council for consideration. Additionally, public correspondence received during the process will be responded to and included in staff's analysis.

In response to queries from Committee, staff advised that (i) City staff attended and provided process related information, (ii) the rezoning application must still proceed to Council for consideration, including a Public Hearing, (iii) the applicant has revised the original proposal in response to early Council input, including reducing overall massing and height, (iv) signage has been posted on the property advising when the public may provide further input through the process, and (v) the existing light industrial zoning remains, and if a residential (mixed tenure) and commercial mixed-use development proposal does not proceed, the applicant may revert to a storage facility or other light industrial use.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:18 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 17, 2026.

Councillor Bill McNulty
Chair

Shannon Unrau
Legislative Services Associate



To: Planning Committee
From: Joshua Reis
Director, Development

Date: March 25, 2026
File: RZ 25-015421
AG 25-016791

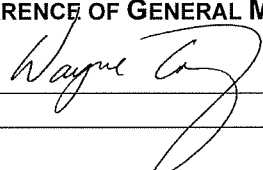
Re: Application by Stephen Easterbrook for an Agricultural Land Reserve Non-Adhering Residential Use and Rezoning at 17720 River Road from "Agriculture (AG1)" Zone to "Agriculture (AG3)" Zone

Staff Recommendations

1. That the application by Stephen Easterbrook for an Agricultural Land Reserve Non-Adhering Residential Use to allow full-time farm labour accommodation at 17720 River Road be forwarded to the Agricultural Land Commission; and
2. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10733, for the rezoning of 17720 River Road from "Agriculture (AG1)" zone to "Agriculture (AG3)" zone to permit full-time farm labour accommodation, be introduced and given first reading.

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

JR;jh
Att. 6

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

Staff Report

Origin

Stephen Easterbrook (Easterbrook Milling Co Ltd.) has submitted an Agricultural Land Reserve (ALR) Non-Adhering Residential Use (NARU) application (AG 25-016791) and a rezoning Application (RZ 25-015421) to rezone the parcel at 17720 River Road from the “Agriculture (AG1)” zone the “Agriculture (AG3)” zone to allow an existing secondary residential structure (referenced as the original dwelling within this report) on the property to be used for full-time farm labour accommodation. A location map and aerial photograph are provided in Attachment 1. The subject property is currently occupied by two single-family dwellings, and an active farm operation and is currently constructing a 3,875 m² poultry barn to transition the main egg processing operation from the adjacent property to the subject site.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is found in Attachment 2.

Surrounding Development

To the North: Across River Road, a lot zoned “Agriculture (AG1)” and the foreshore and north arm of the Fraser River.

To the South: Across a railyard, properties zoned “Agriculture (AG1)” with active agricultural uses.

To the East: Agricultural operation on an approximately 7.5-acre (3.0 ha) property zoned “Agriculture (AG1)” associated with the subject property and operated by the applicant. The property is owned by the Vancouver Fraser Port Authority (federal jurisdiction) and leased to the applicant for farming purposes.

To the West: Properties zoned “Agriculture (AG1)”, fronting River Road.

Background

There have been a number of recent City approvals and permits issued for the subject property since 2020. The owner has changed and amended their plans over time, based on the evolving needs of their family and farm operation.

New Farmhouse Development Permit (DP 19-876647)

The owner had previously applied for and received a Development Permit (DP) (DP 19-876647) which was issued on September 14, 2020. This DP included Environmentally Sensitive Area (ESA) compensation for the new residential structure, and included a variance to increase the maximum height for the single detached housing from 9.0 m to 11.5 m and to increase the maximum farm house footprint from 60 per cent to 72 per cent of the maximum floor area to accommodate a secondary suite on the ground floor for farm workers.

As part of this application, a legal agreement was registered on Title requiring the demolition of the original dwelling unit prior to receiving final occupancy of the new residential structure. The original dwelling unit has not been removed, and this requirement is being held in abeyance while the current NARU and rezoning application, which seeks authorization to use the original dwelling unit for farm labour accommodation, is under consideration.

A separate legal agreement was registered on Title, which specified the terms of the occupancy for the secondary suite. The applicant has identified the desire to have family members live within the secondary suite contained in the new residential structure. The applicant has indicated that these family members will be employed on the farm in the future. The covenant registered on Title regarding the terms of occupancy permitted the owners' immediate family to reside in the secondary suite, as the farm operation is a multi-generational family business. The applicant's intent is consistent with the legal agreement registered on Title.

In addition, through the application, an ESA covenant was registered on Title that restricts occupancy until the ESA works as approved are completed. The applicant has not completed the ESA compensation that was approved and has indicated their intent to amend the compensation package. Any change to the compensation plan would be required to be considered through a separate future development application.

Watercourse Crossing Permit (DX 20-920917)

In 2020, the owner applied to the City for a new watercourse crossing permit (DX 20-920917), which crosses the Riparian Management Area (RMA) located on the north of the property. The crossing was provided for farm access, as well as to provide access to the new residential structure. As part of approval for the new watercourse crossing, the applicant had agreed to remove the old watercourse crossing (leading to the original dwelling). The old crossing has failed (partial culvert collapse) and is no longer functioning as designed. The new watercourse crossing was permitted, and it has been constructed, but the old watercourse crossing has not been removed. The applicant now wishes to use the original crossing for access to the original dwelling, as it leads directly to the original dwelling and the retention of the crossing minimizes further disturbances to both the ESA and RMA on site. Retention of the old watercourse crossing is considered as part of the subject NARU and rezoning application and should the NARU and Rezoning application be endorsed, the applicant is required to enter into a City work order to repair the watercourse crossing.

New Agricultural Barn Development Variance Permit (DV 25-015419)

The farm operation has historically operated over the subject parcel and the adjacent parcel at 17740 River Road. 17740 River Road is a property leased by the Applicant, with the lease terminating in 2027. With no certainty of a lease extension on the property, the applicant is preparing to transition the farm operation to 17720 River Road.

In June 2025, the owner applied to construct a 3,875m² poultry barn on the subject property to generally expand egg production and replace the existing barn located at 17740 River Road, which is reaching the end of its useful life cycle.

The City issued a Development Variance Permit (DVP) (DV 25-015419) on July 28, 2025, to permit an increase in the cumulative lot coverage for agricultural buildings with impermeable surface flooring from 750 m² to 3,875m² to facilitate construction of a poultry barn on the subject site. The DVP was fast-tracked, in accordance with Council policy and the City's Zoning Bylaw, respecting the construction of concrete structures and promotion of soil-based agriculture for any agricultural building proposing concrete floorings over 750 m² in area. A Building Permit (BP) for the foundation of the structure was issued on September 26, 2025.

Related Policies & Studies

Official Community Plan/Farming First Strategy

The subject site is designated "Agriculture (AGR)" in the Official Community Plan (OCP), which includes those areas where the principal use is agriculture and food production, but may include other land uses as permitted under the *Agricultural Land Commission Act* (ALCA). The proposal is consistent with this designation.

The City's OCP and Farming First Strategy identifies that seasonal farm labour accommodation, as an additional residential use, may be considered so long as the accommodation is accessory to the principal agricultural purpose and helps to support a farm operation in the ALR.

This application is for year-round farm labour accommodation, as the rearing of layer hens and egg production is not seasonal in nature. However, the proposal is generally consistent with the spirit of existing policy supporting farm labour accommodation, and the applicant will be held to the same standard as required for seasonal farm labour accommodations.

Food Security & Agricultural Advisory Committee

The proposal was reviewed and supported by the Food Security and Agricultural Advisory Committee (FSAAC) at its meeting held on November 26, 2025. An excerpt from the November 26, 2025, FSAAC meeting minutes is provided in Attachment 3.

Public Consultation

In accordance with the City's Early Public Notification Policy 1316, notice of the development proposal was provided to residents within 100 metres of the subject site. In addition, 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 early public notification or placement of the rezoning sign on the property. Public notification is not required for the application to the Agricultural Land Commission (ALC).

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

Public notification for the Public Hearing will be provided as per the *Local Government Act* and the City's Zoning Bylaw 8500.

Prior to final adoption of the zoning text amendment bylaw, the applicant is required to pay the cost associated with mailing the Notices of Public Hearing, consistent with the City's consolidated Fees Bylaw No. 8636, as amended.

Analysis

Application to the Agricultural Land Commission

The purpose of the application to the ALC is to allow the original dwelling (generally located in the northwest corner of the subject property) to be used for full-time farm labour accommodation. The application contemplates the ability to move the old dwelling or construct a new dwelling for farm labour in the future. As per the *ALCA*, agricultural land may have no more than one residence per parcel unless permitted by the Commission or the regulations. The ALR Use Regulations permit an additional residence if certain conditions are met. The City's "Agriculture (AG3)" zone permits an additional dwelling for seasonal farm labour accommodations, provided the accommodation is necessary for the farm operation and meets all requirements of the AG3 zone. If an owner wishes to construct an additional residence not permitted by the regulations, the owner must submit a NARU application to the ALC. The *ALCA* also states that the Commission must not grant permission for an additional residence unless the additional residence is necessary for farm use. In considering whether an additional residence is necessary for farm use, the Commission will assess the scale and intensity of the farm operation.

ALC approval of the NARU application is required prior to final adoption of the rezoning bylaw.

Farm Operation

The farming operation includes organic egg production and the rearing of organic egg layer hens, and the applicant has provided evidence that the site is classified as a farm under the BC Assessment Act. The owner has recently received approvals and a BP to construct a 3,875m² barn for the purposes of rearing 14,000-layer hens for egg production. The applicant has identified the need to have farm labourers reside on site who can be available to respond to issues immediately. Delays in response times can lead to disruptions in egg production and potentially lead to the death of layer hens.

The farm operation includes a total of three full-time employees, including the owner, the owner's partner and one full-time domestic employee. The applicant intends to transition the farm operation to his daughter in the future. The owner also hires seasonal part-time workers when and as necessary, who live off-site. The applicant has identified that they employ domestic workers when available but have also retained temporary foreign workers under Immigration Canada's Foreign Worker Program when required.

The subject property is 1.93 ha (4.76 ac) in area. This egg production facility functions similar to a large-scale farming operation, and the applicant has provided a letter from an Agrologist (Attachment 4) identifying the need for additional full-time accommodations to support the existing egg production operations.

The applicant had demonstrated a need for a secondary dwelling unit for the sake of full-time farm labour, and staff have no concerns with a proposed future location, if the structure needs to be relocated.

On-Site Farm Labour Accommodation

There are two existing residential structures on site. A new single-family residential structure with a secondary suite has been constructed but has not received final occupancy.

In addition to the new residential structure, there exists the original dwelling. Currently, the owner reports that there is a family of three living in this building, with the father and son being employed at the farm. The original dwelling is approximately 113 m² (1,216 ft²) in total floor area, with 65 m² (700 ft²) used for living space and 48 m² (516 ft²) for a garage. The garage is used for storage of farm equipment. As part of the previously approved DP issued on site, a legal agreement was registered on Title requiring the removal of the original dwelling prior to receiving occupancy of the new residential structure. Prior to rezoning bylaw adoption, this agreement is required to be discharged from title and securities released back to the applicant.

At the time of the previous DP, the City also registered a no-build covenant which restricts development, including the construction of new buildings or structures, within the front 16 m of the site. This covenant was registered as a means of ensuring any development of the property would not conflict with future diking improvements and raising to be constructed by the City.

During a joint inspection by Richmond Fire-Rescue and Building Approvals, a number of non-permitted construction or renovations were identified within the original dwelling, including:

- An enclosed patio washing machine area, including plumbing for the washing machine;
- Removal of a wall between the utility room and kitchen; and
- Wood frame closet containing a hot water tank.

Prior to Rezoning adoption, the applicant will be required to apply for BPs in order to have the works approved and inspected or remove all unauthorized construction. Modification of the existing no-build covenant, which restricts development within the front 16 m of the site, will need to be modified to permit the works requiring permits, as well as to permit ongoing maintenance of the original dwelling, and works on the watercourse crossing discussed in the section below.

As the original dwelling is located in the proximity of the future dike, there is the possibility that the original dwelling may need to be relocated or removed in the future to accommodate future dike works by the City. The applicant has identified a proposed general future location (Attachment 5) and seeks to gain approval from both the City and ALC for this alternative general location if the existing structure is relocated to accommodate the future dike works. The proposed future location of a structure, if required, would need to comply with all zoning and ALC regulations.

Rezoning Application

The City's "Agriculture (AG1)" zone limits the number of residences to one residence per parcel. The City's "Agriculture (AG3)" zone allows seasonal farm labour accommodation, in addition to the principal residence. This proposal includes rezoning the subject site from "Agriculture (AG1)" to "Agriculture (AG3)" and provides a site-specific exception to permit full-time farm labour accommodation.

The "Agriculture (AG3)" zone includes a number of provisions related to seasonal farm labour, including requiring a minimum farm operation size of 8.09 ha. This provision was included to ensure that additional residences are targeted for large-scale farming operations where additional farm labour accommodations are necessary. Although the subject parcel falls below the minimum site size typically required to support a sufficiently sized farming operation that would justify the need for an additional residential structure, the applicant has demonstrated that egg production is a unique farming operation which can be concentrated on a smaller area than typical soil-based agriculture.

The proposed amendment would permit full-time farm labour accommodation on the site in a dwelling of up to 116.2 m² (1,250 ft²), generally consistent with the size of the original dwelling unit.

A legal agreement is required to be registered on Title prior to final adoption of the rezoning bylaw to secure the following requirements as identified in the AG3 zone. The site and improvements must:

- Adhere to all relevant components of the Building Code and the City's Building Regulation;
- Are subject to inspections by the City during any 12-month period to ensure that occupation is in compliance with the regulations;
- Remove all areas used for farm labour accommodation when these are no longer required by the farm operation, and the site must be restored to its original, pre-development state; and
- Commitment to the removal of the farm labour accommodations and restoration of the property to its original state are to be the sole responsibility of the property owner.

Financial Impact

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

Conclusion

Stephen Easterbrook (Easterbrook Milling Co Ltd.) has submitted an ALR NARU application (AG 25-016791) and a rezoning application (RZ 25-015421) to allow the original dwelling to be used as a farm labour accommodation at 17720 River Road, and to gain permission for an alternative location if the original dwelling needs to be moved, or replaced in the future.

March 25, 2026

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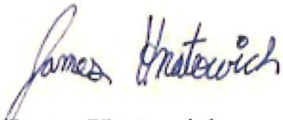
RZ 25-015421

AG 25-016791

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

The proposal complies with the spirit of applicable City's policies and land use designations contained in the OCP relative to agricultural use and intent.

On this basis, it is recommended that the ALR NARU application be forwarded to the ALC and that Richmond Zoning Bylaw 8500, Amendment Bylaw 10733 be introduced and given first reading.



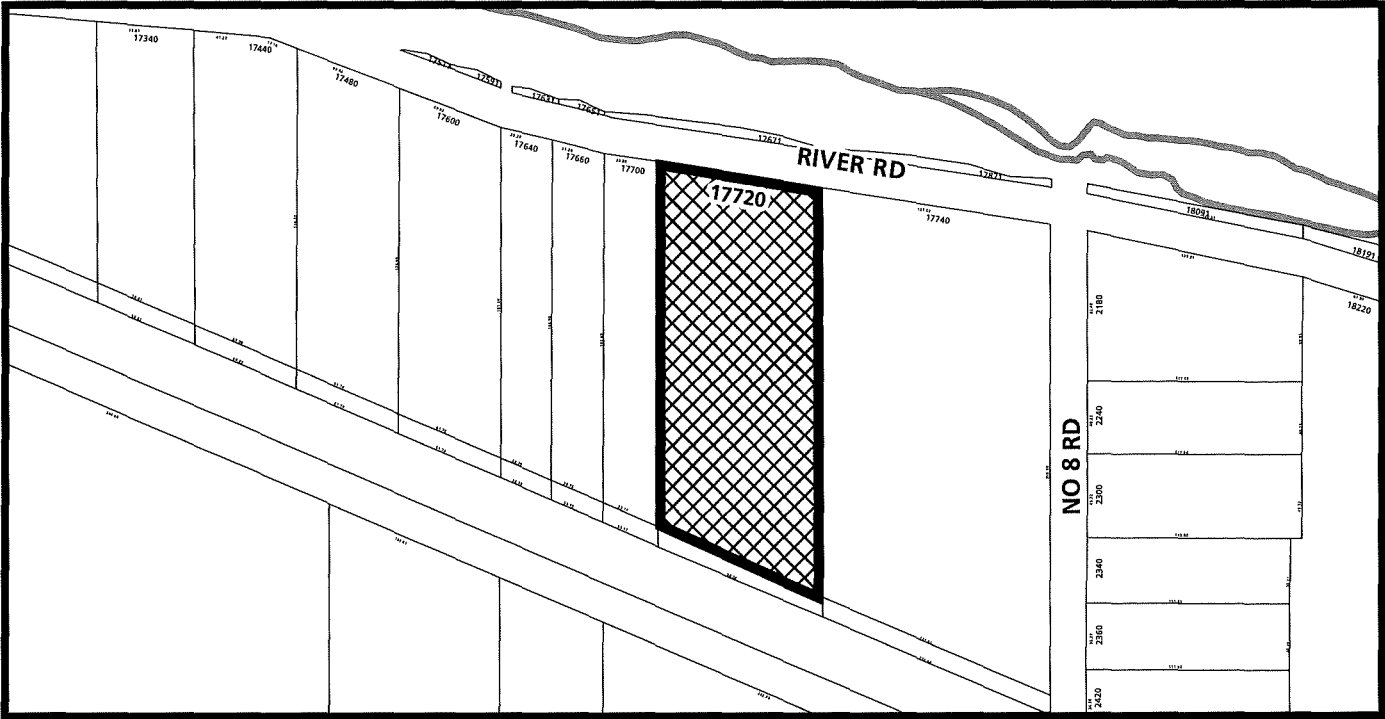
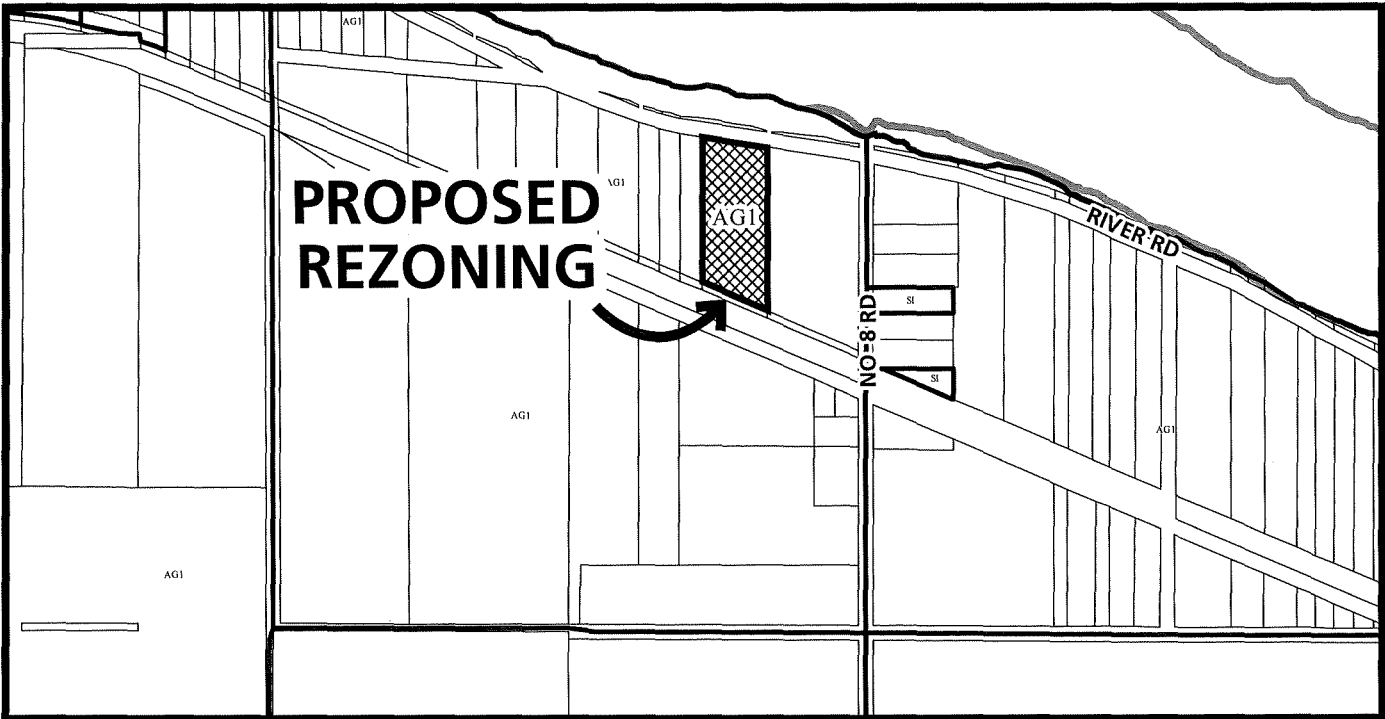
James Hnatowich
Planner 1
(604-247-4911)

JH:cas

- Att. 1: Location Map
2: Development Application Data Sheet
3: Excerpt from the Meeting Minutes of the FSAAC (November 26, 2025)
4: Agrologist Letter
5: Proposed General Location of Future Structure
6: Rezoning Considerations



City of Richmond



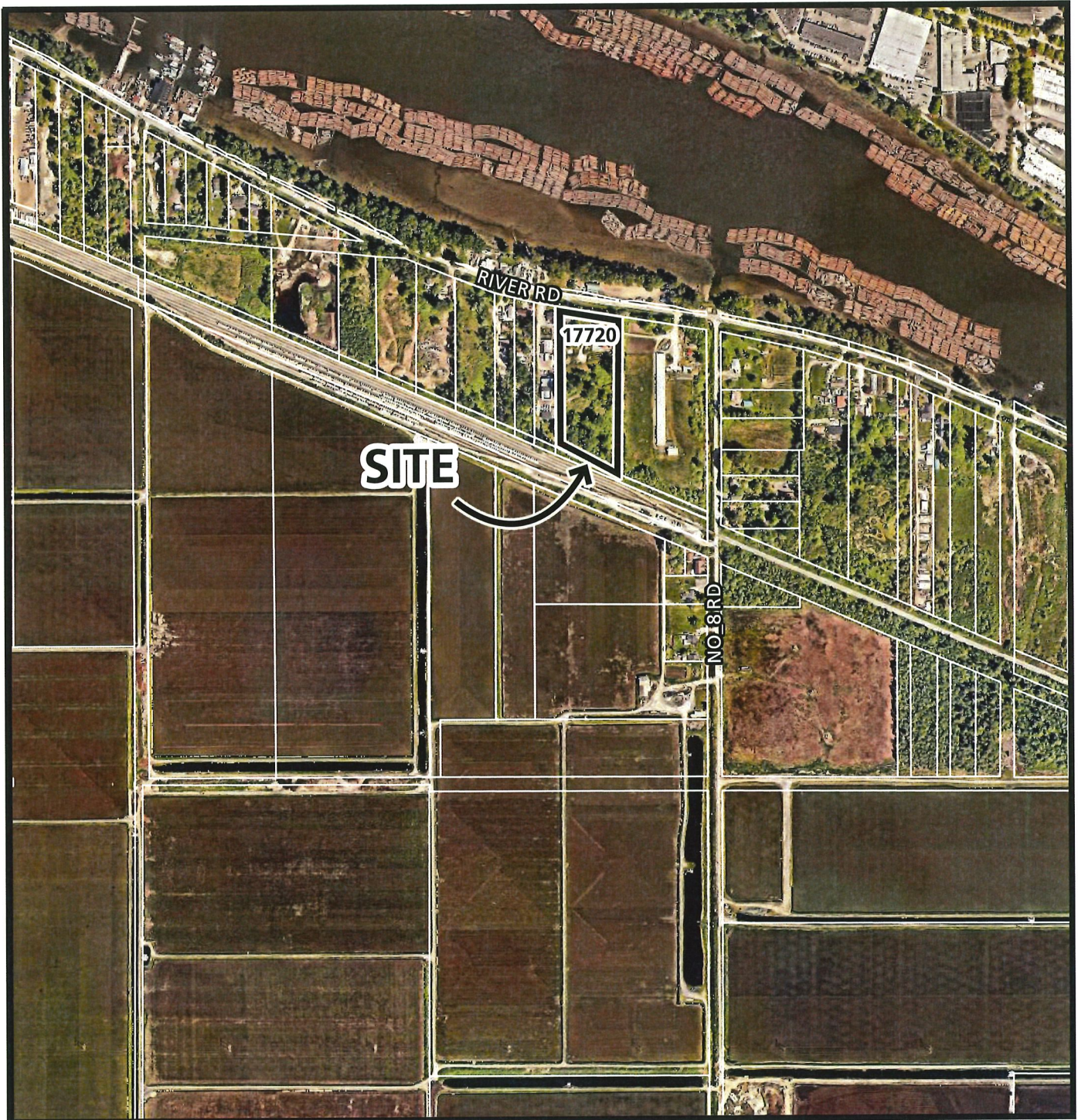
RZ 25-015421

Original Date: 05/27/25
Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 25-015421

Original Date: 06/05/25
Revision Date:

Note: Dimensions are in METRES



City of
Richmond

Proposed Labour
Accommodation/
Original Dwelling

New Residential Structure



AG 25-016791

Original Date: 12/11/25
Revision Date: 12/11/25

Note: Dimensions are in METRES



RZ 25-015421/ AG 25-016791

Attachment 2

Address: 17720 River Road

Applicant: Stephen Easterbrook

Planning Area(s): East Richmond

	Existing	Proposed
Owner:	Easterbrook Milling Co. Ltd	No Change
Site Size (m²):	19,263 m ² (4.76 ac / 1.93 ha)	No Change
Land Uses:	Single-family residential and agriculture	Single-family residential, agricultural, and farm labour accommodation
Zoning:	Agriculture (AG1)	Agriculture (AG3)
OCP Designation:	Agriculture (AGR)	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Location of farm labour accommodation	On the same lot as an existing single detached housing	Complies	None
Number of Farm Labour accommodation structures	Max 1	1	None
Floor Area- Building	Max. 400 m ²	Complies	None
Floor Area- Occupant	Min. 10 m ² per occupant	Complies	None
Density, setbacks, and height:	Consistent with single detached housing requirements	Complies	None



Excerpt from the Meeting Minutes of the Food Security and Agricultural Advisory Committee (FSAAC)

Held Wednesday, November 26, 2025 (7:00 pm)
Microsoft Teams

Non-Adhering Residential Use (NARU) and Rezoning Application

James Hnatowich, Policy Planning, introduced the proposal and provided the following comments:

- The ALR Use Regulation permits an additional residence on ALR land in circumstances where certain conditions are met. If an owner wishes to have an additional residence not permitted by the regulations, the owner must make a NARU application to the Agricultural Land Commission (ALC). That is the case for this application.
- The applicant had previously agreed to demolish an existing structure located on site, as part of a Development Variance application for a new residential structure located on the parcel.
- The applicant is now proposing to retain the existing residential structure located on site to be used for full time farm labour. As per the Official Community Plan, seasonal farm labour accommodations, as an additional residential use, may be considered provided they are required for the farm operation. There is no policy to support full time farm labour, however, staff feel the spirit of existing regulations is to consider additional dwelling units provided they are necessary for the farm operation.
- The “Agriculture (AG3)” zone permits an additional residential structure if used as a seasonal farm labour accommodation. However, the “Agriculture (AG3)” zone requires the farm operation to be a minimum size of 8.09 ha, exceeding the size of the applicant’s farm operation. The size restriction was established to ensure that additional residences for farm labour are considered for large farming operations which require on site labour accommodations.
- Staff are seeking input from FSAAS on the use of the additional residence as farm labour accommodation, as it related to the proposed farm operation.

The applicant, Stephen Easterbrook, provided a presentation on the application identifying:

- The farm operation includes a new barn for 14,000 hens to replace the previous hen barn which housed 8,000 hens.
- The applicant and wife are to live in the new residential structure. The applicant’s daughter, who intends to take over the farming operation, will live in the secondary suite in the new residential structure, which is consistent with what was agreed to in the processing of the previous Development Variance permit for the new house.

- The older residence is currently occupied by farm workers and will continue to be occupied by farm workers.
- Livestock operations are intensive operations, which require constant monitoring. Delays in response times not only can lead to disruptions in production, but the death of livestock.
- Livestock operations involve a smaller footprint than other forms of farming, and size of parcels for livestock operations are not indicative of the need for additional labour.
- An Agrolgoist report was completed identifying that there is a real need to have additional labourers residing on site and justifies the need for the additional labour accommodation.

In response to questions from FSAAC members, the applicant provided the following comments:

- While egg production is a year-round activity, there are seasonal fluctuations in the farm operation as well, such as flock turn-over and strawberry production.
- Currently the labourers at the farming operation include the applicant and wife, one full time worker, and three part time workers.

FSAAC members commended the applicant for continuing the farm operation within the family and identified challenges in getting and retaining farm labourers.

The Committee passed the following motion:

That the Food Security and Agricultural Advisory Committee endorse the proposal for a Non-Adhering Residential Use and Rezoning application for an additional structure to be used for farm labour at 17720 River Road.

Carried Unanimously

**PROPOSED SITE PLAN OF POULTRY BARN ON LOT 14 EXCEPT: PART ON SRW PLAN 71683;
SECTION 24 BLOCK 5 NORTH RANGE 5 WEST NEW WESTMINSTER DISTRICT PLAN 52095**

ADDRESS: 17720 RIVER ROAD
FIELD SURVEY COMPLETED SEPTEMBER 10, 2025
PID: 004-962-796



THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 560mm IN HEIGHT (0 SIZE) WHEN PLOTTED AT A SCALE OF 1:400

ALL DISTANCES ARE IN METRES AND ARE HORIZONTAL GROUND

TOPOGRAPHIC SURVEY SHOWN IN GREY BY EXPLORER LAND SURVEYING INC. (FILE 1851)

TOTAL AREA OF PROPOSED DRIVEWAYS IN THE ENVIRONMENTALLY SENSITIVE AREA 4533 m²



REMAINDER "B"
PLAN 7181
POSTING PLAN RD130725

REMAINDER PARCEL 1
EXPLANATORY PLAN 14650
POSTING PLAN EPP109296

REMAINDER 13
PLAN 52095
POSTING PLAN BCP37245

PARCEL "T"
STATUTORY RIGHTS OF HWY
PLAN 71683
PART 0.48 ACRE LOT 6
(EXPROPRIATION PLAN 4720)

PARCEL "U"
STATUTORY RIGHTS OF HWY
PLAN 71683

PARCEL "V"
STATUTORY RIGHTS OF HWY PLAN 71683
PART 1 ACRE LOT 7
(EXPROPRIATION PLAN 4720)

PARCEL "W"
STATUTORY RIGHTS OF HWY PLAN 71683
PART 1.03 ACRE LOT 8
(EXPROPRIATION PLAN 4720)

REFER TO THE CURRENT CERTIFICATE OF TITLE FOR ALL CHARGES, LIENS, AND INTERESTS WHICH MAY AFFECT THE POSITIONING OF STRUCTURES ON THIS PROPERTY.

- NOTES:**
- This plan has been prepared based on Land Title and Survey Authority Records and a field survey.
 - This plan is intended for City of Richmond bylaw compliance and for the exclusive use of Health Construction.
 - Other dimensions shown are to exterior of proposed foundation forms, perpendicular to property lines.
 - Elevations are geoidic, referenced to the Canadian Geoidetic Vertical Datum 1928 (CGVD28GVRD2018) derived from GNSS RTK ties to GCM14972 with a published elevation of 1.541m.
 - This plan shall not be used to define property lines and/or property corners.
 - Ambi Land Surveying Ltd. and signatory accept no responsibility for and hereby disclaim, all obligations and liabilities for damages including, but not limited to, direct, indirect, special, and consequential damages arising out of or in connection with any direct or indirect use or reliance on this plan beyond its intended use.

AMBIT LAND SURVEYING LTD
Box 621 2-7384 Pioneer Ave
Agassiz, BC, V0M 1A0
or 504-491-8008
www.ambitsurveying.com
FILE: 25787SK

PLN - 23

CERTIFIED CORRECT
SEPTEMBER 18, 2025

CORNELIUS W KERKHOFF, BCLS 1013
THIS DOCUMENT IS NOT VALID UNLESS DIGITALLY SIGNED
© Ambi Land Surveying Ltd 2025

AGROLOGIST LETTER
17720 River Rd, Richmond

FOR:

Stephen Easterbrook
Easterbrook Milling Company Ltd.

BY:

Assisi Agrology
788 Ironwood Place
Victoria, BC V8Y 0A2

November 11, 2025

AGROLOGIST LETTER

17720 River Rd, Richmond

Easterbrook Milling Company Ltd (Stephen Easterbrook, Director) has retained Assisi Agrology to prepare an agrologist's letter which offers a professional opinion on using the existing older residence at 17720 River Road as a farm worker residence while the property is rezoned from an AG-1 to an AG-3.

This letter will 1) provide background information about the current farm operations, 2) consider the decision-making criteria outlined in ALC Policy L-26^[1], and 3) provide specific recommendations concerning the residence at 17720 River Road.

1 Background Information

1.1 Farm Operation

The operation is an organic egg farm operating on 12.75 acres. The farm currently has about 8,000 birds and produces about 2,300,000 eggs per year, which are sold to Golden Valley Eggs and to the public at the Rabbit River Farms roadside stand. The farm has also diversified into producing strawberries and vegetables (cucumbers, red russian garlic, and squash) using organic management techniques, which are also sold primarily at the farm gate. The poultry in the existing operation are kept in a 16,000 square foot quonset which has been fitted with nest boxes, watering lines, ventilation air ducts, air conditioning system, feed tracks, and a manure-collecting conveyor belt (Figure 1). These are monitored by a computer, but in the event of any malfunctions with the above systems, an alarm is immediately sent to the farm worker on call who must be available 24/7 to respond. If a malfunction in any of the above systems was not dealt with in a timely manner, this could stop egg production by disrupting the chicken ovulation cycle, or lead to death of the hens.

The farm is currently being operated by three full-time employees: the owner, the owner's wife, and one full-time domestic employee. In addition, seasonal part-time workers are employed. Their daily responsibilities include: egg collection, inspection of the barn and birds, inspecting and running the manure conveyor belt, checking water and feed lines for clogs or leaks, night barn closings, and miscellaneous record-keeping. As mentioned above, the employee currently on duty is also responsible for repairing the barn systems in the event of a malfunction.

The parcel is classified as a farm under the BC Assessment Act. The operation is currently undergoing expansion: a new poultry barn is being built which will bring the total capacity of the operation from 8,000 birds to 14,000. This expansion began after the farm was allotted additional supply management quota for laying hens.

1. Agricultural Land Commission. *Policy L-26: Non-Adhering Residential Use Applications for Housing in the ALR*. URL: https://www.alc.gov.bc.ca/assets/alc/assets/legislation-and-regulation/policies/alc_policy_1-26_-_non-adhering_residential_use_applications.pdf.



(a) Poultry barn quonset.



(b) Inside of the poultry barn quonset.



(c) Feed hopper and feed conveyor mechanism.



(d) Manure belt mechanism.

Figure 1: Photos of the current poultry barn and poultry operation.

1.2 Farm Worker Residence

The farm has two residences on the property: a principal residence, including secondary suite, where the owner and his family live, and an additional pre-existing older residence which will be referred to as the “farm worker residence” (Figure 2). This letter is in reference to the farm worker residence.

The farm worker residence is currently occupied by a family of three, where the father and son perform farm work. The farm worker residence is planned to house full-time farm workers as long as the farm is running. The principle residence will continue to be occupied by the owner and his wife after they retire from operating the farm. The secondary suite will continue to be occupied by the daughter and future family when she takes over the farm operation.

The farm worker residence has 703 square feet of living space plus 520 square feet of garage which is used for storage of farm equipment. The residence is built on a concrete foundation with a crawlspace, and no basement. The residence adheres to City of Richmond setback requirements (the setback from the front lot line to the rear side of the farm home plate should not be more than 75 meters).^[2]



Figure 2: Farm worker residence at 17720 River Road.

2. City of Richmond. *BUILDING-28: Size Limitations and Farm Home Plate Requirements for Residential Developments in an AGI Zone*. July 11, 2025. URL: https://www.richmond.ca/__shared/assets/building-2847560.pdf.

2 Decision-Making Criteria from ALC Policy L-26

2.1 Has the scale and intensity of the farm operation exceeded the labour capacity of the owner? What is the rationale for (additional) farm labour requirements based on the agricultural operation?

The owner of the farm has expressed to Assisi Agrology that he believes the intensity of the farm operation has exceeded his labour capacity. The owner is 69 years old, and him and his wife plan to retire from the farm soon. The farm will be handed to his daughter to take over. Prior to this hand-off, the owner wishes to train his daughter and their full-time staff to manage the farm as he has done successfully for over 30 years. The owner hopes to hire additional full-time farm workers to help smooth the transition after he retires.

After the construction of the new barn has been completed and 6,000 additional birds are added to the flock, the owner and his wife will retire from their current roles. Consequently there will be a requirement for up to two additional farm workers to manage the additional livestock.

2.2 Is the total floor area necessary for farm use?

Yes. The current farm worker house provides enough space for the required amount of permanent full-time farm workers. The house can comfortably fit one family, which is the minimum floor space required to attract and house one to two domestic full-time farm workers, which are required for the farming operation.

2.3 Is there a clustering of non-agricultural uses to limit the fragmentation of ALR land?

Yes. The two residences are clustered in the north-west corner of the property. They are both positioned near River Road, and are both also next to the farm roads. Additionally, the farm-worker residence is positioned in the riparian area, which is an area that is not well suited for agricultural production. The farm worker residence at 17720 River Road is currently positioned perfectly to cluster non-agricultural uses.

2.4 Are there any commodity-specific reasons for the siting of the building?

Yes. The farm workers are required to live on or very close to the property because they must quickly respond to emergency break-downs in the poultry barn, otherwise production may be disrupted.

3 Recommendations

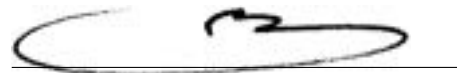
In addition to the above criteria, some other considerations present themselves:

1. The existing farm worker residence is required to support the farm operation and future growth.
2. If the farm worker residence is demolished, this increases the risk of degradation of the agricultural soils around the building footprint due to the side-effects of the demolition process itself (e.g. soil compaction by heavy equipment, or accidental deposition of construction debris into the soil).
3. Having the ability to provide farm worker accommodations is essential to the owner's strategy for attracting, training, and retaining full-time workers to the farm.
4. Additionally, providing housing to temporary foreign workers is a mandatory requirement of the Immigration Canada (IRCC) farm worker permit program. The farm employs domestic workers when available but also retains foreign workers under Immigration Canada's Foreign worker program when necessary.

Based on the criteria presented in section 2, as well as the additional considerations above, it is the professional recommendation of Assisi Agrology that the residence at 17720 River Road is not demolished or decommissioned, but rather kept as farm worker residence for Easterbrook Milling Company Ltd (producing organic eggs for the Rabbit River Farms brand which are sold to retail operations in BC, Alberta and the Territories).

If there are any questions about the statements and/or recommendations contained in this report, please contact the undersigned authors.

Sincerely,



Francis Durnin-Vermette, M.Sc., A.Ag.



Tishtaar Titina, M.Sc., P.Ag.



Address: 17720 River Road

File No.: RZ 25-015421/ AG 25-016791

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10733, the developer is required to complete the following:

1. **(ALC Approval)** Agricultural Land Commission (ALC) Approval of the Non-Adhering Residential Use Application.
2. **(Building Permit Application*)** Apply for one or more Building Permits to address the existing unauthorized works within the building to the satisfaction of the Director, Building Approvals, including, but not limited to the following:
 - a) Enclosed patio wash machine area, including plumbing for the washing machine;
 - b) Removal of the wall between the utility room and kitchen;
 - c) Wood frame closet containing a hot water tank;
3. **(Modification of No Build Covenant)** Amend the existing No Build Covenant CA8395530 to permit the existing building to be maintained and repaired as may be required for the purposes of maintaining the building for farm labour accommodation purposes and together with the maintenance of the private watercourse crossing.
4. **(Discharge of Demolition Covenant)** Discharge of the Demolition Covenant CA8395527. Any bonding and/or securities secured via the covenant will be returned to the applicant.
5. **(Farm Labour Covenant)** Registration of a legal agreement on Title ensuring the following requirements as identified in the AG3 zone:
 - a) Must adhere to all relevant components of the Building Code and the City's Building Regulation;
 - b) Subject to inspections by the City during any 12 month period to ensure that occupation is in compliance with the regulations;
 - c) Does not need to be removed when not occupied by farm labour if the use is required on an ongoing, annual basis for the agricultural purpose of the farm operation;
 - d) If no longer required for the farm operation, all area used for farm labour accommodation must be removed and restored to its original state; and
 - e) Costs of removal of the farm labour accommodation area and restoration to its original state are to be the responsibility of the property owner.
6. **(City Work Order)** At the developers cost, via City Work Order, design and construct/ install works as stipulated by Transportation and Engineering, including:
 - a) Storm Works:
 - (1) At Developers cost, the developer is required to:
 - (a) As per File Letter 6045-07-02 dated September 23, 2013, and section 7 of the City's Watercourse Protection and Crossing Bylaw 8441, replace the existing collapsed privately owned culvert crossing located at the northwest corner of the development site at the River Road frontage.
 - (b) A watercourse crossing permit is required for the removal and reinstatement of the existing collapsed privately owned culvert crossing located at the northwest corner of the development site. A watercourse crossing permit application shall be submitted to the City prior to the adoption of the Rezoning.
 - (2) The City will:
 - (a) Cost share 80% of the replacement of the existing collapsed private owned culvert crossing located at the northwest corner of the development site at River Road frontage. The cost sharing will be funded through the Development Coordinated Works (DCW).
 - b) General Items
 - (1) At Developer's cost, the Developer is required to:

- (a) Not encroach into City right-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into right-of-ways must be reviewed by the City's Engineering Department.
- (b) Enter into, if required, additional legal agreements, as determined through 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.

7. **(Fees)** Payment of all fees required for the giving of notice of Public Hearing consistent with the City's Consolidated Fees bylaw.

Prior to receiving occupancy of the new residential building associated with Development Permit (DP19-876647)

1. Schedule a Joint Inspection with Richmond Fire and Rescue and Building Approvals, and receive approval for a Building Check, Gas Check, and Plumbing Check.

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 Conditions on File)

Signed _____

Date _____



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10733 (RZ25-015421)
17720 River 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 “**AGRICULTURE (AG3)**”.

P.I.D. 004-962-796, Lot 14 Except: Part on SRW Plan 71683; Section 24 Block 5 North Range 5 West New Westminster District Plan 52095

2. Richmond Zoning Bylaw 8500 is amended by:
 - a) Inserting the following as a new Section 14.1.11.18 (Other Regulations) in the Agriculture (AG3) zone and renumbering accordingly:

“The following are **site-specific zone** regulations for the purposes of accommodating a an additional **principal dwelling unit** for full time farm labour accommodation, applicable only to the **lot** located at:

P.I.D. 004-962-796, Lot 14 Except: Part on SRW Plan 71683; Section 24 Block 5 North Range 5 West New Westminster District Plan 52095

- a) the **site** is zoned AG3;
- b) the **lot** is located in the Agricultural Land Reserve;
- c) the **lot** is designated for ‘agriculture’ in the General Land Use Map contained in the **Official Community Plan**;
- d) the **lot** is classified as ‘farm’ under *BC Assessment Act*;
- e) is subject to approval granted by the Agricultural Land Commission, in accordance with the *Agricultural Land Commission Act* (as amended);
- f) only one additional **principal dwelling unit** is permitted, subject to all regulations relating to **density**, minimum and maximum **yards**, and **height**;
- g) an additional **principal dwelling unit** used for full time farm labour accommodation shall not exceed 116.2 m²;
- h) an additional **principal dwelling unit** may be located further than 50.0 m but no more than 95.0 m from a constructed public **road abutting** the property;

- i) a **building** used for full time farm labour accommodation must adhere to all relevant components of the *Building Code* and the **City's** Building Regulation bylaw;
- j) a **lot** that contains a building used for full time farm labour accommodation is subject to inspections by the **City** during any 12-month period to ensure that occupation is in compliance with the regulations contained in this **zone**; and,
- k) if full time farm labour accommodation is no longer required for the **farm operation**, all **buildings** used for full time farm labour accommodation must be removed and the land restored to its original state.

3. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 10733**".

FIRST READING

PUBLIC HEARING

SECOND READING

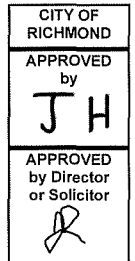
THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER





To: Planning Committee

Date: March 25, 2026

From: Joshua Reis
Director, Development

File: RZ 21-933877

Re: Application by 1260479 BC Ltd. for Rezoning at 9600/9620 Garden City Road from the "Two-Unit Dwellings (RD1)" Zone to the "Low Density Townhouses (RTL4)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10746, for the rezoning of 9600/9620 Garden City Road from the "Two-Unit Dwellings (RD1)" zone to the "Low Density Townhouses (RTL4)" zone, be introduced and given first, second and third reading.

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

JR:cl
Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Housing Office	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	

Staff Report

Origin

1260479 BC Ltd. (Directors: Alfonso Tangsoc and Matthew Ng) has applied to the City of Richmond for permission to rezone 9600/9620 Garden City Road from the “Two-Unit Dwellings (RD1)” zone to the “Low Density Townhouses (RTL4)” zone to permit the development of five townhouse units, with one townhouse unit including a secondary suite. Vehicle access is proposed from Garden City Road. A location map and aerial photo of the subject site are provided in Attachment 1, and a survey of the subject site is provided in Attachment 2.

Findings of Fact

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

Subject Site Existing Housing Profile

The subject site consists of one lot containing an existing duplex, with each of the two units being tenant occupied. The existing duplex is proposed to be demolished. The applicant has indicated that the tenants are aware of this development application and that the requirements of the *Residential Tenancy Act* will be followed.

Surrounding Development

Development immediately surrounding the subject site is as follows:

To the North: An existing dwelling on a lot zoned “Small-Scale Multi-Unit Housing (RSM/M)” that fronts Garden City Road, which is designated for multi-family development.

To the South: Existing dwellings on lots zoned “Small-Scale Multi-Unit Housing (RSM/L)” that front Saunders Road, which are designated for multi-family development.

To the East: Existing dwellings on lots zoned “Small-Scale Multi-Unit Housing (RSM/L)” that front Bakerview Drive.

To the West: Across Garden City Road and the greenway trail are existing dwellings on lots zoned “Small-Scale Multi-Unit Housing (RSM/M and RSM/L)” and “Two-Unit Dwellings (RD1)” that front Saunders Road and Greenfield Drive respectively.

Existing Legal Encumbrances

An existing City utilities Statutory Right-of-Way (SRW) is situated along the subject site’s east and south property line for the sanitary sewer. The applicant has been advised that encroachment into the SRW is not permitted.

A covenant is registered on Title of the subject property (charge BE16783) that restricts the use of the property to a duplex. This covenant must be discharged by the applicant prior to final adoption of the rezoning bylaw.

Related Policies & Studies

Official Community Plan

An update to the City's Official Community Plan (OCP) was adopted by City Council on February 9, 2026. The OCP land use designation for the subject site is "Arterial Connectors – Tier 1", which predominantly envisions townhouses but also supports multi-family rental housing and community uses. The subject rezoning application to permit five townhouses and one secondary suite is consistent with this land use designation.

The subject site's Arterial Connectors – Tier 1 land use designation envisions a minimum site frontage of 40.0 m. The subject site has a frontage of approximately 30.0 m. While this is less than 40.0 m, staff are supportive of this rezoning application for the following reasons:

- The applicant has submitted documentation (a copy is on file) indicating that efforts were made to acquire the property to the north at 9580 Garden City Road to initiate a larger land assembly, but that the neighbouring property owner was not interested in redeveloping their property in 2020, and no response was subsequently received in 2024 and 2025.
- To support future redevelopment of adjacent sites and to reduce the number of access points along Garden City Road, an SRW permitting Public Right-of-Passage (PROP) will be secured over the development's entire internal drive aisle prior to final adoption of the rezoning bylaw. This will enable future access to the properties to the north and south should they redevelop. Securing shared vehicle access is consistent with the subject site's "Arterial Connectors - Tier 1" land use designation.
- The applicant has submitted a preliminary development concept plan (a copy is on file) to demonstrate how the properties to the north and south could be redeveloped for townhouses consistent with the OCP designation.

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.

Bill 44 prohibits a Local Government from holding a Public Hearing on a residential rezoning bylaw that is consistent with the OCP. The proposed rezoning application meets the conditions established in the Act and is consistent with the OCP. On this basis, City Council may not hold a Public Hearing on this rezoning application.

Analysis

Built Form and Architectural Character

The proposed development consists of five townhouse units, including one secondary suite on a site that is approximately 1,195 m² (12,863 ft²) in area. Conceptual development plans proposed by the applicant are included in Attachment 4.

Three townhouse units front Garden City Road in a building which is part three, part two-storeys in height. The building has been reduced to two-storeys at its south end to enable a softer interface with the existing dwellings at 9640 Garden City Road and 9031 Saunders Road. Each townhouse unit has a landscaped front yard, including new trees, to provide private outdoor space and to support a residential street character.

Two townhouse units are located in a two-storey building along the subject site's east side, with an increased setback of 6.0 m to accommodate private outdoor space and enable an appropriate interface with existing dwellings to the east and fronting onto Bakerview Drive. An internal drive aisle runs north-south between both townhouse buildings.

Housing Type, Tenure and Accessibility

In order to maximize potential rental and housing opportunities throughout the City as directed by OCP Policy, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption, prohibiting the imposition of any strata bylaw that would:

- Prohibit any residential dwelling unit from being rented; and
- Place age-based restrictions on occupants of any residential dwelling unit.

A secondary suite is proposed in one of the townhouse units fronting Garden City Road. Prior to rezoning bylaw adoption, registration of legal agreements on Title is required to ensure that no final Building Permit (BP) inspection is granted until one secondary suite is constructed in accordance with the BC Building Code and the City's Zoning Bylaw, and to prohibit the secondary suite from being stratified in the future.

Consistent with the OCP guidelines regarding accessible housing, the applicant proposes to provide aging-in-place features in all units including:

- Stairwell handrails;
- Lever-type handles for plumbing fixtures and door handles; and
- Solid blocking in washroom walls for future grab bar installation beside toilet, bathtub and shower.

In addition, one townhouse unit (south unit of east building) is to be designed as a convertible unit. Further review of the convertible unit design will be undertaken as part of the Development Permit (DP) application review process.

Site Access and Parking

Vehicle access to the subject site is proposed from Garden City Road at the northern end of the site. Prior to rezoning bylaw adoption, the applicant must register an SRW agreement on Title for PROP over the entire drive-aisle to enable potential future shared access to the sites to the north and south should they redevelop.

Pedestrian access to the street-fronting townhouse units is provided via individual pathways connecting to the public sidewalk along Garden City Road. Internal townhouse units are accessed from the drive aisle.

The proposed on-site vehicle and bicycle parking is consistent with the City's Zoning Bylaw requirements and includes:

- A total of 10 on-site resident vehicle parking spaces, with two spaces provided in each unit's private garage. Three units have parking in a side-by-side arrangement, while two units have parking in a tandem arrangement. For the vehicle parking spaces proposed in a tandem arrangement, the applicant is required to register a restrictive covenant on Title prior to adoption of the rezoning bylaw that prohibits the conversion of the tandem parking area into habitable space.
- Resident bicycle parking spaces are provided within each unit's private garage.
- One vehicle parking space and a bicycle rack for visitors are proposed near the northeast corner of the site, opposite the subject site's vehicle access point.

A garbage and recycling room is proposed at the north end of the street-fronting building. Waste collection is proposed on-site from the internal drive aisle, which the applicant has demonstrated is adequate to accommodate safe turning movements for collection vehicles.

Tree Retention and Replacement

There are no trees located on the subject site. The applicant has submitted a Certified Arborist's Report, which identifies 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:

- One cherry tree in fair condition that is shared between the neighbouring property to the north and the boulevard on City-owned property (tag # 1). This tree is to be retained and protected.
- 10 trees on neighbouring properties to the north, east and south (tag # 2, 4, 6-9, 27-30) comprising of cherry and cedar species in fair to good condition. These trees are to be retained and protected.
- One cedar hedge in good condition located on a neighbouring property to the east (tag #5) and two cedar hedges in good condition that encroach into the boulevard on City-owned property to the north and south of the subject site (tag #3 and 31). These hedges are to be retained and protected.
- A hedgerow (tag #10-26) located on the neighbouring property to the south at 9031 Saunders Road that is in poor condition due to severe pruning and root disturbance. The hedgerow impacts the usability of the common outdoor amenity area and is to be

removed as per the project Arborist's recommendations and a replacement hedge of a suitable species is to be planted on-site to restore screening between the two properties. The neighbouring property owner at 9031 Saunders Road has provided a letter of authorization for the removal of this hedgerow (a copy is on file).

The City's Tree Preservation Coordinator and Parks Department Arborist have reviewed the Arborist's Report and support its findings.

Tree Planting and Hedge Replacement

The applicant has submitted a preliminary Landscape Plan identifying seven trees to be planted on-site (maple, spruce and oak), as well as a hedge to be planted on-site along the shared property line with 9031 Saunders Road. The hedge species will be reviewed as part of the DP application review process.

To ensure that the proposed trees, replacement hedge and landscaping are planted and maintained, the applicant is required to submit a Landscaping Security prior to DP issuance (100 per cent of a cost estimate for the works prepared by the Registered Landscape Architect including installation and a contingency). The Landscape Plan will be reviewed further as part of the DP application review process.

Tree Protection

The applicant has submitted a tree management plan showing the trees and hedges to be retained (tag #1-9 and 27-31), the required tree protection areas, and the measures to be taken to protect them during the development stage (Attachment 5). To ensure that the trees identified for retention are 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.
- A tree survival security in the amount of \$10,000.00 for Tree # 1 that is shared with the City. The applicant must also enter into a legal agreement to accompany the tree survival security, which sets the terms for use and release of the security.

Prior to the demolition of the existing dwelling on the subject site, installation of tree protection fencing is required 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 must remain in place until construction and landscaping on-site is completed.

Variance Requested

The proposed development generally complies with the "Low Density Townhouses (RTL4)" zone, except that two variances to the City's Zoning Bylaw are requested to:

- Reduce the minimum required lot width from 40.0 m to 30.0 m.
- Reduce the minimum front yard setback from 6.0 m to 4.5 m.

Staff is supportive of the variance requests for the following reasons:

Reduce the minimum required lot width from 40.0 m to 30.0 m.

- The applicant has made reasonable efforts to consolidate the subject site with the property to the north at 9580 Garden City Road. However, the applicant was unable to secure land assembly.
- Prior to rezoning bylaw adoption, an SRW agreement is required to be registered on Title that provides for PROP over the entire internal drive aisle to enable future access to properties to the north and south should they redevelop, thereby reducing the number of vehicular access points on Garden City Road.
- The applicant has submitted a preliminary concept plan to demonstrate how the properties to the north and south could be redeveloped for townhouse development consistent with the OCP.
- Given the proposed SRW for PROP and the submitted concept plan, the subject site's lot width of approximately 30.0 m is considered to meet the intent of the OCP for townhouse development in this location.

Reduce the minimum front yard setback from 6.0 m to 4.5 m.

- The proposed 4.5 m front yard setback enables a greater setback of 6.0 m to be provided to the east property line, resulting in a more sensitive interface with adjacent properties at 9095 and 9111 Bakerview Drive. The RTL4 zone permits a rear yard setback of 3.0 m at the subject site.
- The proposed front yard setback maintains consistency with the minimum private outdoor space guidelines in the OCP, enabling front yards to be provided for each street-facing townhouse unit.
- In addition, as part of the DP application review process, the applicant will be required to provide an acoustic report prepared by a registered professional to confirm that all townhouse units will achieve the Canada Mortgage and Housing Corporation (CMHC) interior noise standards identified in the OCP to address potential traffic noise.

Affordable Housing Strategy

The City's Affordable Housing Strategy (AHS) seeks cash-in-lieu (CIL) contributions to the Affordable Housing Reserve Fund (AHRF) when considering townhouse rezoning applications with 60 or fewer dwelling units. The contributions are sought in lieu of built Low-End Market Rental housing units. The subject rezoning is proposing five townhouse units.

Consistent with the City's AHS, the applicant is proposing a CIL contribution to the AHRF in the amount of \$12.00 per buildable square foot (for sites outside of the City Centre Area Plan). Accordingly, the total CIL contribution is \$92,614.24, which the applicant is required to provide prior to final adoption of the rezoning bylaw.

Market Rental Housing Policy

The City's OCP establishes a policy framework for the provision of market rental housing. Small-scale projects, including townhouse developments with five or more units and less than 60 units, are not required to provide purpose-built market rental units so long as a CIL contribution is made to the City's AHRF. The CIL contribution amount for townhouse developments is \$3.09 per buildable square foot. In accordance with the City's Market Rental Housing Policy, the total CIL contribution is \$23,848.17, which the applicant is required to provide prior to final adoption of the rezoning bylaw.

Amenity Space

Consistent with the OCP, the applicant has opted to provide a voluntary contribution to the City's Leisure Facilities Reserve Fund in the amount of \$11,545.00 (\$2,309.00/unit) in lieu of providing common indoor amenity space on-site. The applicant is required to provide this prior to final adoption of the rezoning bylaw. Where the contribution is not received within one year of the rezoning bylaw receiving third reading, the contribution shall be recalculated based on the rate in effect at the time of payment, as updated periodically and published in a City bulletin.

Approximately 90.7 m² of common outdoor amenity space is proposed in the southeast corner of the subject site consistent with the City's OCP guidelines.

Sustainability

Consistent with the City's Energy Step Code requirements, the project architect has confirmed that the proposed development is anticipated to achieve Step 4 with EL-3. An energy efficiency report from a registered professional is required to be submitted prior to this project advancing to a DP Panel meeting to demonstrate compliance with the City's Energy Step Code requirements. This will be further reviewed for compliance at the BP stage.

Frontage Improvements and Site Servicing

Prior to BP issuance, the applicant is required to enter into a Servicing Agreement for the design and construction of frontage improvements and site servicing works, including (but not limited to):

- Removal of the existing driveway crossings and installation of the new driveway crossing at the north end of the subject site.
- Installation of a new 2.0 m wide concrete sidewalk and approximately 1.9 m wide treed/grass boulevard along Garden City Road, complete with transition to the existing north/south condition.
- Internally relining the existing 200 mm diameter sanitary sewer along the subject site's entire east property line (approximately 35 m in length).
- Installation of new site service connections for water, storm and sanitary services.

Development Permit

As part of the rezoning approval process, a DP application must be advanced to a satisfactory level. During the DP application review process, several aspects will be further refined including, but not limited to:

- Simplifying the drive aisle treatment while supporting shared vehicle/pedestrian use.
- Finalizing the plant schedule and the location of heat pump units.
- Confirming that all aging-in-place and convertible unit features have been incorporated.
- Reviewing the applicant's design response to the results of the acoustic report.
- Confirming compliance with the applicable Energy Step Code performance target.
- Reviewing the proposed exterior building material specification.
- Reviewing Crime Prevention Through Environmental Design (CPTED) measures.

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, streetlights, street trees and traffic signals).

Conclusion

1260479 BC Ltd. has applied to the City of Richmond for permission to rezone 9600/9620 Garden City Road from the "Two-Unit Dwellings (RD1)" zone to the "Low Density Townhouses (RTL4)" zone to permit the development of five townhouse units, with one townhouse unit including one secondary suite. The subject rezoning application generally complies with the OCP land use designation and applicable policies for the subject site. Further design review will be undertaken as part of the associated DP application review process.

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

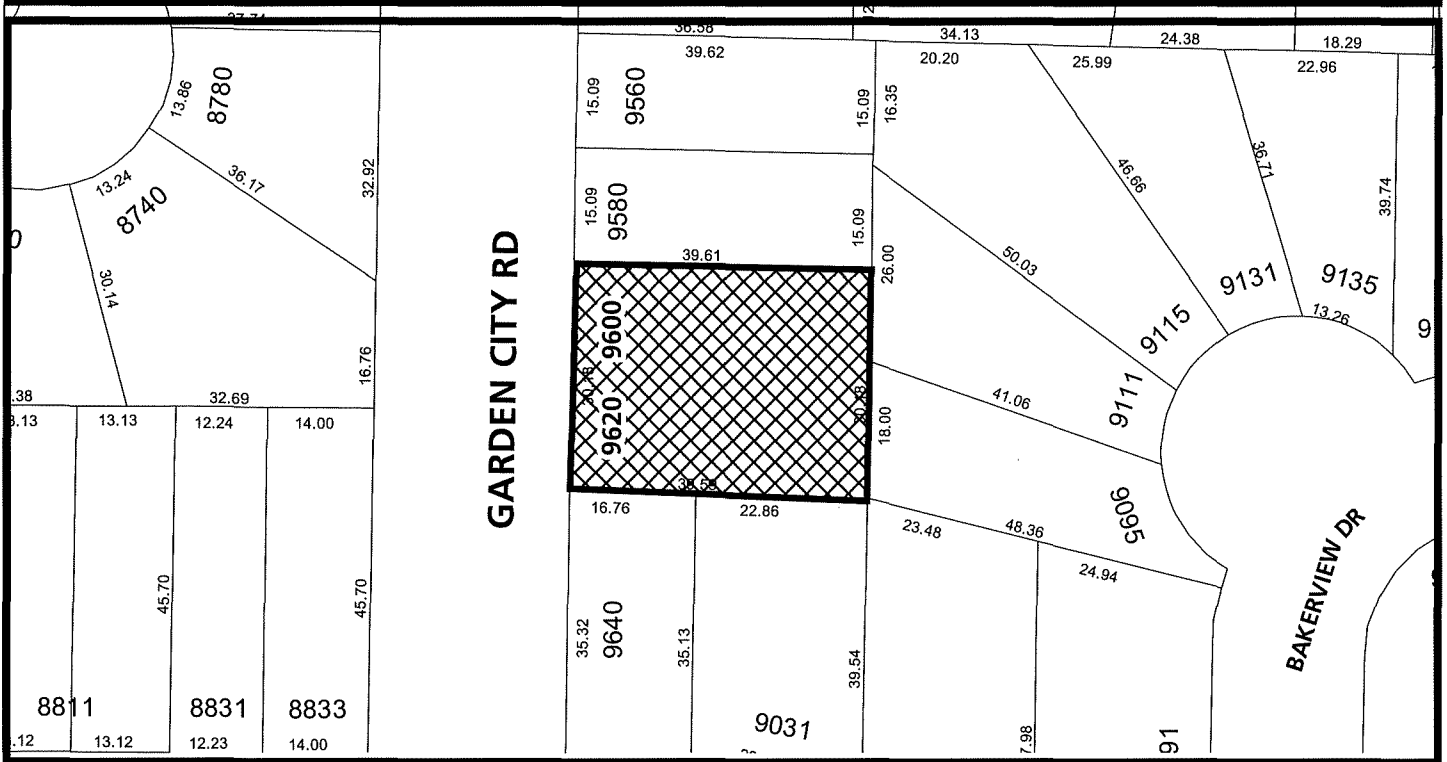
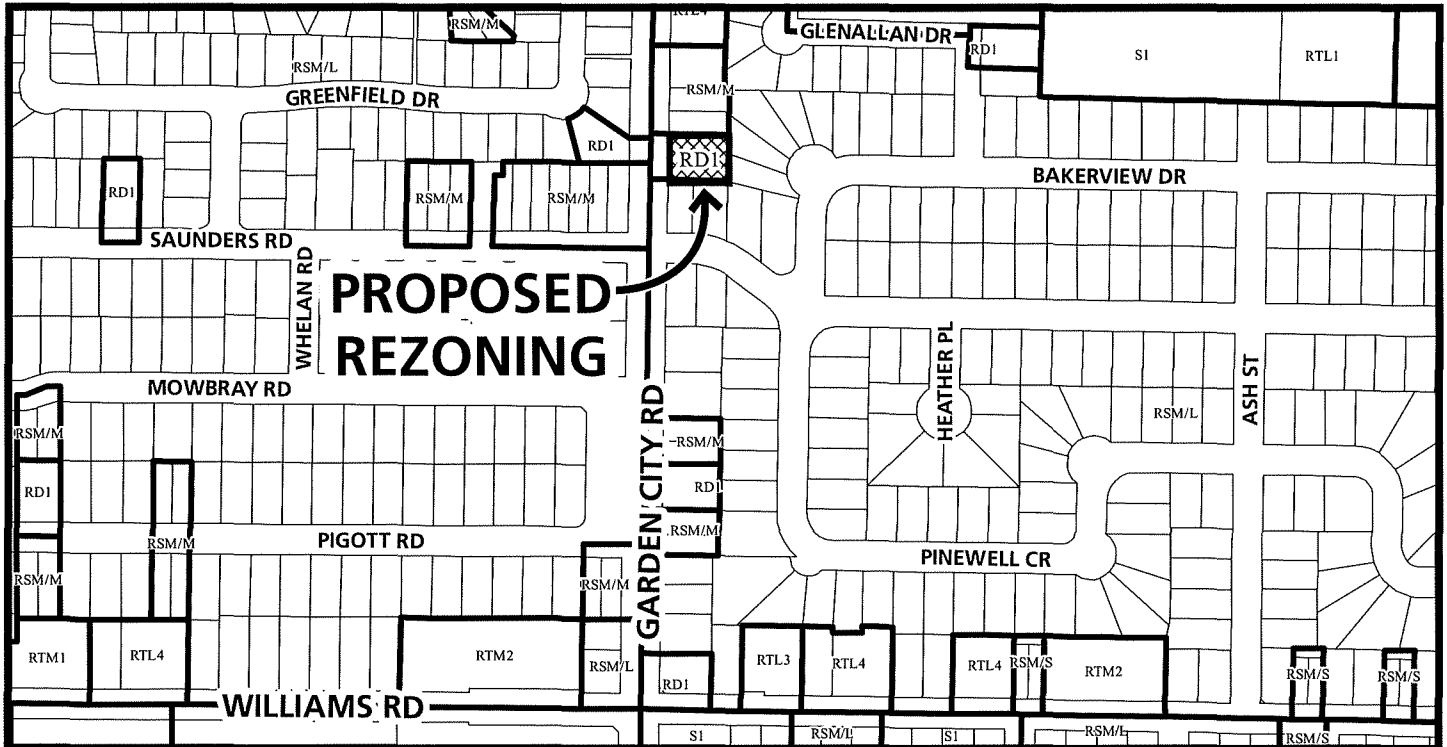
It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10746 be introduced and given first, second and third reading.



Cynthia Lussier
Planner 2
(604-276-4108)

CL:js

- Att. 1: Location Map/Aerial Photo
2: Site Survey
3: Development Application Data Sheet
4: Conceptual Development and Landscape Plans
5: Tree Management Plan
6: Rezoning Considerations



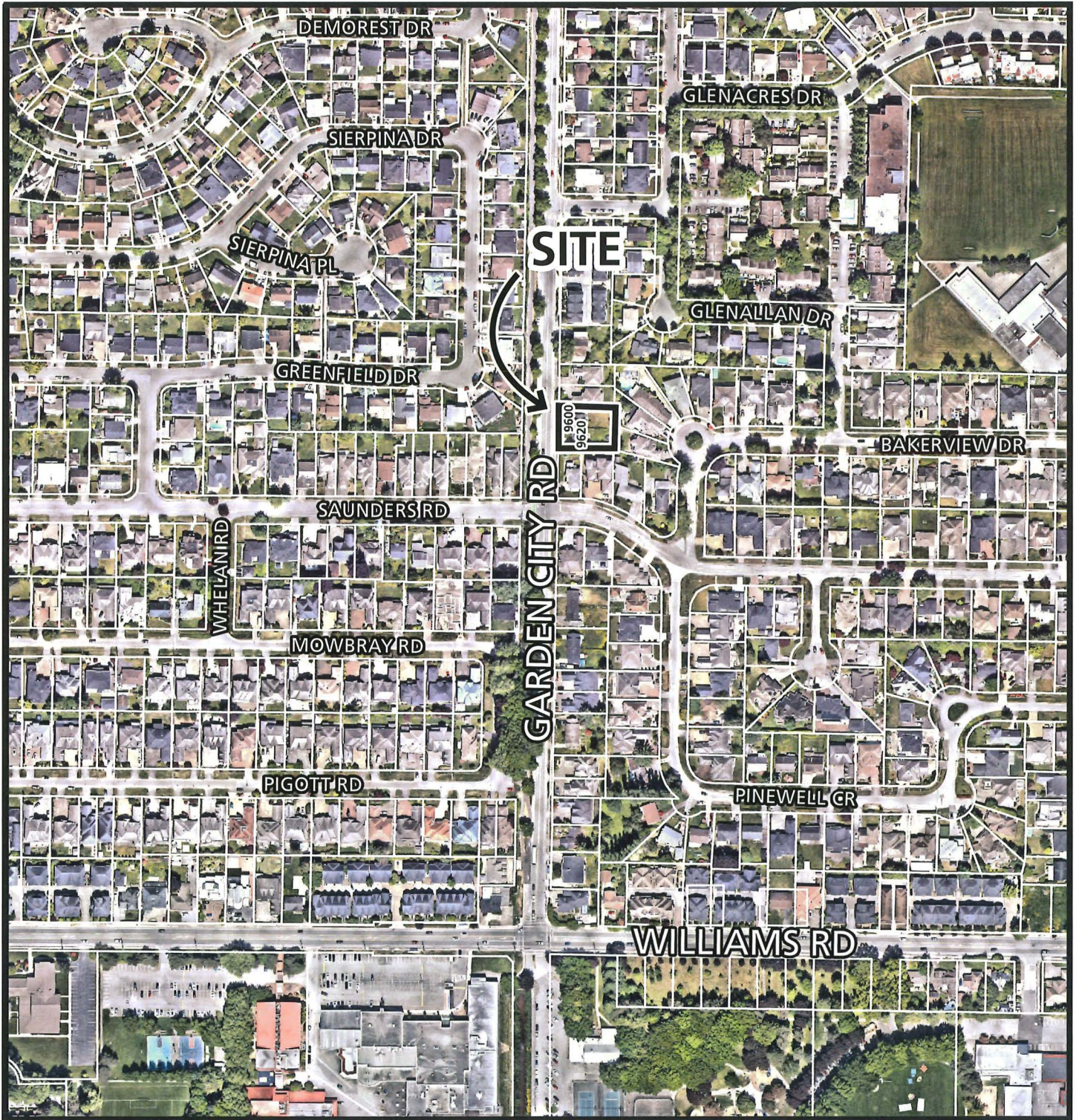
RZ 21-933877

Original Date: 06/09/21
Revision Date: 03/12/26

Note: Dimensions are in METRES



City of Richmond



RZ 21-933877

Original Date: 06/09/21
Revision Date: 03/12/26

Note: Dimensions are in METRES

TOPOGRAPHIC SURVEY OF LOT 66 SECTION 27

BLOCK 4 NORTH RANGE 6 WEST

NEW WESTMINSTER DISTRICT PLAN 28480

#9600 & 9620 GARDEN CITY ROAD,
RICHMOND, B.C.
P.I.D. 004-337-719



SCALE: 1:250



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 #191
Control Monument 02H2453
Elevation: 1.664m

LEGEND:

- (C) denotes conifer
- (D) denotes deciduous
- ▣ denotes catch basin
- denotes round catch basin
- denotes manhole
- ⊕ denotes water valve
- ⊕ denotes water meter
- denotes cleanout
- ⊕ denotes electric inspection chamber
- ⊕ denotes lamp standard
- ⊕ denotes fire hydrant
- ⊕ denotes traffic sign
- ⊕ denotes power post
- INV denotes invert
- ↓ denotes anchor

Storm MH
N.Rim:1.24
Sump:-0.92
(North-South Culvert
Approximate Ø1500mm)

R.C.B.0.85
S.INV:-0.32 (Ø100mm,
PVC pipe)
Sump:-0.61

Nail in aluminum
Tag #7357
Site Benchmark
Elevation:1.20m

Sanitary MH
N.Rim:0.84
N.INV:-0.76(Ø200mm,
Unknown material)
E.INV:-0.79(Ø200mm,
Unknown material)
S.INV:-0.73(Ø200mm,
Unknown material)

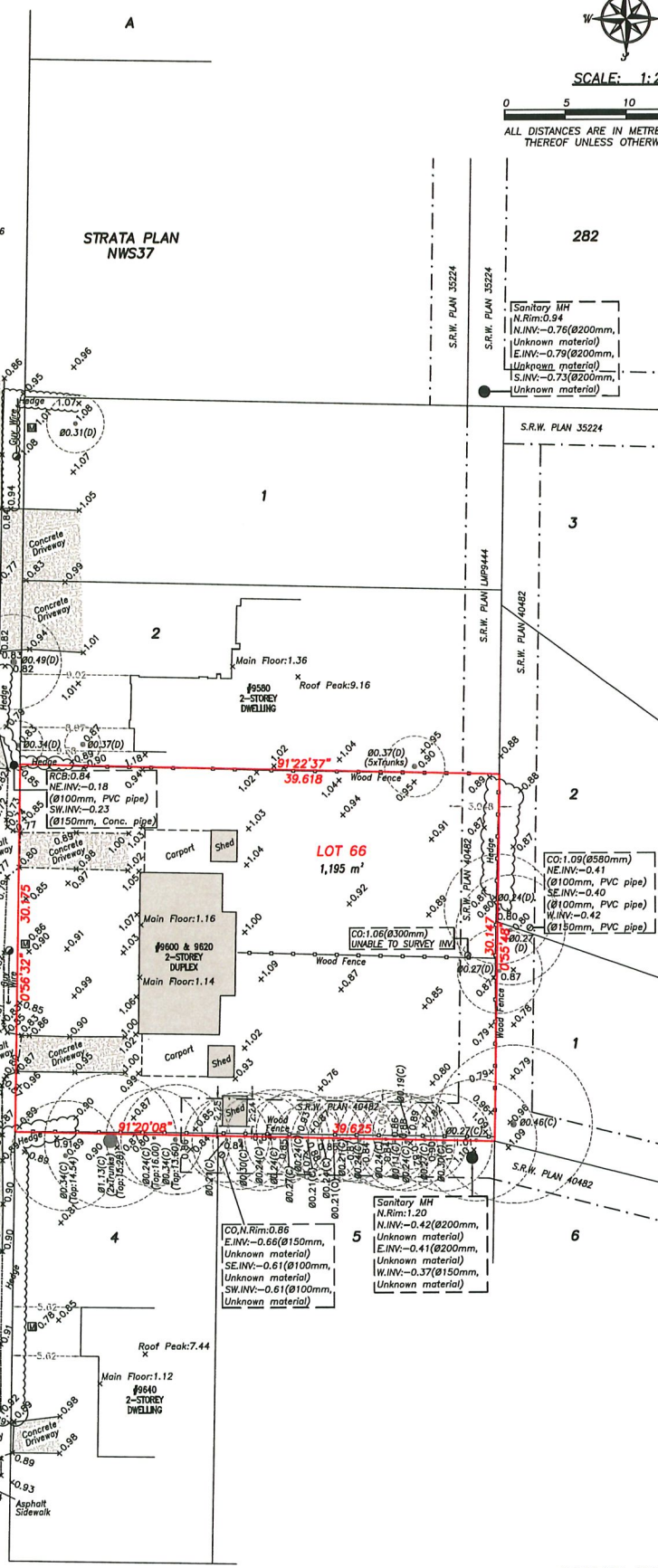
Storm MH
E.Rim:1.07
E.INV:-0.81 (Ø600mm,
Conc. pipe)
Sump:-0.91
(North-South Culvert
Approximate Ø1500mm)

Stem:0.64m Stem:0.65
Stem:0.65 Stem:0.65

NOTE:
Use site Benchmark Tag #7357
for construction elevation control.

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Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: (604) 214-8928
Fax: (604) 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 7540
FB-390 PB-10, 21 & 22;
FB-419 P17-18; FB-430 P75
Drawn By: WK/LK

DC:1.05



SAUNDERS ROAD

CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY.

JOHNSON C. TAM, B.C.L.S., C.L.S.
May 22nd, 2025.



RZ 21-933877

Address: 9600/9620 Garden City Road

Applicant: 1260479 BC Ltd.

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	1260479 BC Ltd. (Directors: Alfonso Tangsoc and Matthew Ng)	To be determined
Site Size (m²):	1195.02 m ² (12863.08 ft ²)	No change
Land Uses:	Two-Unit Housing	Townhouses
OCP Designation:	Arterial Connectors – Tier 1	No change
Zoning:	Two-Unit Dwellings (RD1)	Low Density Townhouses (RTL4)
Number of Units:	2	5

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.58	None permitted
Buildable Floor Area (m ²):	Max. 717.00 m ² (7,717.63 ft ²)	694.57 m ² (7,508.42 ft ²)	None permitted
Lot Coverage – Buildings:	Max. 40%	34%	None
Lot Coverage – Buildings, Structures and Non-porous surfaces:	Max. 65%	62.2%	None
Lot Coverage – Live Landscaping:	Min. 25%	25.8%	None
Lot Dimensions:	Width: Min. 40.0 m Depth: Min. 35.0 m	Width: 30.16 m Depth: 39.61 m	Variance requested to reduce the min. lot width to 30 m
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 3.0 m Side: Min. 3.0 m	Front: 4.5 m Rear: 6.0 m Side: 3.3 m	Variance Requested to reduce front yard setback to 4.5 m
Height (m):	12.0 m (3 storeys)	Front building: 11.9 m (up to 3 storeys) Rear buildings: 8.7 m (2 storeys)	None
On-site Vehicle Parking Spaces:	Resident - 2.0/unit (10 spaces) Visitor - 0.2/unit (1 space)	Resident – 10 spaces Visitor – 1 space	None

	Bylaw Requirement	Proposed	Variance
Tandem Parking Spaces:	Permitted – Max.50% of required spaces (5 spaces)	4 spaces	None
On-site Bicycle Parking Spaces:	Class 1 – 1.25/unit (7 spaces) Class 2 – 0.2/unit (1 space)	Class 1 – 12 spaces Class 2 – 2 spaces	None
Amenity Space – Indoor:	50 m ² or cash-in-lieu	Cash-in-lieu	None
Amenity Space – Outdoor:	30.0 m ²	90.7 m ²	None



MATTHEW CHENG ARCHITECT INC.

140-205 43RD PAVANASVAHIE
 VANCOUVER, B.C. V6V 2S9
 TEL: (604) 278-3333 FAX: (604) 278-3908
 CELL: (604) 648-0997 Email: matthew@mc-inc.com

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No. Date Revision

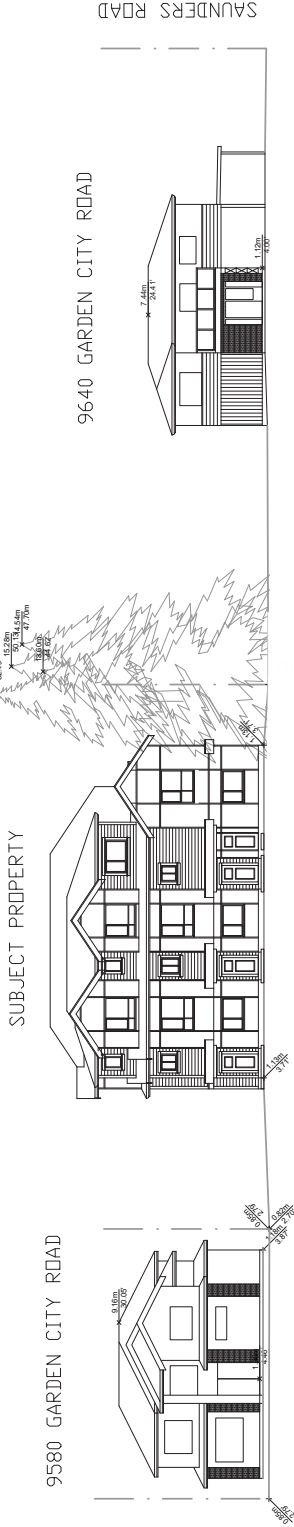
Consultants

Project Title
 5-UNIT TOWNHOUSE DEVELOPMENT
 9600 GARDEN CITY ROAD
 RICHMOND, B.C.

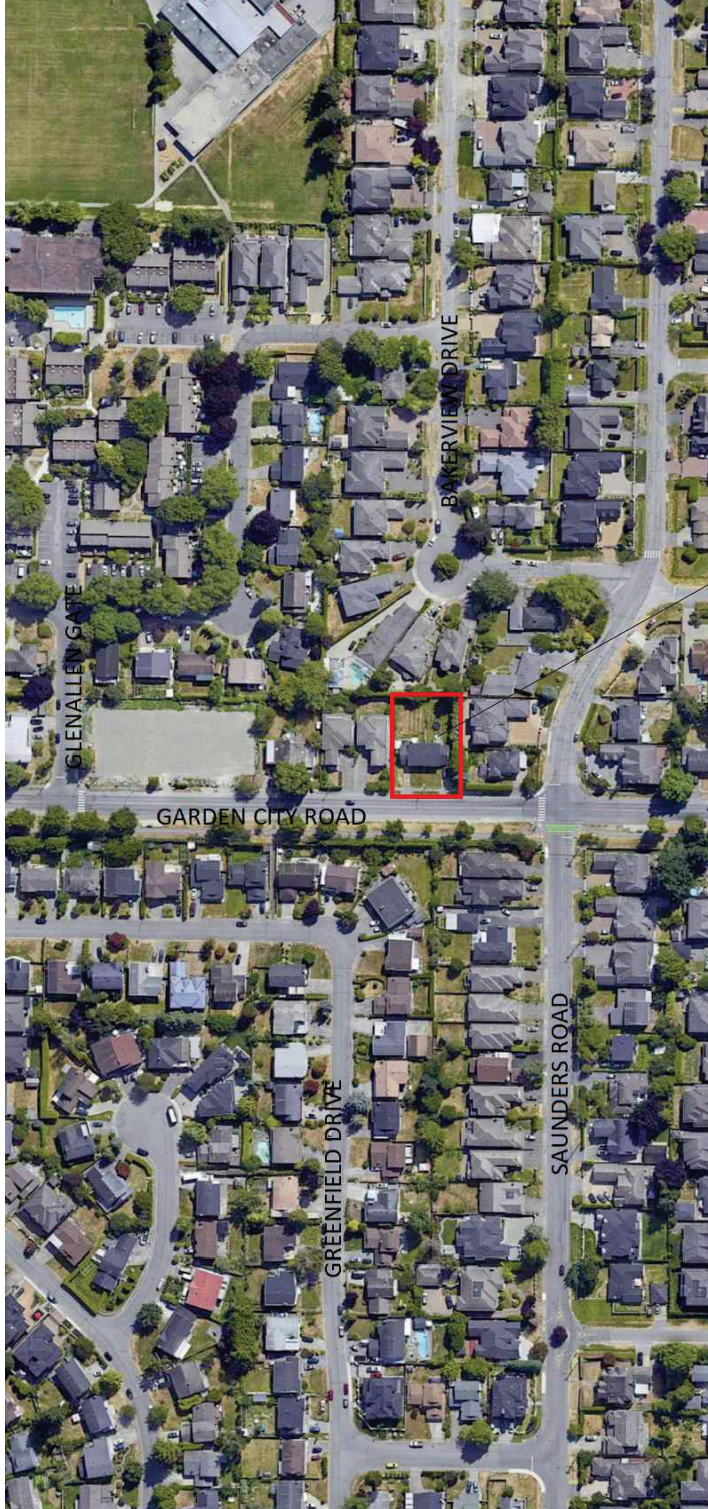
Sheet Title
 CONTEXT PLAN
 AERIAL PHOTO
 STREETScape

Drawn: MC
 Checked: MC
 Scale: 3/32" = 1'-0"
 Project Number:

Revision Date: 01/14/2025
 Drawing No: 2405
 Project No: 2405
 Date Issued: 06/20/2025
 Dwg. No. **D01c**

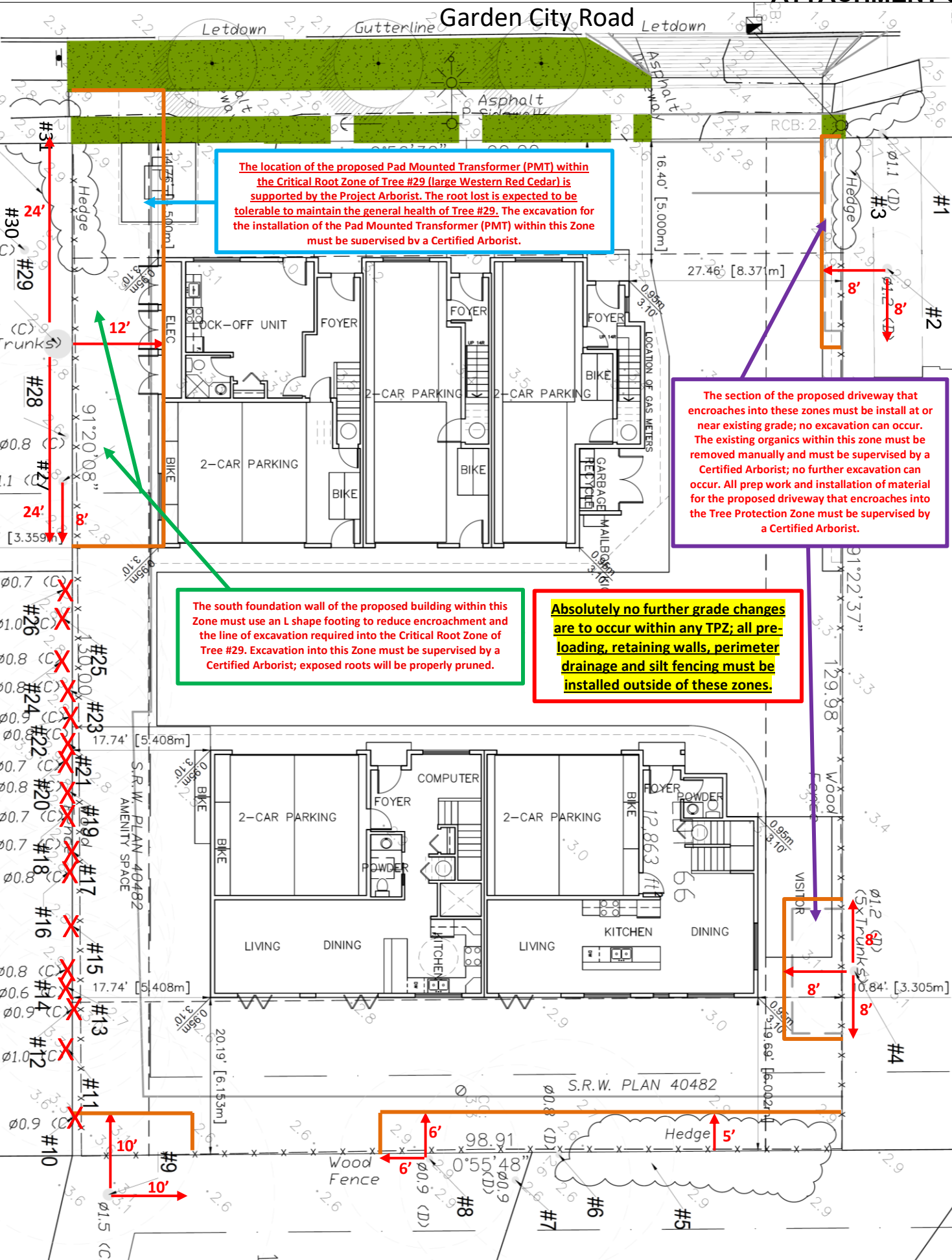


STREETSCAPE ALONG GARDEN CITY ROAD



SUBJECT PROPERTY

AERIAL/CONTEXT PLAN



The location of the proposed Pad Mounted Transformer (PMT) within the Critical Root Zone of Tree #29 (large Western Red Cedar) is supported by the Project Arborist. The root lost is expected to be tolerable to maintain the general health of Tree #29. The excavation for the installation of the Pad Mounted Transformer (PMT) within this Zone must be supervised by a Certified Arborist.

The section of the proposed driveway that encroaches into these zones must be installed at or near existing grade; no excavation can occur. The existing organics within this zone must be removed manually and must be supervised by a Certified Arborist; no further excavation can occur. All prep work and installation of material for the proposed driveway that encroaches into the Tree Protection Zone must be supervised by a Certified Arborist.

The south foundation wall of the proposed building within this Zone must use an L shape footing to reduce encroachment and the line of excavation required into the Critical Root Zone of Tree #29. Excavation into this Zone must be supervised by a Certified Arborist; exposed roots will be properly pruned.

Absolutely no further grade changes are to occur within any TPZ; all pre-loading, retaining walls, perimeter drainage and silt fencing must be installed outside of these zones.





Address: 9600/9620 Garden City Road

File No.: RZ 21-933877

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10746, the applicant is required to complete the following:

1. **(Development Permit)** The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
2. **(Arborists Contract)** 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.
3. **(Tree Survival Security)** Submission of a Tree Survival Security to the City in the amount of \$10,000.00 for tree tag # 1 to be retained. The applicant must also enter into a legal agreement to accompany the tree survival security, which sets the terms for use and release of the security. The City will release 90 per cent of the security following construction and landscaping completion and may retain 10 per cent of the security for a one-year maintenance period.
4. **(Flood Indemnity Covenant)** Registration of a flood indemnity covenant on title (Area A).
5. **(Access to Future Development Site)** Registration of a public rights-of-passage statutory right-of-way, and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the full internal drive aisle of the subject site to facilitate future shared access to adjacent development to the north and south, including the installation of way-finding and other appropriate signage on the subject property, and requiring a covenant that the owner provide written notification of this through the disclosure statement to all initial purchasers, provide an acknowledgement of the same in all purchase and sale agreements, and erect signage in the initial sales centre advising purchasers of the potential for these impacts. The maintenance and liability responsibility is to be clearly noted in the legal agreement and the design of the drive aisle must be prepared in accordance with good engineering practice with the objective to optimize public safety.
6. **(No Rental and Age Restrictions)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
7. **(Secondary Suite)** Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until one secondary suite is constructed on the subject site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
8. **(No Stratification – Secondary Suite)** Registration of a legal agreement on Title ensure that the secondary suite cannot be stratified.
9. **(Tandem Parking – No Conversion)** Registration of a legal agreement on title prohibiting the conversion of the tandem parking areas into habitable space.
10. **(Contribution – Indoor Amenity)** City acceptance of the applicant's voluntary contribution in the amount of \$2,309.00 per dwelling unit (e.g. \$11,545.00) in-lieu of providing on-site indoor amenity space to the City's Leisure Facilities Reserve Fund. Where the contribution is not received within one year of the rezoning bylaw receiving third reading, the contribution shall be recalculated based on the rate in effect at the time of payment, as updated periodically and published in a City bulletin.
11. **(Contribution – Affordable Housing)** City acceptance of the applicant's voluntarily contribution in the amount of \$12.00 per buildable square foot (i.e, \$92,614.24) to the City's affordable housing reserve fund.
12. **(Contribution – Market Rental Housing)** City acceptance of the applicant's voluntarily contribution in the amount of \$3.09 per buildable square foot (i.e, \$23,848.17) to the City's affordable housing reserve fund.

- 13. **(Discharge – Other)** Discharge from Title of covenant BE16783, which restricts the use of the property to a duplex.
- 14. **(Fees - Notices)** Payment of all fees in full for the cost associated with the public notices (e.g., Notice of First Reading), consistent with the City’s Consolidated Fees Bylaw No 8636, as amended.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the applicant is required to:

- **(Landscape Plan and Cost Estimate)** Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and a cost estimate for the works provided by the Landscape Architect (including installation and 10 per cent contingency), which will form the basis for the landscaping security required prior to Development Permit issuance.
- **(Acoustic and Thermal Report)** Submission of an acoustic and thermal report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and mitigation standards for traffic noise comply with the City’s Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

- **(Energy Efficiency Report)** Submission of a townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required BC Energy Step Code and/or Zero Carbon Code, in compliance with the City’s Official Community Plan and Building Regulation Bylaw No. 7230.

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

- **(Tree Protection Fencing)** 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.

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

- **(Servicing Agreement)** Enter into a Servicing Agreement (SA)* for the design and construction of the required frontage and servicing improvements. A Surety Bond, Letter of Credit or cash security for the value of the SA works, as determined by the City, will be required as part of entering into the SA. Works include, but are not limited to:

Water Works

- Using the OCP Model, there is 403.0 L/s of water available at a 20 psi residual at the Garden City Road frontage. Based on the proposed development, the site requires a minimum fire flow of 220 L/s.
- At the Applicant’s cost, the Applicant 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 on-site fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - Provide a Statutory Right-of-Way (SRW) for the water meter. Minimum SRW dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) plus any appurtenances (for example, the bypass on W2n-SD) plus 0.5 m on all sides. Exact SRW dimensions to be finalized via the SA design review process.

- At the Applicant's cost, the City will:
 - Cut and cap at the main the existing water service connection serving the development site and remove the existing water meter at the Garden City frontage.
 - Install new 150 mm water connection from the existing 200 mm PVC main complete with meter chamber to be supplied by Applicant. The details and alignment shall be finalized via the SA design review process.
 - Complete all tie-ins for the proposed works to existing City infrastructure.

Storm Sewer Works

- At the Applicant's cost, the Applicant is required to:
 - Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the SA design review process.
- At the Applicant's cost, the City will:
 - Cut and cap the existing storm inspection chamber connection at the northwest corner of the property line of the Garden City frontage.
 - Install new storm connection to the Garden City frontage complete with inspection chamber contained in a SRW and tie into the box culvert at the west side of Garden City Road. The details and alignment shall be finalized via the SA design review process.
 - Complete all tie-ins for the proposed works to existing City infrastructure.

Sanitary Sewer Works

- At the Applicant's cost, the Applicant is required to:
 - Not start on-site excavation or foundation construction until completion of rear-yard sanitary works by City crews.
 - Internally reline the existing 200 mm diameter AC sanitary sewer along the development site's entire east property line. The approximate length of required relining is 35 m.
- At the Applicant's cost, the City will:
 - Cut and cap the existing sanitary service connection at the development site's center of the east property line.
 - Install new sanitary manhole at north property line along main for termination of proposed 200 mm AC line relining. The details and alignment shall be finalized via the SA design review process.
 - Install a new sanitary service connection complete with inspection chamber and tie into the newly proposed sanitary manhole at the northeast corner of the property line. The details and alignment shall be finalized via the SA design review process.
 - Complete all tie-ins for the proposed works to existing City infrastructure.

Frontage Improvements

- At the Applicant's cost, the Applicant is required to complete the following:
 - Installation of a new 2.0 m wide concrete sidewalk at the existing subject site west property line followed by an approximate 1.9 m wide landscaped boulevard with street trees at the existing street curb, all with transition to meet the existing frontage condition to the north and south of the subject site. The transition sections are to be designed using reverse curves, not abrupt 90-degree corners.
 - All existing driveway crossings along the Garden City Road site frontage are to be removed/closed permanently and replaced with barrier curb/gutter, boulevard and concrete sidewalk as described above.

Street Lighting

- At the Applicant's cost, the Applicant is required to review street lighting levels along all road and lane frontages, and upgrade as required.

General Items

- At the Applicant's cost, the Applicant is required to:
 - Coordinate with BC Hydro, TELUS, Shaw/Rogers and other private utility 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.
 - Locate/relocate all aboveground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all aboveground utility cabinets and kiosks located along the development's frontages, within the development site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., SRW dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown on the architectural plans/functional plan, the SA drawings, and registered on title prior to SA design approval:
 - BC Hydro PMT – 4.0 x 5.0 m
 - BC Hydro LPT – 3.5 x 3.5 m
 - Street light kiosk – 1.5 x 1.5 m
 - Traffic signal kiosk – 2.0 x 1.5 m
 - Traffic signal UPS – 1.0 x 1.0 m
 - Shaw/Rogers cable kiosk – 1.0 x 1.0 m
 - TELUS FDH cabinet – 1.1 x 1.0 m
 - Provide, prior to the start of site preparation works or within the first SA submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
 - Provide a video inspection report of the existing utilities along the road frontages prior to the start of site preparation works or within the first SA submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, dewatering, or other ground preparation shall be replaced or repaired at the Applicant's cost.
 - Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the Applicant's cost. The post-preload elevation survey shall be incorporated within the SA design.
 - Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
 - Not encroach into City SRWs with any proposed trees, retaining walls, or other non-removable structures.
 - Enter into, if required, additional legal agreements, as determined via the subject development's SA(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, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- **(Accessibility Measures)** Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and Development Permit processes.
 - **(Construction Parking and Traffic Management Plan)** Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. The 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.

- **(Construction Hoarding)** 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 10746 (RZ 21-933877)
9600/9620 Garden City 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 "LOW DENSITY TOWNHOUSES (RTL4)".

P.I.D. 004-337-719

Lot 66 Section 27 Block 4 North Range 6 West New Westminster District Plan 28480

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10746".

FIRST READING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

Five horizontal lines for signatures or initials.

CITY OF RICHMOND
APPROVED by
APPROVED by Director or Solicitor

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee

Date: March 23, 2026

From: Joshua Reis
Director, Development

File: TU 26-002761

Re: **Application by Leslie Gordon for a Temporary Commercial Use Permit at
7791 Steveston Highway**

Staff Recommendations

1. That the application by Leslie Gordon for a Temporary Commercial Use Permit for the property at 7791 Steveston Highway, to allow "retail, second hand" as a permitted use, be considered for a period of three years from the date of issuance; and
2. That this application be forwarded to the May 19, 2026, Public Hearing at 5:30pm in the Council Chambers of Richmond City Hall.

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

JR:mt
Att. 2

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER

Staff Report

Origin

Leslie Gordon, as authorized by the owner, Conway Richmond Ltd., has applied to the City of Richmond for a Temporary Commercial Use Permit (TCUP) to allow “retail, second hand” as a permitted use at 7791 Steveston Highway to facilitate an antique shop in a portion of the existing building. A location and aerial map are provided in Attachment 1.

The subject site is currently zoned “Neighbourhood Commercial (CN)”, and contains a tenanted, two-storey, multi-unit commercial building with surface parking for 25 vehicles.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 2).

Surrounding Development

Development immediately surrounding the subject site is as follows:

- To the North and West: A three-storey strata apartment complex, zoned “Low Density Low Rise Apartments (RAL1)” and designated in the Official Community Plan (OCP) as “Arterial Connectors - Tier 1”.
- To the South: South Arm United Church, zoned “Assembly (ASY)”, located within the Agricultural Land Reserve and designated in the OCP as “Agriculture”.
- To the East: A vacant lot, zoned “Gas and Service Stations (CG2)” and designated in the OCP as “Arterial Connectors - Tier 2”. The lot is currently the subject of a pending Development Permit application to construct a new gas and service station (DP 21-928686).

Related Policies & Studies

Official Community Plan

The OCP allows TCUPs to be considered in areas designated for Industrial, Mixed Employment, Commercial, Mixed Use and Agricultural uses (outside of the Agricultural Land Reserve), where deemed appropriate by Council and subject to conditions suitable to the proposed use and the surrounding area. The subject site is designated as “Arterial Connector, Tier 2”, which allows for commercial uses and local-serving amenities. The proposed temporary commercial use for “retail, second hand” is consistent with the OCP’s land use designation and applicable policies.

Richmond Zoning Bylaw 8500

The subject site is zoned “Neighbourhood Commercial”, which permits a range of commercial retail uses. The TCUP would allow “retail, second hand” as a temporary permitted use for a period of three years, which is generally compatible with the commercial uses currently permitted on site. “Retail, second hand” describes a facility for the retail sale of second-hand or used household goods, including but not limited to the resale of antiques, as proposed by the applicant. “Retail, second hand” does not include commercial uses such as retail pawnshops, the sale of used vehicles or garage sales.

Local Government Act

The *Local Government Act* states that TCUPs are valid until the date the permit expires or three years after issuance, whichever is earlier. An application for one extension of the permit may be made at the discretion of Council for up to three additional years.

Public Consultation

Notification signage has been installed on site. Staff have not received any comments from the public about the TCUP application in response to the on-site signage or early notification mail-out. Should Council endorse the staff recommendation, the application will be forwarded to a Public Hearing on May 19, 2026, where any area resident or interested party will have an opportunity to comment.

Analysis

Proposed Use

The subject site comprises a two-storey building with three ground-floor commercial units, eleven second-floor office units and surface parking at grade. The subject single-storey unit (7791 Steveston Highway) is approximately 139 m² (1500 ft²) and is currently vacant. The main entrance to the subject unit is located on Steveston Highway.

The applicant proposes to operate an antique shop at the subject unit on a temporary basis. Should Council issue the TCUP, the applicant would finalize their lease details with the owner, with the term of the lease to coincide with the term of the TCUP. The antique shop would sell furniture, collectibles, jewelry and other small items, including embroidery and beading supplies consistent with a “retail, second hand” use. The applicant has noted that the unit’s location, size and the temporary nature of the permit align with their business needs.

No exterior building alterations are proposed as part of the subject TCUP. A separate sign permit may be required to accommodate new business signage.

Vehicle Parking and Site Access

The subject site contains a total of 25 unassigned parking spaces shared across all units, with vehicular access provided via Steveston Highway and No. 3 Road.

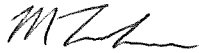
The subject unit requires six parking spaces. The parking requirements for the proposed temporary use are the same as other commercial retail uses already permitted within the existing zoning. No changes to the site's parking, layout or access arrangements are proposed as part of the subject TCUP. Staff have visited the site, confirming that the parking is adequately marked and that the site and landscaping have been generally maintained in good condition.

Financial Impact

None.

Conclusion

It is recommended that the attached Temporary Commercial Use Permit be issued to the applicant to allow "retail, second hand" as a permitted use at 7791 Steveston Highway on a temporary basis for a period of three years from the date of issuance.



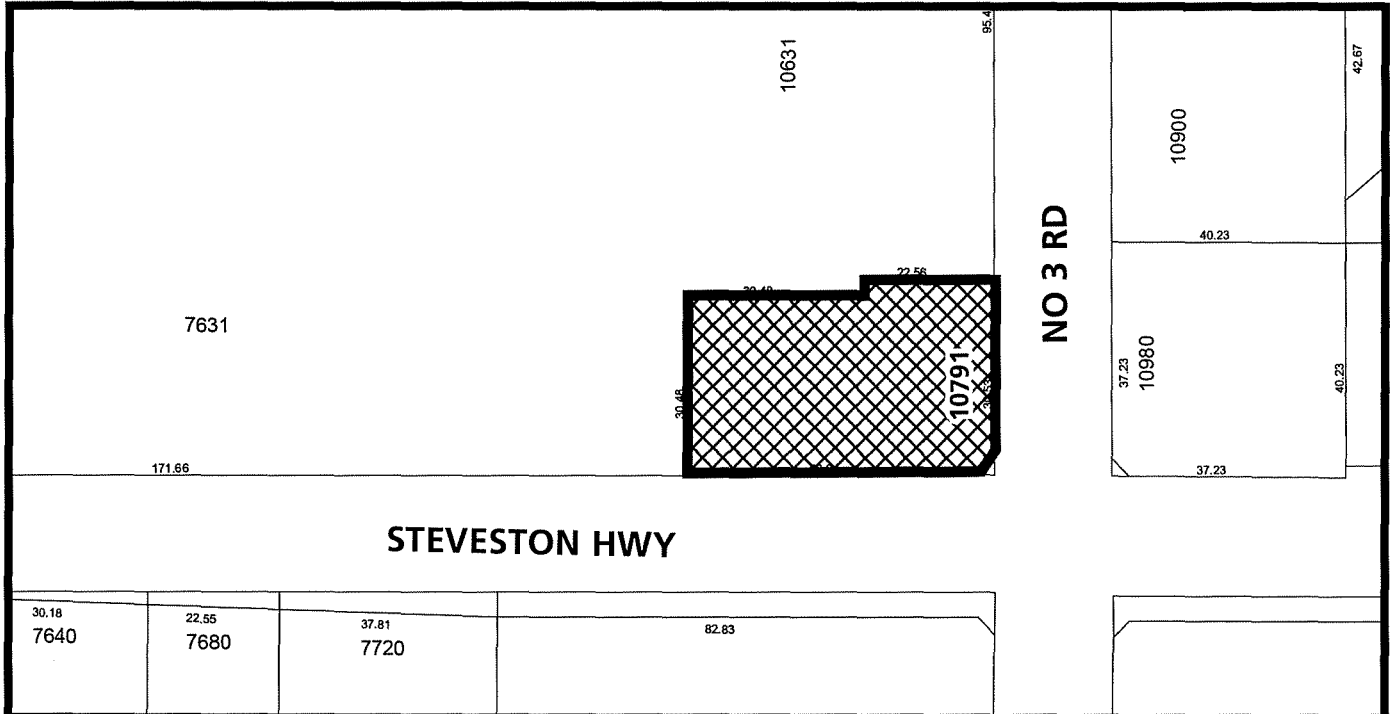
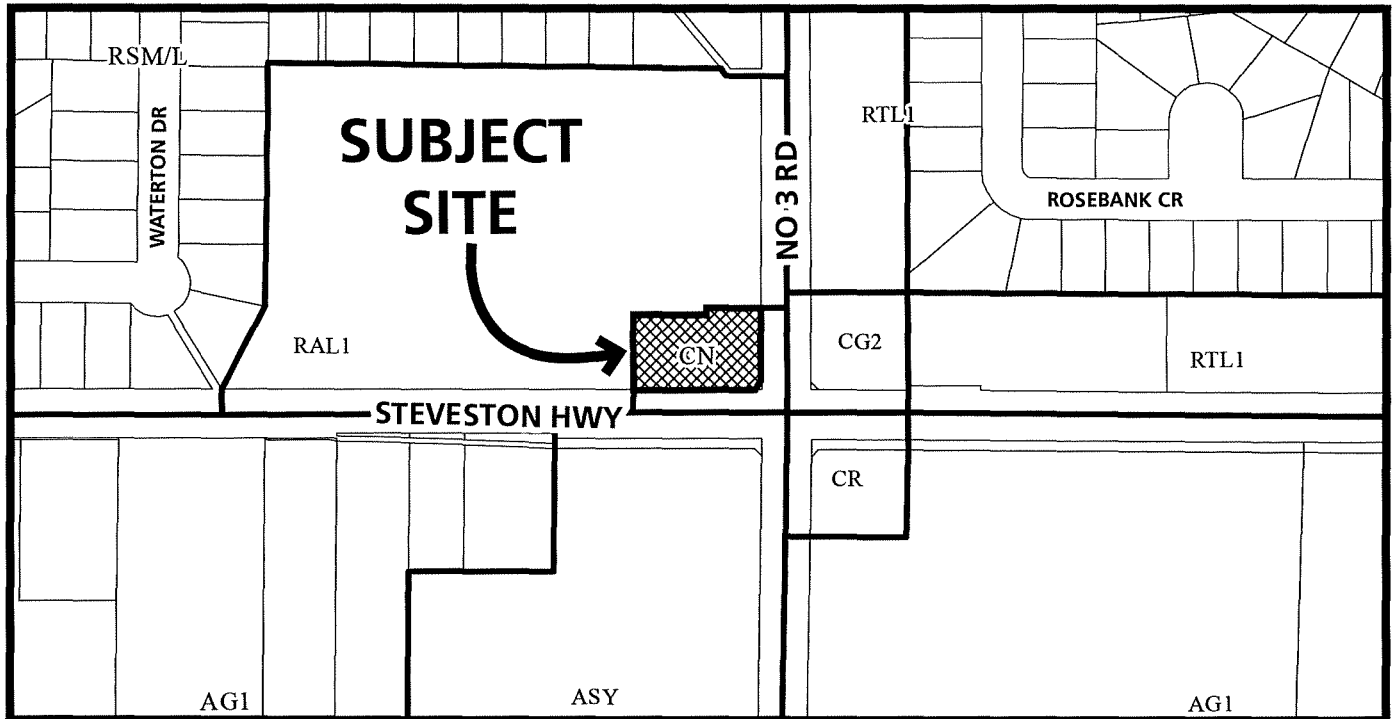
Mark Tennenhouse
Planning Technician
(604) 276-4090

MT:js

Att. 1: Location Map and Aerial Photo
2: Development Application Data Sheet



City of
Richmond



	<p>TU 26-002761</p>	<p>Original Date: 02/17/26 Revision Date: Note: Dimensions are in METRES</p>
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City of Richmond



TU 26-002761

Original Date: 02/17/26
Revision Date:

Note: Dimensions are in METRES



TU 26-002761

Attachment 2

Address: 7791 Steveston Highway

Applicant: Leslie Gordon

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	Conway Richmond Ltd	No change
Land Uses:	Vacant commercial / office space	Retail, second hand
OCP Designation:	Arterial Connector – Tier 2	No change
Zoning:	Neighbourhood Commercial	No change

On Development Site	Bylaw Requirement	Proposed	Variance
Off-Street Parking Spaces	6 Stalls	25 Unassigned stalls	none



City of Richmond

Temporary Commercial Use Permit

No. TU 26-002761

To the Holder: Leslie Gordon

Property Address: 7791 Steveston Highway

Address: 224 North Garden Drive Unit 203
Vancouver, BC, V5L 3E7

1. This Temporary Commercial Use Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Temporary Commercial Use Permit applies to and only to those lands shown cross-hatched on the attached Schedule "A" and any and all buildings, structures and other development thereon.
3. The subject property and more specifically the area outlined in red on 'Schedule B' may be used for the following temporary Commercial uses:

"Retail, second hand"
4. Any temporary buildings, structures and signs shall be demolished or removed and the site and adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond, upon the expiration of this permit or cessation of the use, whichever is sooner.
5. The land described herein shall be developed generally in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.
6. This Permit is valid for a maximum of three years from the date of issuance.
7. This Permit is not a Building Permit

AUTHORIZING RESOLUTION NO.
DAY OF

ISSUED BY THE COUNCIL THE

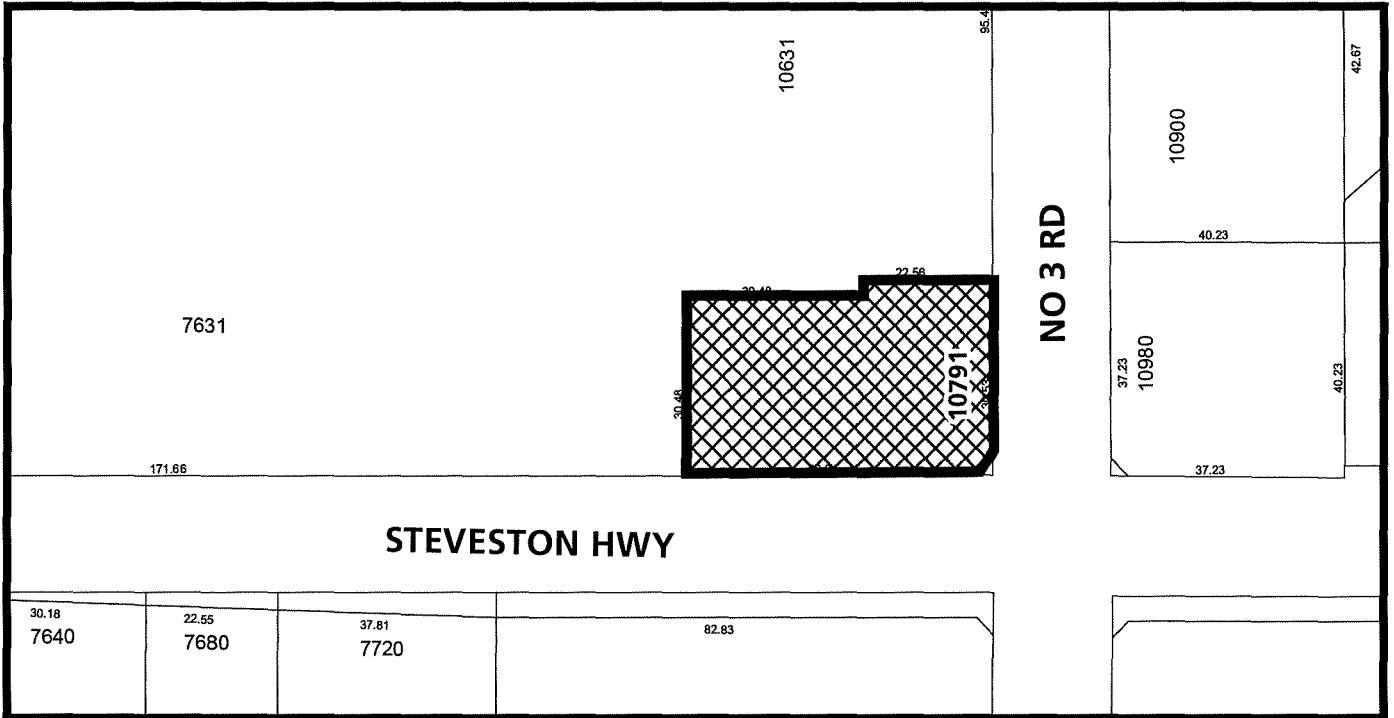
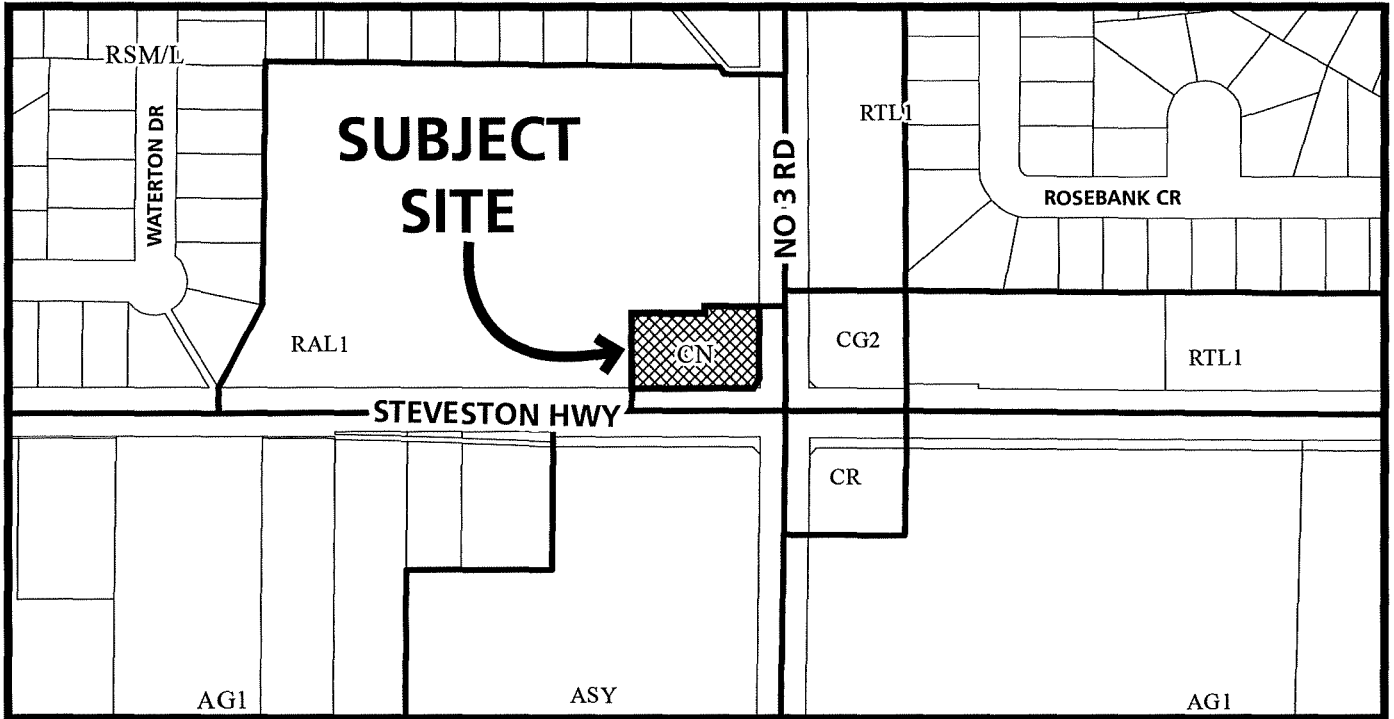
DELIVERED THIS DAY OF

MAYOR

CORPORATE OFFICER



City of Richmond



	<h2>TU 26-002761</h2> <h3>SCHEDULE "A"</h3>	Original Date: 02/17/26 Revision Date: Note: Dimensions are in METRES
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City of Richmond

Report to Committee

To: Planning Committee **Date:** March 20, 2026
From: John Hopkins **File:** 08-4045-30-02/Vol 01
 Director, Policy Planning
Re: **Review of Existing Aircraft Noise Sensitive Land Use Policies and Consideration of the Merits and Implications of Supporting New Residential Development in Affected Areas**

Staff Recommendation

That the existing approach applied in the Aberdeen and Bridgeport Village area (Option 1) as outlined in the report titled "Review of Existing Aircraft Noise Sensitive Land Use Policies and Consideration of the Merits and Implications of Supporting New Residential Development in Affected Areas", dated March 20, 2026, from the Director, Policy Planning, be preserved at this time.

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

Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Development Applications	<input checked="" type="checkbox"/>	
Economic Development	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	
Housing Office	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

At the October 21, 2025, Planning Committee meeting, staff were directed to review the existing policies that prohibit new aircraft noise sensitive uses, including new residential development, in Bridgeport and Aberdeen Village in the City Centre and to evaluate opportunities for residential development, particularly rental housing. The following referral was endorsed:

“That staff be directed to investigate the merits and technical procedure for changing the OCP and Urban Village Plan for the intended use of mixed use and high density residential and rental in the area bounded by Leslie Road, Hazelbridge Way, Cambie Road and Brown Roads. As well, investigate change in the area bounded by Beckwith Road, Charles Street, Great Canadian Way and Bridgeport Road and report back to Planning Committee as soon as possible.”

This report includes relevant background information, analysis of merits of retaining the existing OCP designations or amending the OCP to permit residential and options for Council’s consideration. The report considers the geographical areas specified in the referral (Attachment 1), together with implications for the broader Bridgeport and Aberdeen Village areas. The study area in Bridgeport Village generally includes properties east of Sexsmith Road, south of Charles Street, west of Great Canadian Way and lots fronting Beckwith Road. The study area in Aberdeen Village generally includes properties between Hazelbridge Way and Garden City Road fronting Brown Road, Odlin Crescent and Leslie Road.

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.

2.1 Ensure that Richmond’s targeted OCP update shapes the direction and character of the city.

2.5 Work collaboratively and proactively to attract and retain businesses to support a diversified economic base.

Background

The OCP strives to balance housing, economic and business development, infrastructure needs, parks and amenities, along with social and environmental factors. The OCP is also influenced by the City Centre’s proximity to Vancouver International Airport (YVR). The airport fundamentally affects land use planning, providing both opportunities (i.e., employment generator, catalyst for business development) and challenges (i.e., aircraft noise, building height restrictions). Within the City Centre, Bridgeport and Aberdeen Village are most impacted by airport operations due to their proximity to YVR’s north and south runways. This condition is reflected in the OCP’s land use planning for the area, which intends to buffer noise sensitive uses, including residential use, from airport-related impacts, while encouraging businesses and

other land uses that benefit from a downtown location and contribute to Richmond's complete community objectives.

Aircraft Noise Sensitive Development (ANSD) Policy

The Aircraft Noise Sensitive Development (ANSD) policy is a City OCP policy that was adopted by Richmond City Council in 2004 to enable consistent management of aircraft noise sensitive development and informed land use planning. Noise sensitive land uses include new residential development, schools (i.e., kindergarten to grade 12), child care, and hospitals. The policy clarifies the following:

- **Areas where noise sensitive uses may be considered, including Capstan, Oval, Lansdowne and Brighthouse Village.** Noise sensitive development, including residential development, is subject to requirements including construction practices that minimize aircraft noise indoors, and disclosure and covenants regarding impacts from aircraft noise.
- **Areas where new noise sensitive development is prohibited, including Bridgeport and Aberdeen Village.** These areas are in flight path phases (i.e., take off or landing) where overflying aircraft operate at low altitudes and result in greater noise impacts (e.g., sleep disturbance, speech interference, annoyance). Properties with existing zoning that permits residential use are permitted to rebuild in accordance with existing zoning regulations.

Consistent with livability objectives, the policy reflects the extent to which an area is affected by aircraft noise. Noise Exposure Forecast (NEF) is a metric used to measure and predict long-term impacts associated with aircraft noise. An NEF equal to or greater than 30 signals more impact from aircraft noise, increased nuisance and livability impacts (e.g., speech interruption, sleep disturbance), and greater potential for complaints. Transport Canada guidelines suggest avoiding new aircraft noise sensitive development where the NEF exceeds 30, the City's ANSD policy applies the guidelines (Attachment 2). As a City policy, not a Vancouver International Airport Authority (VIAA) policy, the ANSD policy reflects the Richmond context and is subject to Council review at its discretion.

Long-Standing Non-Residential Planning Objectives

Bridgeport and Aberdeen Village have long-established non-residential land use policies. Prior to adoption of the ANSD policy in 2004, Bridgeport and Aberdeen Village were generally designated in the OCP (Bylaw 7100) and sub-area plans for non-residential uses including a mix of commercial and industrial uses. A limited number of residential properties predate adoption of the ANSD policy. During the process of developing the ANSD policy, a randomized selection of households in areas affected by aircraft noise were asked to respond to a survey to understand how they perceived and experienced living in an area affected by aircraft noise. The findings from the survey indicated sensitivity to aircraft noise (e.g., sleep disturbance, speech interference, annoyance). In response, the policy includes a map that identifies areas subject to aircraft noise, a requirement to register covenants and disclose the effects of aircraft noise to landowners and the public, and where the OCP permits new residential development,

incorporation of sound mitigating building components to achieve defined indoor sound levels (with doors and windows closed).

Currently, 195 properties are zoned to permit residential use in Bridgeport and Aberdeen Village, all of which are zoned for single-family or duplex dwellings except for one apartment building at Aberdeen Centre that predates the ANSD policy. Some of the single-family and duplex-zoned properties are located within the geographic area specified in the referral for Aberdeen Village, as summarized in Table 1. These properties are within a Transit Oriented Area (TOA) as prescribed by provincial legislation (Bill 47: TOA) and are not subject to companion legislation that required Council to pre-zone eligible properties to permit small-scale multi-unit housing (Bill 44: Small-Scale Multi-Unit Housing). These properties are permitted to maintain or replace existing residential development under existing zoning regulations (e.g., rebuild a single-family house). New residential development that requires a rezoning is not permitted, unless otherwise approved by Council with an associated amendment to the OCP to permit new residential development.

Table 1: Properties with Zoning that Permits Residential Development

Number of Properties with Residential Zoning				% Land with Residential Zoning	
Bridgeport Village	Aberdeen Village	Bridgeport Study Area	Aberdeen Study Area	Bridgeport Village	Aberdeen Village
23	172	0	163	4.9%	21.2%

In addition to commercial and industrial development, emergency shelters and transitional housing may be considered in Bridgeport and Aberdeen Village. Emergency shelters and transitional housing are important forms of temporary accommodation that can serve as a step toward long-term housing solutions. The temporary nature of these forms of accommodation distinguishes them from long-term housing (i.e., where residents may live indefinitely) and, thus, exempts them from the ANSD policy restriction on residential use. Also exempted from the ANSD policy restriction is Aster Place, a temporary modular supportive housing facility within the geographic area referenced in the Bridgeport Village referral, on the basis that the building is temporary and was approved through a temporary use permit (not rezoning). (The Aster Place site is not included in Table 1 as it is zoned for industrial use.)

City Centre Area Plan

The City Centre Area Plan (CCAP) was adopted by Richmond City Council in 2009 and introduced a transit-oriented development framework to direct growth in six distinct urban villages and support a mix of land uses, taking into account area-specific opportunities and constraints. The plan reflected new residential lands (e.g., Oval Village and other riverfront lands) and clarified and retained lands for employment uses to off-set conversion of employment lands to residential and mixed-use development areas to ensure an adequate long-term supply of employment lands, minimize land speculation, and manage transition. In accordance with the ANSD policy, Bridgeport and Aberdeen Village are designated as employment lands that support a range of non-residential uses (e.g., office, retail, entertainment, industry, hotel, arts).

These uses are minimally affected by high aircraft noise and benefit from an urban centre location, proximity to Canada Line, and the lower land costs associated with areas set aside for non-residential use only. While the two villages share similarities, the CCAP encourages distinctions with Bridgeport Village characterized by hospitality and mixed industrial uses and Aberdeen Village characterized as a central business district and light industrial uses, as summarized in Attachment 3.

Analysis

The following section provides an analysis of redesignating Bridgeport and Aberdeen Village to permit residential development, including rental housing, and is organized around the following themes:

1. Employment Lands
2. Residential Capacity
3. Land Use Policies and Impacts on Land Values

1. Employment Lands

Richmond's OCP intends to set aside enough strategically located land for employment uses to ensure long-term economic stability, support job and business growth, achieve a diversified economy, and make Richmond more resilient and less sensitive to economic downturns. Designating lands for employment and business, including long-term commercial and industrial land reserves in Bridgeport and Aberdeen Village, and adopting policies that intend to preserve and intensify uses on employment lands (e.g., Industrial Lands Intensification Initiative) are resulting in positive outcomes. This includes:

- High job-to-resident worker ratio (i.e., 1.29 jobs per resident worker in 2021, which is a reflection of the number of jobs available in the city compared to the number of employed residents in the city);
- Lower city-wide industrial and office vacancy rates compared to regional averages (e.g., 3.0% vs 4.5% for industry and 8.6% vs 11.4% for office)¹; and
- Almost half of the City's property tax base is generated from commercial and industrial land uses.

Bridgeport and Aberdeen Village are designated to support continued diversification and growth of Richmond's economy, which is consistent with complete community objectives including those that support greenhouse gas reduction (e.g., reduce commuter demand by locating a variety of jobs and businesses closer to where more people live, enable active transportation, efficiently utilize existing infrastructure for commercial and industrial intensification alongside other high-density land uses while reducing investment in less energy-efficient infrastructure in lower density areas). Metro Vancouver's long-range employment projections for the City indicate a

¹ Cushman Wakefield C Industrial and Office Marketbeat Q4 2025

need for approximately 35,000 additional jobs to 2050, with the majority anticipated to be accommodated in Bridgeport and Aberdeen Village. Contributing factors include the following:

- High-value employment sectors are attracted to well-located urban lands that help them attract and retain higher-than-average wage employees seeking proximity to rapid transit, urban amenities (e.g., waterfront, parks, restaurants, shopping), high quality housing and related features.
- Proximity to major transportation corridors, including the airport, make Bridgeport and Aberdeen Village unique business opportunities suitable for a broad range of employment uses.
- The CCAP's designation of Bridgeport and Aberdeen Village as employment land reserves is consistent with Metro 2050 objectives to support a variety of employment uses in urban areas with access to key transportation corridors and aligns with regional land use planning that requires the City to allocate lands for long-term employment purposes.
- While the current development environment, which is characterized by high construction costs, constrained labour markets, and challenging financing conditions, continues to pose challenges, redevelopment interest remains. There are 22 applications for development in Bridgeport and Aberdeen Village, at various stages of the approval process, that are consistent with the land use plan. Staff continue to work with applicants to advance these applications. Similar to trends observed elsewhere in the city, developers are currently proceeding at a slower pace, though this is anticipated to change alongside changes to market conditions.
- Retaining the Bridgeport and Aberdeen employment land reserves contributes to a stable business environment, employer and investor confidence, and long-term flexibility for future growth and adaptation to changing markets and economic opportunities.

In addition, by designating Bridgeport and Aberdeen Village for employment uses the City reduces the number of residents affected by high aircraft noise, which reduces noise complaints that may otherwise affect YVR operations and its employees, which includes 6,000 Richmond residents, and Richmond's extensive airport-related businesses. These objectives are reflected in the Record of Understanding between the City and YVR, which was prepared at the time the ANSD policy was drafted, and outlines strategies to better manage aircraft noise sensitive development, minimize the number of residents living in high aircraft noise areas, mitigate aircraft noise, and support airport operations (Attachment 4). While the Record of Understanding is nonbinding, it reflects mutual agreement to collaboratively review the feasibility of increasing building heights in areas affected by Federal Aeronautical Zoning Regulations (i.e., near City Hall/Brighthouse Station). Supporting new residential development in aircraft noise sensitive areas may jeopardize YVR's cooperation, as accommodating additional residents in areas affected by high aircraft noise would be contrary to a fundamental intention of the agreement. Continuing to prohibit new residential development in areas affected by aircraft noise simultaneously supports City objectives related to livability and complete communities, airport-oriented employment, and the long-term viability of YVR operations.

2. Residential Capacity

New residential development in areas affected by aircraft noise is not required to accommodate projected population growth. Provincial legislation that came into effect in June 2024 increased residential development capacity in the City, despite projected growth to 2050 already being accommodated by land use plans that were in place prior to the following significant changes in provincial legislation:

- Bill 47: Transit-Oriented Areas (TOA) added additional capacity in City Centre Villages where new residential development is permitted (i.e., Capstan, Oval, Lansdowne and Brighthouse Village) by approximately 30,000 additional dwelling units and 60,000 people. The TOA legislation also extended the boundary for high-density development (i.e., a large portion of the established low-density Oaks neighbourhood is located within 800 metres of Bridgeport and Capstan Station as identified in Attachment 5).
- Bill 44: Small-Scale Multi-Unit Housing (SSMUH) added capacity that will support densification of traditional single-family neighbourhoods and increases capacity by approximately 65,000 additional dwelling units and 130,000 people.

New residential development would be subject to the building height and density specified in the Minimum Allowable Density Framework (MD Framework), which is defined in Provincial legislation and applies in designated TOAs where density up to 5.0 floor area ratio (FAR) is permitted (Attachment 6). Permitting new residential development in the geographic areas specified in the referral (Attachment 1) would further increase capacity by approximately 1,000 additional dwelling units and 2,000 people in Bridgeport Village and 5,000 additional dwelling units and 10,000 people in Aberdeen Village. Should residential development be supported in a larger geographic area, projected capacity could increase significantly. Based on the building heights and densities specified in the MD Framework (Attachment 6), new residential development throughout Bridgeport and Aberdeen Village could accommodate approximately 30,000 dwelling units and 60,000 residents.

OCP 2050 focuses on managing growth to build more housing that is more affordable for more households, notwithstanding the limiting effect of provincial housing legislation on local government autonomy as it relates to land use planning. OCP 2050 includes new policies that support greater variety and availability of a range of housing types and tenures to better respond to housing needs, including differences in housing type, income, ability, life stage and values and provisions to make it easier to build rental housing city-wide.

3. Land Use Policies and Impacts on Land Values

All lands in the city are assigned an OCP land use designation that reflects an intended contribution to complete community objectives and align with Metro Vancouver's Regional Growth Strategy. The designation also intends to discourage negative impacts, including land speculation, that can affect livability and destabilize a healthy local economy. To date, the

OCP's non-residential land use designations in Bridgeport and Aberdeen Village have resulted in those areas having lower land values than areas designated for residential uses. Signalling a possible change to current land use designations in Bridgeport and Aberdeen Village to permit new noise-sensitive development, including residential development, can be expected to lead to higher land prices consistent with the market value of residential lands. Outcomes may include, but are not limited to the following considerations:

- While the first residential developers in Bridgeport and Aberdeen Village may benefit from lower land costs (e.g., due to acquiring land prior to a change in City policy), subsequent developments would be subject to higher residential market prices, which could impact financial feasibility and result in higher costs for future buyers/renters, as generally seen in today's residential development market.
- The prospect of residential use in the Bridgeport and Aberdeen Village area may create a condition where existing landowners 'hold out' for residential-level prices, which typically exceed prices that are affordable to commercial and industrial developers/tenants. This could undermine the area's ability to retain existing businesses (e.g., higher taxes, decreased landowner willingness to commit to long-term non-residential tenants) and make it difficult to attract and retain new employment uses and development, resulting in companies and investors choosing to locate in other parts of the region where land is more affordable.
- Prescribing a minimum non-residential build requirement in new mixed-use development in Bridgeport and/or Aberdeen Village could mitigate the potential loss of employment space. However, experience elsewhere in the City Centre shows that this approach generally delivers ground floor retail, hotels and small office units; not the large office and industrial buildings and floorplates (and associated flexibility) required by large employers to accommodate different space and location needs for various sectors (i.e., variation in location and land size may affect supply chain optimization, co-location efficiency opportunities, compatible adjacencies).
- Reducing employment lands may increase pressure on Richmond's agricultural lands, and other more affordable properties including industrial lands, for conversion to higher value jobs and business uses.

While the above outlines the significance of long-term land use planning for employment lands at the local level, preserving and supporting intensification of industrial lands, including those in Bridgeport and Aberdeen Village, is equally significant from a regional perspective. Industrial lands disproportionately contribute to economic viability. Industrial lands make up four per cent of land in the region yet industrial activity accounts for almost a quarter of all jobs in the region and the jobs are associated with pay 14 per cent higher on average than non-industrial jobs. Industrial lands supported a total Gross Domestic Product (GDP) impact (including direct, indirect and induced activities) of over \$43 billion within the region in 2021, or approximately 30 per cent of the total GDP generated in the region.

Technical Procedure for Changing the OCP

The options listed below for Council's consideration evaluate the merits and implications of amending existing land use designations to permit noise-sensitive uses, including residential

development, in Bridgeport and Aberdeen Village generally or within the areas specified in the referral (Attachment 1) based on the following objectives:

- **Livable community:** In addition to standard components in the built and natural environment that affect quality of life, health and well-being, in Bridgeport and Aberdeen Village, livability considers aircraft noise (e.g., sleep disturbance, speech interference, annoyance).
- **Housing supply and affordability:** Availability of diverse, appropriate, and affordable housing options, including prioritizing new rental housing development.
- **Diversified economy:** Involves long-term planning that balances competing demands, protects and optimizes lands that are well-suited for employment uses, and includes a mix of different types of employment lands (e.g., location, size, supporting uses and infrastructure access).
- **Predictability and stability:** Long-term planning that protects employment lands includes flexibility without stimulating land speculation that drives up the price of land or pressure to convert other lands (e.g., industrial, agriculture) to permit employment and business uses.

Option 1: Preserve Existing Approach to Land Use Planning (“No Change”) (Recommended)

Land use designations in the recently refreshed OCP 2050, including those in the Bridgeport and Aberdeen Village, are consistent with objectives for a livable, more affordable community with a strong economy that reflects a balanced mix of land uses. While aircraft technology and operating procedures intend to reduce aircraft noise, the ANSD Policy and land use planning that designates Bridgeport and Aberdeen Village as an employment reserve continues to be applicable as airport operations will continue to affect noise-sensitive uses (e.g., traffic is increasing post-pandemic, flight path changes, localized and nighttime noise concerns, outdoor spaces remain affected by aircraft noise). Further, the lands are well-suited to employment and arts and culture use. An evaluation of the recommended option, Option 1: Preserve Existing Balanced Approach to Land Use Planning (“No change”), is summarized in Table 2.

Table 2: Option 1: Preserve Existing Approach to Land Use Planning (“No Change”) (Recommended)

Objective	Summary
Livable Community	<ul style="list-style-type: none"> • No new aircraft sensitive development in areas affected by high aircraft noise.
Housing Supply and Affordability	<ul style="list-style-type: none"> • OCP 2050 designates sufficient lands to meet projected growth and supports housing affordability in residential areas city-wide. • Secured rental development is prioritized and supported by measures to lower costs (e.g., “fast track” application review process, form-based development model with provisions for additional height and/or variable density, additional parking reductions).
Diversified Economy	<ul style="list-style-type: none"> • Consistent with various Council adopted plans and strategies, which include protecting employment lands near rapid transit, encouraging investment from employers and businesses, and minimizing land speculation and pressure to convert and/or redesignate other lands for displaced employment uses.
Predictability and Stability	

Option 2: Area Plan Update for a Specific Area Within Bridgeport and/or Aberdeen Village

Introducing new residential development in Bridgeport and/or Aberdeen Village, including rental housing, would require, among other things, a comprehensive review of the impacts on the City’s utility and transportation plans (e.g., pump stations, new road connections), parks and open space plans, community amenities, short- and long-term jobs and business impacts, and funding mechanisms (e.g., Development Cost Charge program), taking into account intended housing outcomes (e.g., household types, incomes, age, tenure, and related needs), all of which may vary depending on the geographic boundaries of the areas under consideration. This work would be undertaken as part of a detailed Area Planning process. An evaluation of Option 2 is summarized in Table 3.

Table 3: Option 2: Area Plan Update for a Specific Area Within Bridgeport and/or Aberdeen Village

Objective	Summary
Livable Community	<ul style="list-style-type: none"> Permits new residential development in areas affected by high aircraft noise. New residential development may be affected by incompatible abutting and nearby uses (e.g., light industrial, manufacturing, processing).
Housing Supply and Affordability	<ul style="list-style-type: none"> Permitting new residential development would increase residential capacity in the City Centre. Rental tenure could be used to support affordability. Purpose-built rental development is unlikely to include below-market and non-market rental housing units as only market housing is required to include secured affordable housing.
Diversified Economy	<ul style="list-style-type: none"> Reduces employment lands in the City. Permitting residential development may affect YVR operations.
Predictability and Stability	<ul style="list-style-type: none"> Land speculation may significantly impact economic and business development and retention, as well as increase pressure to convert other areas in the city to accommodate displaced businesses.

If Council directs staff to pursue Option 2, prior to initiating a detailed Area Planning process, staff require direction from Council regarding the following:

- **The geographic area where residential development would be supported.** Council direction is required on whether new residential development would be considered within the geographic area specified in the referral and shown in Attachment 1, or another geographic area as defined by Council.
- **The type of residential development supported.** Council direction is required on whether residential use is to be limited to rental tenure development only, which may include below-market/non-market homes alongside market rental homes.

Upon receiving confirmation from Council regarding the study area boundaries and intended housing objectives, staff would initiate a detailed Area Planning process that includes the following:

- **Public and stakeholder consultation.** Staff will prepare and seek Council endorsement of a consultation plan. In addition to engagement with the public and partners, including YVR and the School Board, early consultation with the Ministry of Transportation and

Transit (MOTT) is recommended to assess the feasibility of residential development. While MOTT approval is not required to amend the OCP, MOTT approval would be necessary for rezoning within 800 metres of a controlled access highway intersection or interchange, making MOTT approval a requirement for rezoning in Bridgeport Village and portions of Aberdeen Village.

- **Analysis and consideration of key land use planning considerations.** Preparation of an Area Plan will consider the following factors:
 - **Economic and business development:** Analysis of effects on the operational viability of existing and proposed businesses, impacts on YVR operations, opportunities to preserve lands for employment and light-industrial use, and broad application of non-residential minimums in all new mixed-use development in City Centre.
 - **Land use transition:** Analysis of anticipated changes including potential business displacement and increased pressure for the conversion of other lands.
 - **Building form/character:** Evaluation of potential building forms and minimum site assembly requirements resulting from building height and density that is imposed by the Provincial TOA MD Framework. Required transitions and/or buffers to address the interface between residential development and surrounding employment lands would also be considered.
 - **Alignment with OCP:** Consideration of how changes affect complete community objectives, including those to rebalance growth between inside and outside City Centre and preserve non-residential land uses.
 - **Infrastructure and viability:** Assessment of the implications on the City's utility plans and servicing requirements, transportation plans and site access, the Moray Bridge replacement, and Development Cost Charges.
 - **Parks, amenities and public realm:** Analysis of the implications of redistributing residential uses, including the likelihood that new residential development would not fully meet outdoor amenity requirements and new residents may have reduced access to nearby amenities and community services.
 - **Arts and culture:** Assessment of potential impacts on the City's Arts District and other related arts and culture initiatives.
 - **Building practices:** Review of current indoor noise attenuation construction practices, including materials, performance standards, and costs associated with mitigating noise.

Financial Impact

No financial impacts are associated with recommended Option 1: Preserve Existing Balanced Approach to Land Use Planning.

Pursuing Option 2: Area Plan Update for a Specific Area Within Bridgeport and/or Aberdeen Village would require additional budget resources to support the comprehensive land use planning process. If an amended area plan is adopted, there would be additional costs to upgrade

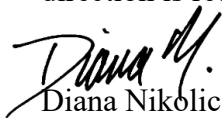
City utilities, infrastructure and amenities in order to provide new residents with a level of service that is comparable to that provided elsewhere in the city. The City's Development Cost Charges program would need to be updated to reflect infrastructure costs that are related to new growth.

Conclusion

This report responds to the Planning Committee referral that directed staff to review the merits of changing the Official Community Plan land use designation in the City Centre's Bridgeport and Aberdeen Village areas to permit residential uses, including rental housing. The analysis considers existing policies prohibiting new aircraft noise sensitive uses, including new residential development, together with potential short- and long-term implications for economic and business development, challenges associated with protecting employment lands from being converted to non-employment land uses, and complete community objectives. Two options are presented for Council's consideration including:

- Option 1: Preserve Existing Approach to Land Use Planning ("No change") (**Recommended**); and
- Option 2: Area Plan Update for a Specific Area Within Bridgeport and/or Aberdeen Village.

Staff recommend that Committee receive this report for information and direct staff in accordance with Option 1, which preserves the existing balanced approach to land use planning in accordance with OCP 2050. Should Council direct staff to advance Option 2, Council direction is required regarding the study area boundaries and intended housing objectives.



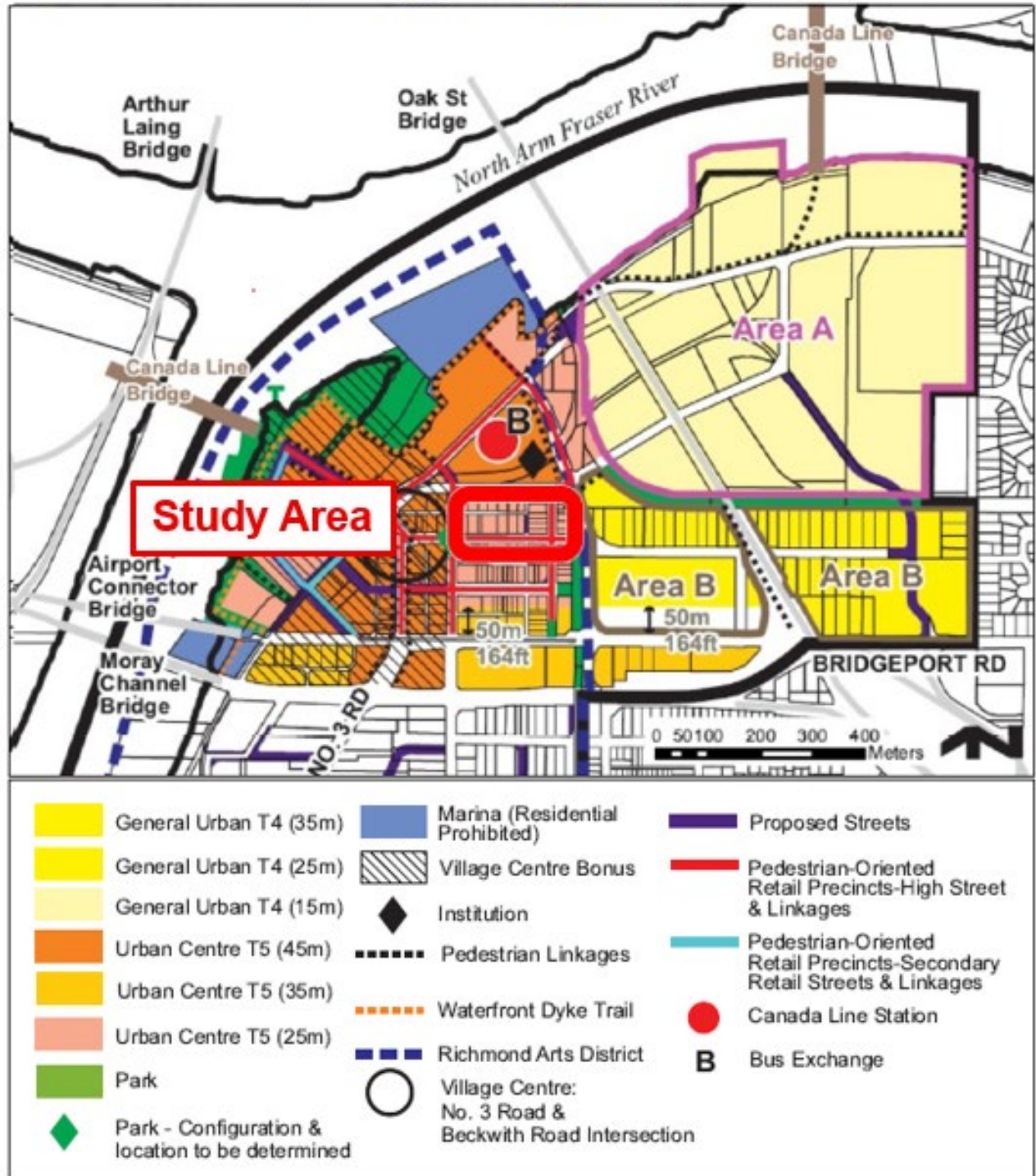
Diana Nikolic, MCIP
Manager, Land Use Policy
(604-276-4040)

DN:cas

- Att. 1: Bridgeport and Aberdeen Village Land Use Plans and Target Referral Areas
2: Aircraft Noise Sensitive Development (ANSD) Map
3: Commercial and Industrial Reserve in Bridgeport and Aberdeen Village
4: Summary of Record of Understanding: Aircraft Noise Sensitive Development
5: TOA - Minimum Allowable Density (MD) Framework: Currently Affected Lands
6: TOA - Minimum Allowable Density (MD) Framework: Potentially Affected Lands

Bridgeport and Aberdeen Village Land Use Plans and Target Referral Areas

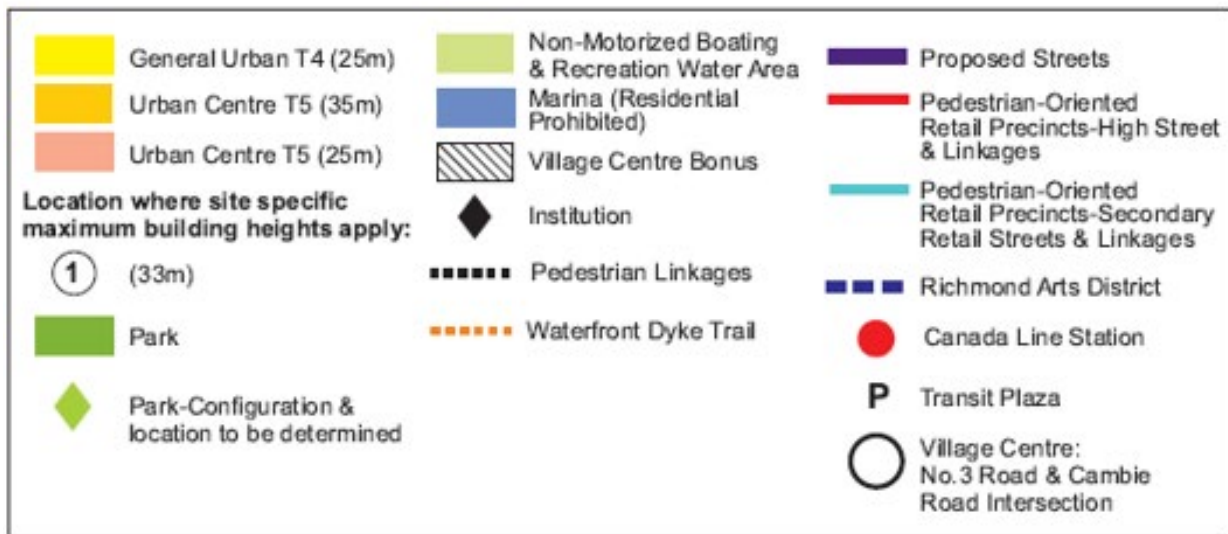
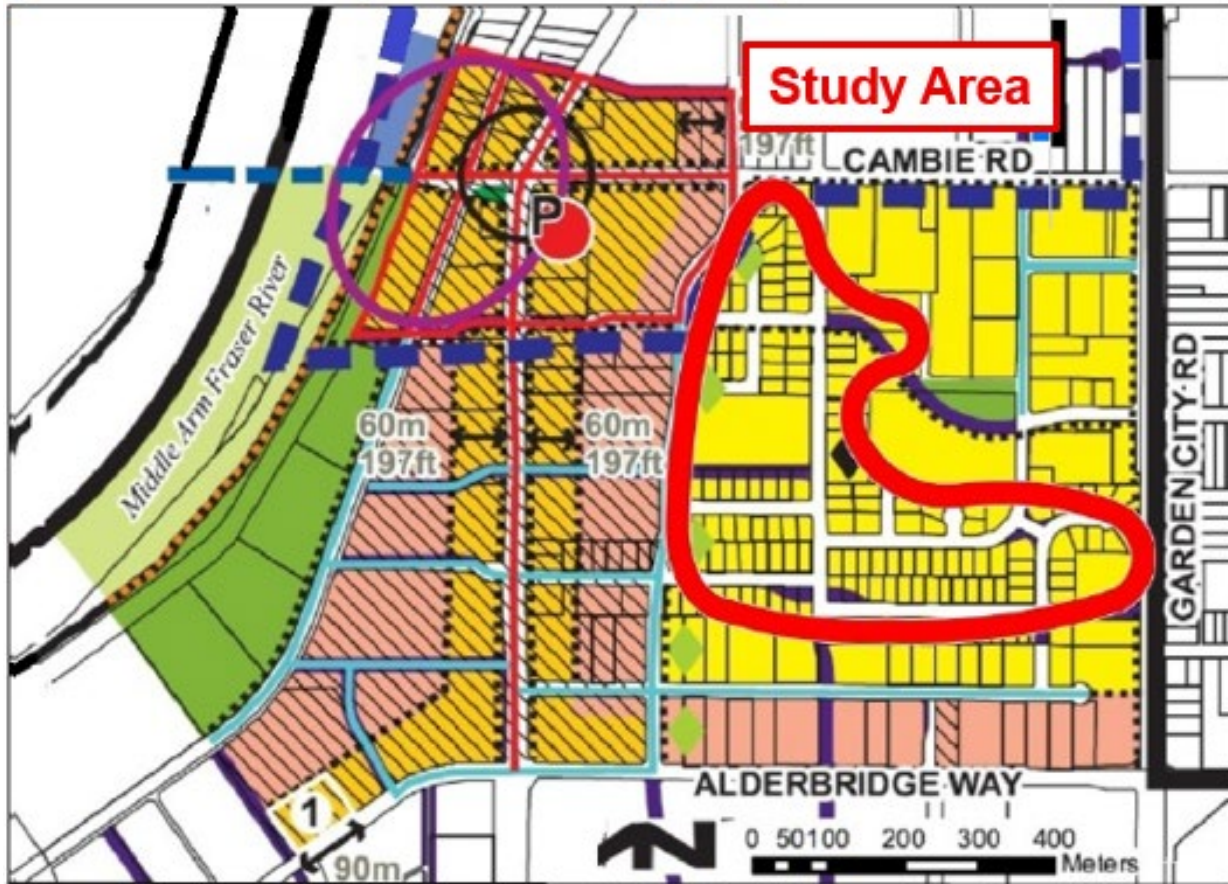
Specific Land Use Map: Bridgeport Village (2031) Bylaw 10/190
2022/07/18



*Maximum building height may be subject to established Airport Zoning Regulations in certain areas.

Bridgeport and Aberdeen Village Land Use Plans and Target Referral Areas

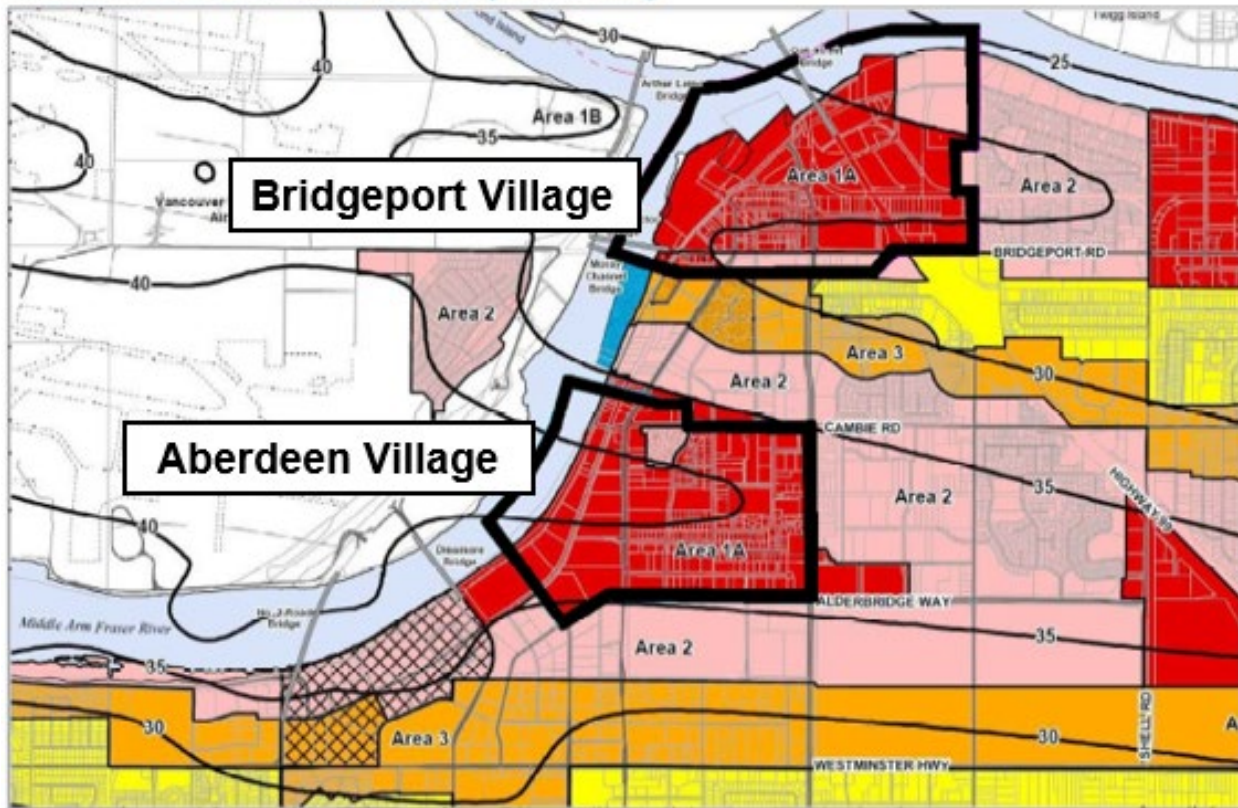
Specific Land Use Map: Aberdeen Village (2031) 2019/05/21



Maximum building height may be subject to established Airport Zoning Regulations in certain areas.

Aircraft Noise Sensitive Development (ANSD) Map

Aircraft Noise Sensitive Development Map



Aircraft Noise Sensitive Development (ANSD) Policy Areas
(see Aircraft Noise Sensitive Development Policy Table)

No New Aircraft Noise Sensitive Land Uses:

AREA 1A

New Aircraft Noise Sensitive Land Use Prohibited

AREA 1B

New Residential Land Uses Prohibited

Areas where Aircraft Noise Sensitive Land Uses may be considered: subject to Aircraft Noise Mitigation Requirements

AREA 2

All Aircraft Noise Sensitive Land Uses (except new single family) may be considered (see Table for exceptions)

AREA 3

All Aircraft Noise Sensitive Land Use types may be considered

AREA 4

All Aircraft Noise Sensitive Land Use types may be considered

No Aircraft Noise Mitigation Requirements

AREA 5

All Aircraft Noise Sensitive Land Use types may be considered

Objective: Current rezoning may proceed prior to Area Plan updates, based on the formula:
- Residential use: Up to 2/3 of the buildable square feet (BSF);
- Non-residential use: The remaining BSF (e.g., 1/3)

Objective: To support the 2010 Olympic Speed Skating Oval:
- Residential use: Up to 2/3 of the buildable square feet (BSF);
- Non-residential use: The remaining BSF (e.g., 1/3)

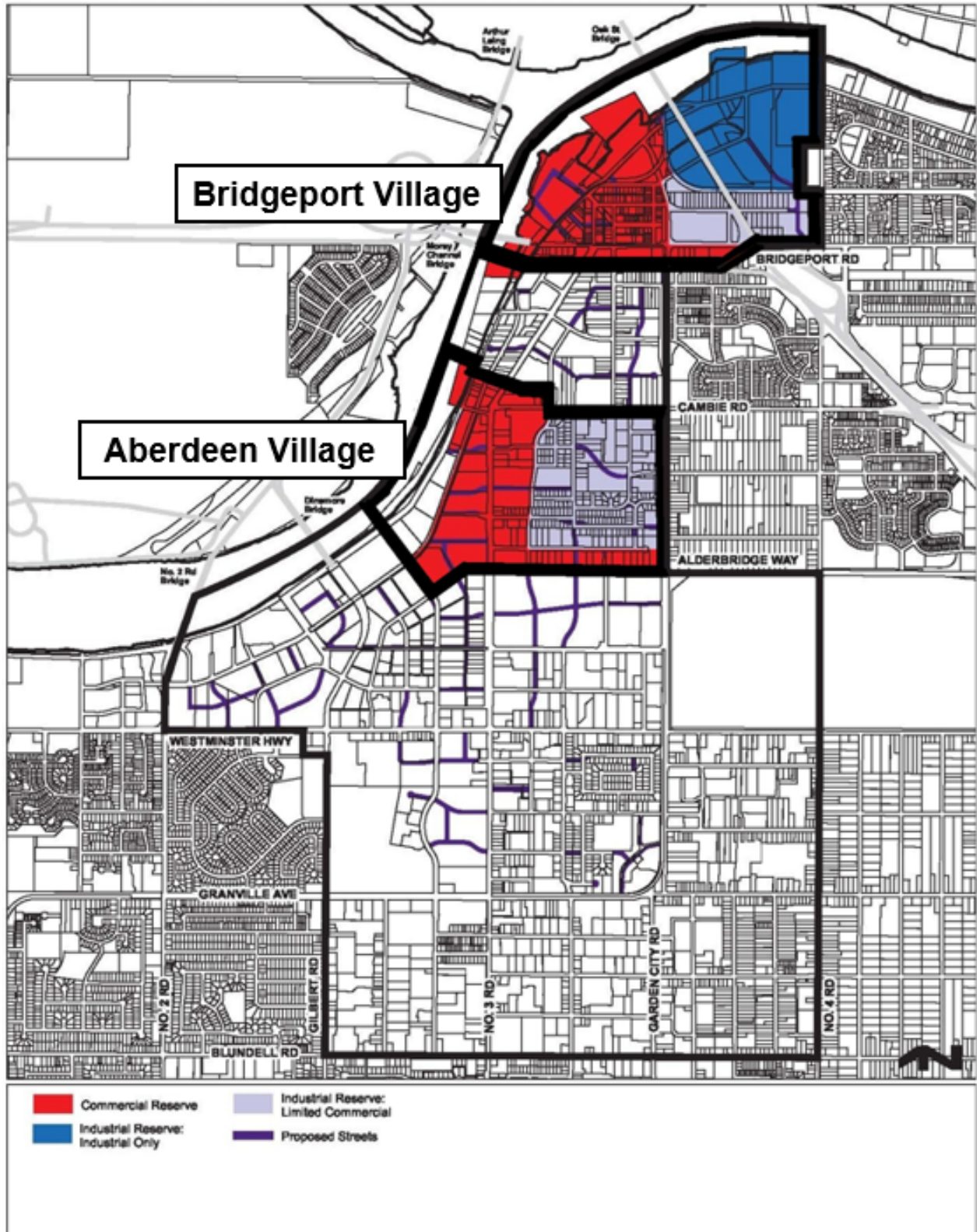
On Fraser River Above 30 NEF Residential (e.g. house boats) may be considered

2015 Noise Exposer Forecast (NEF) Contours

Extent of Aircraft Noise insulation

Commercial and Industrial Reserve in Bridgeport and Aberdeen Village

Overlay Boundary – Commercial & Industrial Reserves Map (2031) citynew 2009.3
2017/05/08



Summary of Record of Understanding: Aircraft Noise Sensitive Development

The summary of the Record of Understanding between the City and Vancouver International Airport Authority (VIAA) was prepared by the City of Richmond and was attached to “OCP Aircraft Noise Sensitive Development Policy”, dated November 4, 2004, from the Manager, Policy Planning.

1. Purpose

To summarize the understanding between the City and VIAA regarding City improvements to better manage aircraft noise sensitive development and mitigate aircraft noise through a comprehensive policy.

2. City Policy Improvements

Based on discussions between the City and the VIAA, the City will undertake the following in its efforts to address the concerns raised by the VIAA and to better balance the needs of the City, VIAA and stakeholders:

(1) Define “aircraft noise sensitive uses” namely:

Use Category	Meaning
Residential	Defined as all residential uses, including live/work and work/live uses, nursing homes.
School	Defined as public and private places in which K-12 education is offered, as per provincial requirements.
Day Care	Defined as licensed day care uses.
Hospital	Defined as places which provide medical services, as per provincial requirements where patients stay overnight or for longer periods of time.

(2) Identify Prohibited Areas – RED on OCP Map

- Areas where all aircraft noise sensitive uses are prohibited.
- Areas where residential development is prohibited in many VIAA priority avoidance areas.

(3) Identify Other Aircraft Noise Sensitive Development Areas – PINK, ORANGE, YELLOW on OCP Map

- Areas where some aircraft noise sensitive uses are limited (e.g., only multi-family permitted in certain high noise areas) and conditions are imposed.

(4) Identify City Centre Re-Planning Conditions

- Areas where no aircraft noise sensitive development rezonings will be considered, until after the City Centre is re-planned (after late 2005). Residential will be allowed in this area but will be subject to the preparation of a detailed area plan and will probably be in the form of mixed use.

(5) Identify Conditions for the West Cambie Area Plan – the Alexandra Quarter Section

- No residential uses are to be allowed along the west and south edges to reduce aircraft noise nuisance. These areas are proposed for non-residential use in the latest draft Area Plan.

(6) Identify Conditions for Current (2004) Noise Sensitive Development Rezoning Proposals

- For current aircraft noise sensitive rezoning proposals (i.e., Aberdeen, SunTech, Wall) a formula was used, namely:
 - Residential use: Up to 2/3 of the buildable square feet (BSF); and
 - Non-residential use: The remaining BSF (e.g., 1/3).

(7) Identify Conditions for the 2010 Olympic Winter Games Speed Skating Oval Site and Precinct

- For the proposed Olympic Speed Skating Oval site and precinct:
 - Residential use: Up to 2/3 of the buildable square feet (BSF); and
 - Non-residential use: The remaining BSF (e.g., 1/3).

(8) Identify Conditions for the Bridgeport Road Median

- For the road median between Bridgeport Road and Sea Island Way:
 - West end (above the 30+ NEF) - no residential uses are to be allowed, due to current aircraft noise, possible future increases in aircraft noise due to expanded airport operations and as the area has livability limitations due to high levels of traffic; and
 - Reminder (below 30 NEF) - aircraft noise sensitive development may occur after City Centre re-planning.

(9) Possible Building Bylaw Aircraft Noise Mitigation Requirements

- The City may be able to amend the City’s Building Bylaw, subject to Provincial approval, to require noise mitigation at the Building Permit stage. This will be investigated.

(10) Improved City Aircraft Noise Mitigation Measures

- The City and VIAA have agreed to work co-operatively to:
 - Improve the legal wording and conditions of the existing City noise covenant; and
 - Consider new legal tools to improve aircraft noise mitigation requirements.

(11) Improved Public Awareness Measures

- The City and VIAA have agreed to work co-operatively to:
 - Improve the legal wording and of the existing City noise covenant; and
 - Consider new ways and legal tools to improve public awareness and notification of aircraft noise including possible disclosure statements.

(12) A Possible Increase in Building Height Due to the Airport

- The VIAA has identified areas within the City which are currently affected by the federal Aeronautical Zoning requirements, where it may be possible to allow increased building height due to the airport. Additional collaboration is required.
- Note that:
 - “Building height” is a safety issue, while aircraft noise is a nuisance issue; and
 - Transport Canada makes the final decisions regarding any building height increases, not the VIAA or City.
 - This matter will require additional collaboration among the City, VIAA, Transport Canada, developers and the community, before a decision to permit a building height increase can be reached.
 - It is acknowledged that the identified areas of possible building height increase, may or may not be suitable to the City due to City planning considerations.

(13) City – VIAA Ongoing Collaboration

It is the City’s intention to continue co-operating with the VIAA including:

Initiative	Comment
1. City – VIAA Co-ordination	Continued City participation through the: <ul style="list-style-type: none"> - VIAA Board, - YVR Noise Management Committee, and - YVR Environmental Committee

Initiative	Comment
2. Airport Planning	<ul style="list-style-type: none"> - As the VIAA updates its long-range airport land use and related plans, the City will continue to participate, as appropriate. - VIAA is encouraged to: <ul style="list-style-type: none"> - Identify a long term airport build-out plan; - Identify the long term airport and aircraft noise impacts; - Improve its long-range land use; and - Continue its efforts regarding noise management, environmental and related plans.
3. Aircraft Noise Mitigation Research	<p>As the federal government and others are responsible for establishing and improving national recognized aircraft noise assessment tools (e.g., NEF model and alternatives) and building design standards, the City will participate in such initiatives, as appropriate, including improved aircraft noise mitigation research and modelling, for example:</p> <ul style="list-style-type: none"> - Interior Noise Level Limits; - Building Design Elements; and - Community Design Elements.
4. Public Awareness Research	<p>The City will co-operate, as appropriate, to improve public awareness techniques and aircraft noise mitigation, for example, improved:</p> <ul style="list-style-type: none"> - Noise Covenants; - Full Disclosure Statements; - Noise Insulation Standards; and - Acoustic insulation requirements at the Building Permit stage.

3. Status

Both parties acknowledge that the City, with significant input from the VIAA, has worked to develop a City policy that better:

- Balances the interests of all parties;
- Recognizes their respective interests and priorities;
- Establishes common principles; and
- Establishes much improved aircraft noise mitigation and management practices with respect to aircraft noise sensitive developments.

The City policy better:

1. Formally recognizes and supports the importance of Vancouver International Airport as a World Class Gateway airport which operates 24-hours a day and is important to the World, province, region and City, both now and into the future;
2. Protects land in high airport noise areas and under the flight path for no airport noise sensitive development;
3. Improves density controls and other mechanisms to minimize the number of residents living in high airport noise areas;
4. Establishes strong mitigation requirements; and
5. Encourages the City to work to provide the best possible protection from legal and non-legal challenges against the City and the VIAA, including attempts to restrict and curtail aircraft operations.

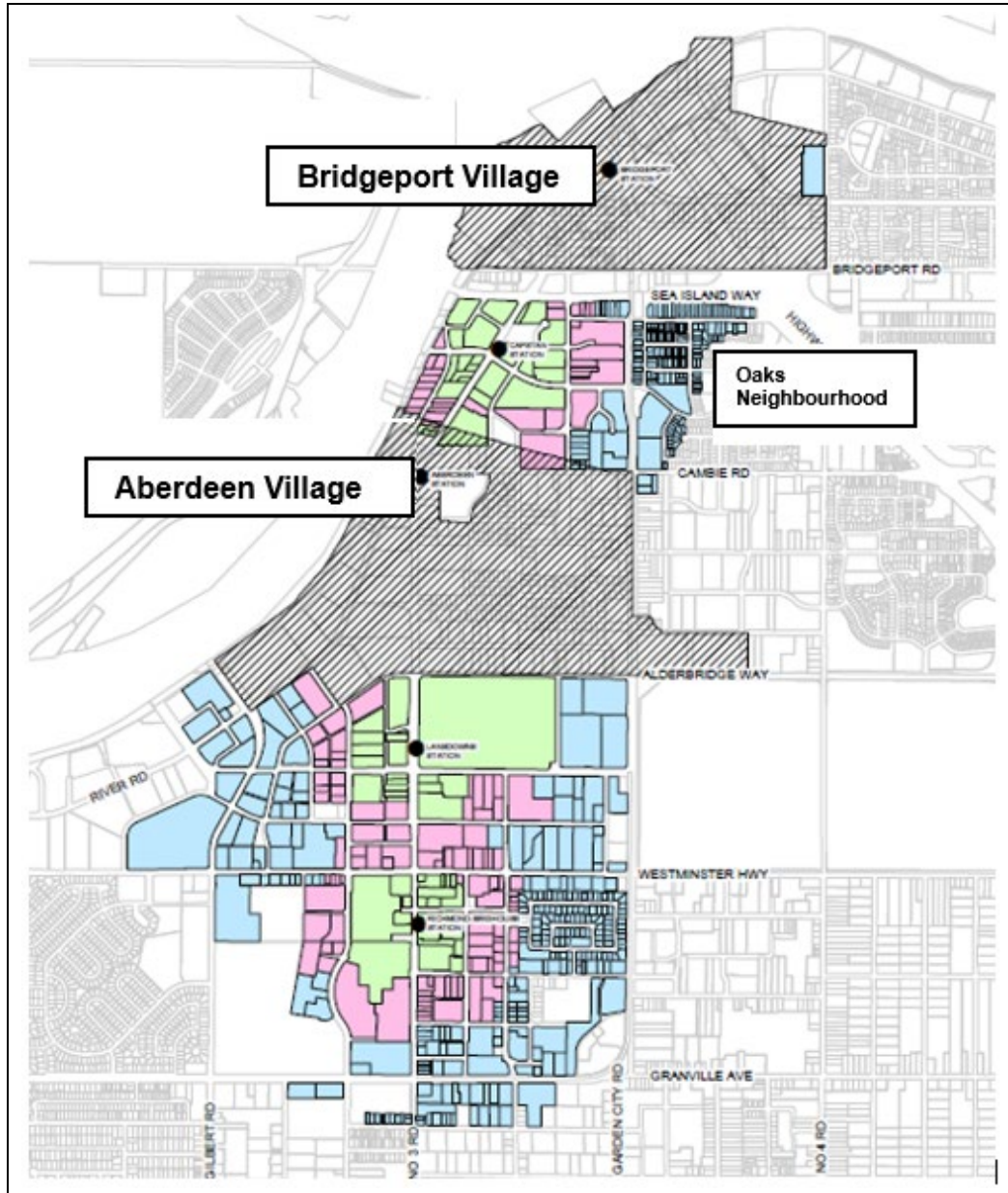
As the VIAA follows Transport Canada land use planning guidelines, which recommend against aircraft noise sensitive developments in the 30+ NEF contour area, the City policy, while a significant improvement, does not address all VIAA interests.

Both Parties acknowledge that ongoing City-VIAA co-operation and collaboration are required to improve the City’s aircraft noise management policy and mitigation requirements, to better protect the interests of both the City and the VIAA.

Prepared by City of Richmond

TOA - Minimum Allowable Density (MD) Framework: **Currently Affected Lands**

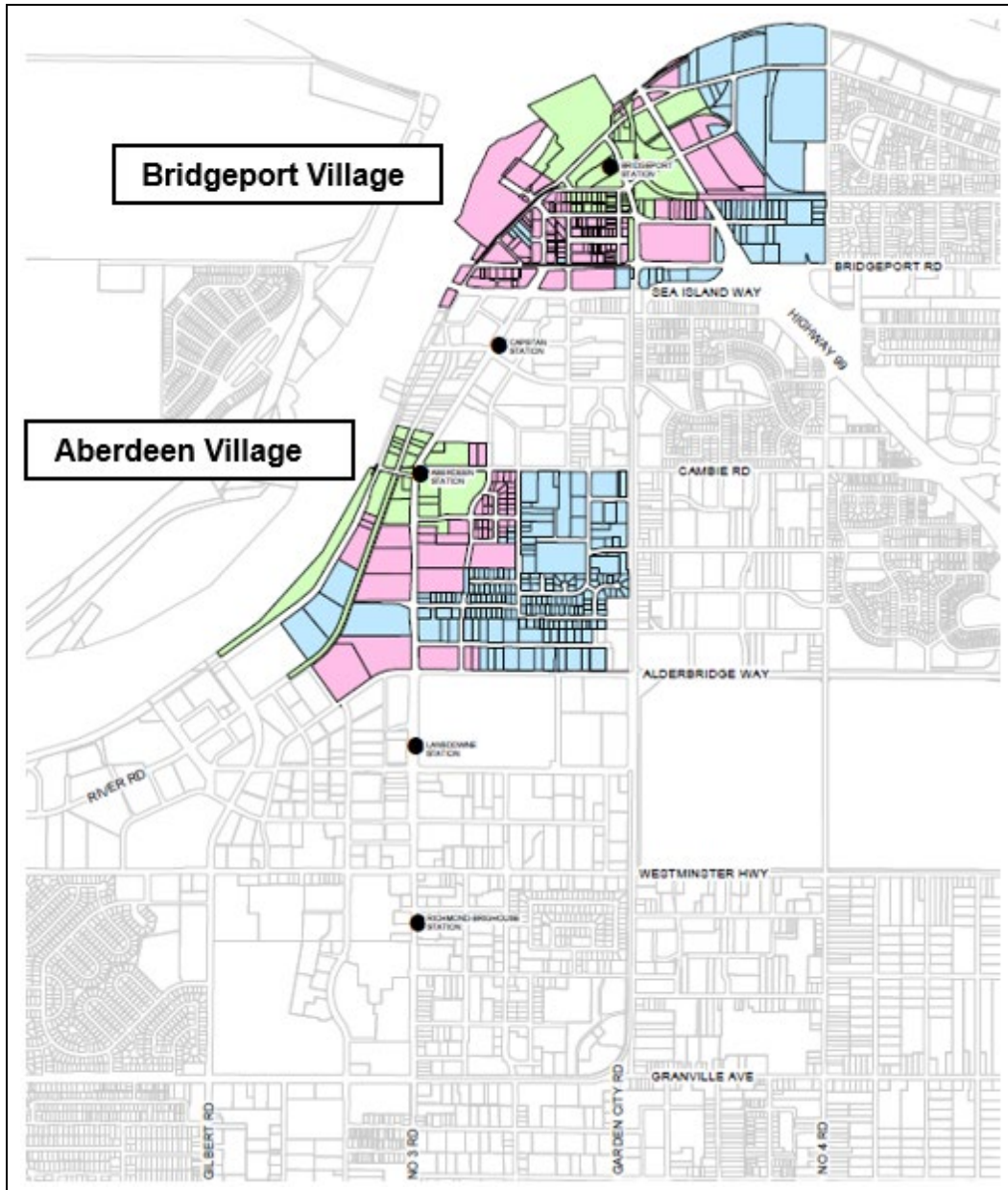
- **Existing areas where the MD Framework prescribes minimum heights and densities for residential development** based on current OCP land use designations (i.e., Capstan, Lansdowne, Brighthouse, Oval Village, and the Oaks neighbourhood)



MD FRAMEWORK / MINIMUM DENSITIES & HEIGHTS				
TOA Type	Tier	Prescribed Distance to a Canada Line Station (m)	Minimum Allowable Density (FAR)	Minimum Allowable Height (Storeys)
Skytrain	1	Less than 200	Up to 5.0	Up to 20
	2	200-400	Up to 4.0	Up to 12
	3	400-800	Up to 3.0	Up to 8

TOA - Minimum Allowable Density (MD) Framework: **Potentially Affected Lands**

- **Additional areas where the MD Framework would prescribe minimum heights and densities for residential development** if OCP land use designations were amended to permit residential uses in Bridgeport and Aberdeen Village



MD FRAMEWORK / MINIMUM DENSITIES & HEIGHTS				
TOA Type	Tier	Prescribed Distance to a Canada Line Station (m)	Minimum Allowable Density (FAR)	Minimum Allowable Height (Storeys)
Skytrain	1	Less than 200	Up to 5.0	Up to 20
	2	200-400	Up to 4.0	Up to 12
	3	400-800	Up to 3.0	Up to 8



City of Richmond

Report to Committee

To: Planning Committee

Date: March 11, 2026

From: Peter Russell
Director, Housing

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

Re: **Housing Agreement Amendment Application for 7557 Cst. Jimmy Ng Road (formerly 6551 No. 3 Road)**

Staff Recommendation

That Housing Agreement (Affordable Housing) (6551 No.3 Road) Bylaw No. 9952, Amendment Bylaw 10708 be introduced and given first, second, and third readings.

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

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

Staff Report

Origin

This report outlines a request from the property owner RCRES Nominee Ltd. ('Owner') to amend the Housing Agreement applicable to 79 Low-End Market Rental (LEMR) homes within Phase 1 of the Richmond Centre redevelopment. The 79 LEMR homes are clustered into one tower (7557 Cst. Jimmy Ng Road, Richmond, BC), are managed by a non-profit organization (Richmond Kiwanis Senior Citizens' Housing Society), and are now all tenanted. Phase 1 of the redevelopment also includes 1,087 market-ownership homes and 11,681 m² (125,725 ft²) of commercial space. The housing units were secured through the associated Official Community Plan Amendment (CP 16-752923) adopted July 13, 2020. The requested amendments would enable the Owner to charge LEMR tenants for the use of assigned parking spaces and would establish asset limits as set out in Council Policy No. 5475, being the "Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy". The ability to charge tenants for vehicle parking would apply to tenancy agreements entered into following the adoption of Council Policy No. 5475 on July 28, 2025, while asset considerations would only apply to tenancy agreements entered into after the adoption of the subject bylaw.

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

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

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

Analysis

On November 12, 2024, Council approved changes to the City's Low-End Market Rental (LEMR) Program, updating the permitted rents and income thresholds as described in the report titled "Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing" dated October 16, 2024. In December 2024, the Owner applied to amend Housing Agreement (Affordable Housing) (6551 No. 3 Road) Bylaw 9952, to update the rates as approved by Council. The amendments to Bylaw 9952 were implemented via Amendment Bylaw 10634, adopted on March 10, 2025.

The amending bylaw currently under application, if adopted, would have the effect of repealing and replacing the existing housing agreement. The repeal and replace approach ensures consistency in the terms of the agreement and lessens the administrative burden when carrying out the statutory declaration process. In addition to amendments pertaining to the ability to charge LEMR tenants for vehicle parking and the introduction of asset thresholds, the changes include drafting updates that modernize the older agreement without altering the core obligations of the owner. Notable changes to the agreement are outlined below:

- The amendment bylaw includes a provision to allow the LEMR owner to charge tenants for parking subject to Council Policy 5475. Current rates for parking within Transit-

Oriented Areas per the Policy are fixed at a maximum of \$100.00 per month, with no adjustments allowed.

- The amendment bylaw includes a provision to set a maximum household asset limit of \$100,000.00 per Council Policy 5475.

The ability to charge tenants for vehicle parking would apply to tenancy agreements entered into following the adoption of Council Policy 5475 on July 28, 2025. Consideration of assets would form part of any future tenancy agreements entered into following the adoption of the subject bylaw, as well as part of any future statutory declaration process.

Financial Impact

None

Conclusion

The proposed housing agreement amendment aligns with maximum charges for vehicle parking and maximum asset limits for LEMR tenants set out in Council Policy 5475, endorsed by Council in July 2025. It is recommended that Housing Agreement (Affordable Housing) (6551 No. 3 Road) Bylaw No. 9952, Amendment Bylaw 10708, be introduced and given first, second, and third readings.



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



**Housing Agreement (Affordable Housing)
(6551 No. 3 Rd) Bylaw No. 9952,
Amendment Bylaw No. 10708**

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 an amendment to a housing agreement, substantially in the form set out as Schedule B to this Bylaw, with the owner of the lands described in Schedule A to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (Affordable Housing) (6551 No. 3 Rd) Bylaw No. 9952, Amendment Bylaw No. 10708.”**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

SCHEDULE A to Bylaw No. 10708

LANDS

Those lands and premises located in the City of Richmond and municipally and legally described as follows:

<i>Municipal Address</i>	<i>Legal Description</i>
7557 Cst. Jimmy Ng Road, Richmond, B.C.	Parcel Identifier: 032-417-063 Air Space Parcel 3 Section 8 Block 4 North Range 6 West New Westminster District Air Space Plan EPP136490

SCHEDULE B TO BYLAW NO. 10708

AMENDMENT TO HOUSING AGREEMENT BETWEEN RCCOM LP, AIMCO REALTY
INVESTORS LP, 7904185 CANADA INC., RC (SOUTH) INC., RCRES LP AND
RCRES NOMINEE LTD., AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference _____, 2026 (the “**Effective Date**”)

AMONG:

RCCOM LP (Reg. No. XP0696226), a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8, by its general partner **RCCOM GP INC.** (Inc. No. 002505246), a corporation duly incorporated under the laws of the Province of Ontario and extra-provincially registered in British Columbia under Reg. No. A0099427, and having its delivery address in British Columbia at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8

and

AIMCO REALTY INVESTORS LP (Reg. No. XP0699448), a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at Suite 1700 – 666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner **AIMCO RE GP CORP.** (Inc. No. 2015600709), a corporation duly incorporated under the laws of the Province of Alberta and extra-provincially registered in British Columbia under Reg. No. A0100192, and having its delivery address in British Columbia at Suite 1600 – 10250 101 Street NW, Edmonton, Alberta T5J 3P4

(collectively, the “**Lot 2 Beneficiary**”)

AND:

7904185 CANADA INC. (Inc. No. 7904185) a company duly incorporated under the laws of Canada and extra-provincially registered in British Columbia under Reg. No. A0118233, and having its registered office at Suite 1600 – 10250 101 Street NW, Edmonton, Alberta T5J 3P4 as to an undivided 1/2 interest

and

RC (SOUTH) INC. (Inc. No. 2510864), a company duly incorporated under the laws of the Province of Ontario and extra-provincially registered in British Columbia under Reg. No. A0099783, and having its head office at Suite 500 – 20 Queen Street West, Toronto, Ontario M5H 3R4 as to an undivided 1/2 interest

(collectively, the “**Lot 2 Nominee**”, and together with the Lot 2 Beneficiary, the “**Lot 2 Owner**”)

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7557 Cst. Jimmy Ng Road (formerly, 6551 No. 3 Road), Richmond, BC
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AND:

RCRES LP (Reg. No. XP0696230), a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8, by its general partners, **THE CADILLAC FAIRVIEW CORPORATION LIMITED** (Inc. No. 3271809), a corporation duly continued under the laws of the Province of Nova Scotia and extra-provincially registered in British Columbia under Reg. No. A0088251, and having its delivery address in British Columbia at 20th Floor – 250 Howe Street, Vancouver, British Columbia V6C 3R8, **ARI RICHRES GP INC.** (Inc. No. 2020970543), a corporation duly incorporated under the laws of the Province of Alberta and extra-provincially registered in British Columbia under Reg. No. A0104975, and having its office at Suite 1600 – 10250 101 Street NW, Edmonton, Alberta T5J 3P4, and **SHAPE LIVING CORP.** (Inc. No. BC0934395), a corporation duly incorporated under the laws of the Province of British Columbia and having its office at 3100 – 1090 Pender St. W., Box 315, Vancouver, British Columbia V6E 0E3

(the “**ASP3 Beneficiary**”)

AND:

RCRES NOMINEE LTD. (Inc. No. BC1264251), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 2300 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5

(the “**ASP3 Nominee**”, and together with the ASP3 Beneficiary, the “**ASP3 Owner**”)

(the Lot 2 Owner and the ASP3 Owner are collectively, 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

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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, which have been or will be developed to include the Development comprised of a combination of commercial and residential improvements;
- D. The City requires that the Affordable Housing Units be rented out by the Owner in perpetuity and that the Affordable Housing Units be managed by a Non-Profit Operator; and in connection with the OCP amendment in respect of the Parent Parcel, the Owner and the City entered into a housing agreement dated January 28, 2019 pursuant to Section 483 of the *Local Government Act*, which housing agreement (the “**Original Housing Agreement**”) was noted on title to the Parent Parcel under number CA7636363;
- E. The Owner has subdivided the Parent Parcel to create, *inter alia*, the Lands;
- F. The Owner and the City entered into an amendment and modification to the Original Housing Agreement on March 10, 2025 (the “**Modification**”), which Modification was noted on title to the Lands under number CB2087184;
- G. In order to address certain updates regarding affordable housing, the Owner has requested and the City has agreed to replace the Original Housing Agreement, as amended by and including the Modification, (together, the “**Existing Housing Agreement**”) with this Agreement on the terms and conditions set out herein.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words have the following meanings:
 - (a) “**Affordable Housing Amenities**” means the Affordable Housing Recreational Amenities and the Affordable Housing Transportation Facilities;
 - (b) “**Affordable Housing Parking**” means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
 - (c) “**Affordable Housing Recreational Amenities**” means all common space for active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all Tenants of the Affordable Housing Units in a Building, as required by the OCP, CCAP, any of the OCPA Considerations applicable to such Building, and the Development Permit process, including without limitation all related access routes;
 - (d) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

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- (e) **“Affordable Housing Tower”** means a Tower containing only Affordable Housing Units and located within a Building;
- (f) **“Affordable Housing Transportation Facilities”** means any transportation facilities provided for the use of all Tenants of the Affordable Housing Units in a Building, as required by any of the OCPA Considerations applicable to such Building and the applicable Development Permit, including without limitation the Affordable Housing Parking and any related electric vehicle charging stations, bicycle storage facilities, electric bicycle charging stations, and related access routes;
- (g) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any of the OCPA Considerations applicable to the Development;
- (h) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (i) **“ASP3”** means those lands and premises located in the City of Richmond and municipally described as 7557 Cst. Jimmy Ng Road, Richmond, B.C. and legally described as Parcel Identifier: 032-417-063, Air Space Parcel 3 Section 8 Block 4 North Range 6 West New Westminster District Air Space Plan EPP136490, as may be Subdivided from time to time;
- (j) **“ASP3 Beneficiary”** has the meaning set out in the party recitals;
- (k) **“ASP3 Nominee”** has the meaning set out in the party recitals;
- (l) **“ASP3 Owner”** has the meaning set out in the party recitals;
- (m) **“Assets”** means property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies, and for the purposes of this Agreement include, in particular, the following:
 - (i) stocks, bonds, term deposits, mutual funds and cash;
 - (ii) business equity in a private incorporated company including cash, GICs, bonds, stocks or real estate; and
 - (iii) real estate equity, net of debt,
 and exclude, in particular, the following:
 - (iv) Registered Education Savings Plans (RESPs), Registered Retirement Saving Plans (RRSPs), Registered Disability Savings Plans (RDSPs), and Registered Retirement Income Funds (RRIF);
 - (v) trade and business tools essential to continue currently active employment, such as farm equipment, specialized tools and vehicles;

- (vi) personal effects;
- (vii) bursaries or scholarships from educational institutions for any household member that is a current student; and
- (viii) assets derived from compensatory packages from any government, for example Indian Residential School Settlements and Japanese Canadian Redress;
- (n) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, and which contains one or more Towers, and if a Building contains an Affordable Housing Tower, such Building will also contain one or more Towers that are not Affordable Housing Towers;
- (o) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (p) **“CCAP”** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (q) **“City”** means the City of Richmond;
- (r) **“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;
- (s) **“CMHC”** means the Canada Mortgage and Housing Corporation or its successor in function;
- (t) **“CMHC Average Rental Rates”** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to “3 Bedroom +” shall apply;
- (u) **“Common Amenities”** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (v) **“Common Recreational Facilities”** means any common space for active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities provided for the use of all owners, occupants, and tenants, including all Tenants, of the Towers comprising any Building, as required by any of the OCPA Considerations applicable to such Building and the applicable Development Permit, including without limitation the Outdoor Amenity Areas and related access routes;
- (w) **“Common Transportation Facilities”** means any transportation facilities provided for the use of all owners, occupants, and tenants, including all Tenants, of the Towers comprising any Building, as required by any of the OCPA Considerations applicable to such Building and the applicable Development Permit, including without limitation any shared visitor parking, shared loading bays, and related access routes;

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- (x) “CPI” means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (y) “Daily Amount” means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (z) “Development” means the mixed-use residential and commercial development constructed or to be constructed on the Lands;
- (aa) “Development Permit” means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 17-768248;
- (bb) “Director, Housing Office” means the City’s Director, Housing Office, and his or her designate;
- (cc) “Dwelling Unit” means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a strata plan and includes, where the context permits, an Affordable Housing Unit;
- (dd) “Effective Date” has the meaning set out on page 1 of this Agreement;
- (ee) “Eligible Tenant” means a Family:
 - (i) having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
 - A. 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:
 - B. if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual

income for the subsequent year shall remain unchanged from the previous year; and

- C. in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted cumulative gross annual income in any particular year shall be final and conclusive; and
- (ii) owning Assets valued at \$100,000 or less (or such higher amount as may be permitted by the City from time to time pursuant to a Council approved policy), as calculated by the City in any particular year, in accordance with the LEMR Parking, Tenant Asset and Income Exceedance Policy; and in the absence of obvious error or mistake, any calculation by the City of the value of an Eligible Tenant’s Assets in any particular year shall be final and conclusive. The parties acknowledge and agree that the foregoing criteria regarding Assets shall not apply to any Tenant under a Pre-Existing Tenancy Agreement to determine if they are Eligible Tenants;
- (ff) **“Existing Housing Agreement”** has the meaning set out in the recitals;
- (gg) **“Family”** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (hh) **“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;
- (ii) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Affordable Housing Units;
- (jj) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (kk) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (ll) **“Lands”** means ASP3 and Lot 2, as either may be Subdivided from time to time;
- (mm) **“LEMR Parking, Tenant Asset and Income Exceedance Policy”** means the Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy approved by City Council on July 28, 2025, which, *inter alia*, allows the owner of Affordable Housing Units to charge for parking and to implement an asset test limit for new Tenants, as amended or replaced from time to time;

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- (nn) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (oo) “**Lot**” means ASP3 or Lot 2, as the context may require;
- (pp) “**Lot 2**” means those lands and premises located in the City of Richmond legally described as Parcel Identifier: 031-146-481, Lot 2 Section 8 Block 4 North Range 6 West New Westminster District Plan EPP87774, as may be Subdivided from time to time;
- (qq) “**Lot 2 Beneficiary**” has the meaning set out in the party recitals;
- (rr) “**Lot 2 Nominee**” has the meaning set out in the party recitals;
- (ss) “**Lot 2 Owner**” has the meaning set out in the party recitals;
- (tt) “**LTO**” means the New Westminster Land Title Office or its successor;
- (uu) “**Modification**” has the meaning set out in the recitals;
- (vv) “**Non-Profit Operator**” has the meaning set out in Section 3.5;
- (ww) “**Occupancy Certificate**” means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced from time to time;
- (xx) “**OCP**” means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (yy) “**OCPA Considerations**” means the Official Community Plan Amendment Considerations dated September 10, 2018 and issued to the Owner by the City in connection with the Development and as supplemented from time to time;
- (zz) “**Original Housing Agreement**” has the meaning set out in the recitals;
- (aaa) “**Outdoor Amenity Areas**” means, with respect to a particular Building, the outdoor common areas and facilities for such Building intended for use by all owners, occupants and tenants of the Towers comprising the Building;
- (bbb) “**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;
- (ccc) “**Parent Parcel**” means lands formerly legally described as PID: 017-863-686, Lot A (BF285836), Section 8, Block 4 North, Range 6 West, New Westminster District Plan 317877, and includes any lot or parcel into which said Parent Parcel was Subdivided;

- (ddd) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any parcel formed by the registration of an air space subdivision plan in respect of the Lands which contains the parking spaces in the Development, or (iii) an owner of any lands that contain the Affordable Housing Parking, or (iv) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (eee) **“Permitted Rent”** means:
 - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement, provided that:
 - (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
 - (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (fff) **“Pre-Existing Tenancy Agreement”** means any Tenancy Agreement made in compliance with the Existing Housing Agreement and executed prior to the Effective Date;
- (ggg) **“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;
- (hhh) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof, and includes the *Residential Tenancy Regulation*;
- (iii) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (jjj) **“Senior”** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (kkk) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (lll) **“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,

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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*;

- (mmm) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (nnn) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (ooo) “**Tower**” means a tower located within a Building, and includes an Affordable Housing Tower.

1.2 In this Agreement:

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

- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.
- 1.3 Effective as of the Effective Date, the Existing Housing Agreement is hereby replaced in its entirety to read as set forth in this Agreement, except as otherwise set out below in this Section 1.3. Notwithstanding the foregoing, the parties acknowledge and agree that the Pre-Existing Tenancy Agreements may not comply with all terms of this Agreement to the extent such terms are modified from or additional to the terms of the Existing Housing Agreement, and to the extent there is a conflict or inconsistency between the terms of the Existing Housing Agreement and the terms of this Agreement with respect to a matter involving a Pre-Existing Tenancy Agreement (or a Tenant thereunder), the terms of the Existing Housing Agreement will survive and govern to the extent of such conflict or inconsistency unless otherwise specified herein. For the avoidance of doubt, the Owner will not be in default under this Agreement if a Pre-Existing Tenancy Agreement (or Tenant thereunder) does not comply with any terms of this Agreement which were modified from or are additional to those terms contained in the Existing Housing Agreement, or if the Owner cannot comply with any terms of this Agreement with respect to a Pre-Existing Tenancy Agreement (or Tenant thereunder) due to the fact that such term is modified from or additional to those terms contained in the Existing Housing Agreement.

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement. Notwithstanding the foregoing, the parties agree that a statutory declaration in respect of a Pre-Existing Tenancy Agreement may not contain all of the information set out in Schedule A hereto, if such information was not required under the Existing Housing Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:

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- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit which includes any residential use (excluding parking intended as an ancillary use to non-parking uses), unless and until the Owner has submitted to the City a Development Permit application that includes the Affordable Housing Units, the Affordable Housing Amenities, and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit which includes any residential use (excluding parking intended as an ancillary use to non-parking uses), unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, the Affordable Housing Amenities, and all other ancillary and related spaces, uses, common areas, and features, in accordance with the applicable Development Permit;
- (c) with respect to ASP3 and Lot 2, on a lot by lot basis, not apply for an Occupancy Certificate in respect of any Dwelling Unit or any portion of any Building on such Lot, in part or in whole (except for parking) for any residential uses, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, in respect of any Dwelling Unit or Building on such Lot, in part or in whole (except for parking) for any residential uses unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units for such Lot and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the OCPA Considerations, the Housing Covenant, the Development Permit, the Building Permit, any staging covenant, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units on such Lot, and any facilities for the use of the Affordable Housing Units, including all applicable Affordable Housing Amenities and Common Amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building(s) in which the Affordable Housing Units for such Lot are situated, confirming that the Affordable Housing Units, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with the Development Permit, the Building Permit, and this Agreement;
- (d) with respect to ASP3 and Lot 2, on a lot by lot basis, not permit the Development on such Lot or any portion thereof to be occupied, unless and until the Affordable Housing Units for such Lot have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units;
- (e) not Subdivide either Lot in a manner where less than all the Affordable Housing Units on that Lot are contained within a single air space parcel, without the prior written consent of the City and in compliance with any applicable staging covenant; and

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- (f) not Subdivide either Lot in a manner where the Affordable Housing Units on that Lot are individual strata lots or where less than all the Affordable Housing Units on a Lot are contained within one strata lot, without the prior written consent of the City.

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

- 3.1 The Owner will not permit an Affordable Housing Unit or any Affordable Housing Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit, or Affordable Housing 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. Notwithstanding the foregoing, this Section shall not prevent the Owner from engaging a Parking Operator to operate parking spaces in the Development, including any Affordable Housing Parking.
- 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 on two adjacent floors located in a 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 located on two adjacent floors in a Building; and
 - (b) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act* and applicable privacy laws, the Owner will ensure that each Tenancy Agreement entered into after the Effective Date:
 - (a) includes the following provision:

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

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other purpose, each month during the Tenant's occupation of the Affordable Housing Unit:

- (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) a statement of the total value of Assets owned by all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit;
 - (iv) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (v) the number of occupants of the Affordable Housing Unit who are Seniors;
- (b) defines the term "Landlord" as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

- 3.5 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization qualified and experienced in the management of housing units similar to the Affordable Housing Units and acceptable to the City (each, a "**Non-Profit Operator**") to operate and manage the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. Any Non-Profit Operator(s) retained by the Owner pursuant to this Section 3.5, unless otherwise authorized in writing by the City, must manage and operate no less (but may operate more) than all of the Affordable Housing Units located on two adjacent floors in a Building.

Without limiting the foregoing, any Non-Profit Operator retained pursuant to this Section 3.5 must have as one of its prime objectives the operation of affordable housing within the City of Richmond. At the request of the City, from time to time, the Owner shall deliver to the City a copy of the agreement (fully signed and current) with any Non-Profit Operator(s), 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 and the Director, Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitors of Tenants (to the extent such areas are designated for access and use by visitors) to have full access to and use and enjoy all applicable Affordable Housing Amenities and all applicable Common Amenities, and will not Subdivide the Lands unless all easements and rights of way are in place to secure the use of any Affordable Housing Amenities and any Common Amenities for the Building within which the Tenant's Affordable Housing Units is located which are not located within the same legal lot or airspace parcel as the applicable Affordable Housing Units;
- (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 for the Building within which the Tenant's Affordable Housing Unit is located, Affordable Housing Amenities, common property, limited common property, or other common areas, facilities or amenities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;

provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant for the following:

- (vii) the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, electricity (including electricity fees, charges, and rates associated with the Tenant's use of electrical vehicle and bicycle charging stations or infrastructure), or district energy charges (including for heating, cooling, or domestic hot water heating);
- (viii) a parking charge for the Tenant's exclusive use of one or more Affordable Housing Parking spaces in accordance with and to the maximum amounts set out in the LEMR Parking, Tenant Asset and Income Exceedance Policy, and for greater certainty, notwithstanding Section 1.3 hereof or anything set out in the Existing Housing Agreement, the Owner may levy a parking charge in accordance with this Section 3.7(d)(viii) on any Tenant who entered into Tenancy Agreement (including a Pre-Existing Tenancy Agreement) after the date the LEMR Parking, Tenant Asset and Income Exceedance Policy was adopted by City Council, being July 28, 2025;

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- (ix) the Owner's cost, if any, of installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development) by or on behalf of the Tenant; and
 - (x) security and cleaning fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room (if any) located on the Lands that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by any other residential occupant of the Development;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement entered into after the Effective Date;
- (f) the Owner will include in each Tenancy Agreement entered into after the Effective Date a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) subject to any contrary provisions in the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement entered into after the Effective Date 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(ee)(i) of this Agreement;
 - (iii) the value of the total Assets of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(ee)(ii) of this Agreement;
 - (iv) 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;
 - (v) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (vi) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each of the foregoing, such breach is not cured within 10 days of notice from the Owner to the Tenant setting out the particulars of such breach. In the case of each breach, subject to the applicable cure periods and the requirements of the *Residential Tenancy Act*, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.7(g)(ii) and 3.7(g)(iii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant or value of*

Assets rises above amounts prescribed in Section 1.1(ee), Eligible Tenant, of this Agreement], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the Residential Tenancy Act. In respect of Sections 3.7(g)(ii) and 3.7(g)(iii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.8 If the Owner has terminated the Tenancy Agreement, then, subject to the requirements of the *Residential Tenancy Act*, the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.9 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw, which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Affordable Housing Amenities, Common Amenities, common property, limited common property or other common areas, facilities or amenities, for the Building within which the Tenant's Affordable Housing Units is located, of the strata corporation contrary to Section 3.7(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for anything contrary to Section 3.7(d), including without limitation paying for the use of bicycle storage, electric vehicle and bicycle charging stations or related facilities, notwithstanding that the strata corporation may levy such bicycle storage, electric vehicle and bicycle charging stations or related facilities charges or fees on all of the other owners, tenants, or any other permitted occupants or visitors of all of the strata lots in the applicable strata plan which are not Affordable Housing Units.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Affordable Housing Amenities, any Common Amenities, common property, limited common property or other common areas, facilities or amenities, for the Building within which the Tenant's Affordable Housing Unit is located, of the strata corporation contrary to Section 3.7(d) 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 Building which are not Affordable Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, subject to the *Residential Tenancy Act*, 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;

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- (c) an Affordable Housing Unit is operated and maintained by an entity that is not a Non-Profit Operator in accordance with Section 3.5; or
- (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant (in each case past any applicable cure periods),

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

6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

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

- 6.3 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant that is not cured within any applicable cure periods 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*;

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- (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, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner;
 - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
 - (iv) the City is satisfied that the Owner has made adequate arrangements, through reciprocal easements or otherwise, to ensure that the Owner(s), the Tenants and any other permitted occupants of the Affordable Housing Units have the access necessary to ensure their continued ability to use and enjoy the applicable Affordable Housing Amenities and Common Amenities.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no additional cost or charge to the Tenant. The parties acknowledge and agree that the Owner may charge the Tenant for damage caused by the Tenant to the Affordable Housing Units, any Building, the Affordable Housing Amenities, or the Common Amenities in excess of reasonable wear and tear.

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

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

to ensure that the Affordable Housing Amenities and 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 Affordable Housing Amenities and the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Affordable Housing Amenities and the Common Amenities, and/or the Parking Operator, as applicable.

If the Owner fails to ensure good and efficient management of the Affordable Housing Units and, as applicable, the Affordable Housing Amenities and the Common Amenities, or maintain the Affordable Housing Units and, as applicable, the Affordable Housing Amenities and the Common Amenities as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage and maintain the Affordable Housing Units and applicable Affordable Housing Amenities and Common Amenities.

7.5 Indemnity

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

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

constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;

- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

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

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

7.7 Survival

The obligations of the Owner set out in Sections 7.5 and 7.6 of this Agreement will survive termination or discharge of this Agreement.

7.8 Priority

The Owner will use all commercially reasonable efforts available to the Owner, 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;

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- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the Effective Date, 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 Lot 2 Owner or the ASP3 Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the entities comprising the Lot 2 Owner or the entities comprising the ASP3 Owner, as applicable, shall be joint and several, provided that, notwithstanding the foregoing or anything else contained herein, the ASP3 Owner will not be liable for breaches of this Agreement by the Lot 2 Owner, and the Lot 2 Owner will not be liable for breaches of this Agreement by the ASP3 Owner.

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 or beneficial owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered or beneficial 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 or beneficial 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 or beneficial owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

[remainder of page intentionally blank]

7.25 Counterparts

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

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

RCCOM LP, by its general partner,
RCCOM GP INC., by its authorized signatory(ies):

Per: 
Name: David Fenrich
Title: Authorized Signatory

Per: 
Name: Josh Thomson
Title: Authorized Signatory


AIMCO REALTY INVESTORS LP, by its general partner,
AIMCO RE GP CORP., by its authorized signatory:

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

7904185 CANADA INC., by its authorized signatory:

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

RC (SOUTH) INC., by its authorized signatory(ies):

Per: 
Name: David Fenrich
Title: Authorized Signatory

Per: 
Name: Josh Thomson
Title: Authorized Signatory

[signatures continue on following page]

Housing Agreement (Section 483, Local Government Act)
7557 Cst. Jimmy Ng Road (formerly, 6551 No. 3 Road), Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248

OCP Amendment Considerations No. 3, Bylaw No. 9952, Amendment Bylaw No. 10708

7.25 Counterparts

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


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

RCCOM LP, by its general partner,
RCCOM GP INC., by its authorized signatory(ies):

Per: _____
Name: David Fenrich
Title: Authorized Signatory

Per: _____
Name: Josh Thomson
Title: Authorized Signatory

AIMCO REALTY INVESTORS LP, by its general partner,
AIMCO RE GP CORP., by its authorized signatory:

Per:  _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

7904185 CANADA INC., by its authorized signatory:

Per:  _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

RC (SOUTH) INC., by its authorized signatory(ies):

Per: _____
Name: David Fenrich
Title: Authorized Signatory


Per: _____
Name: Josh Thomson
Title: Authorized Signatory

[signatures continue on following page]

Housing Agreement (Section 483, Local Government Act)
7557 Cst. Jimmy Ng Road (formerly, 6551 No. 3 Road), Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3, Bylaw No. 9952, Amendment Bylaw No. 10708

RCRES LP, by its general partners,
THE CADILLAC FAIRVIEW CORPORATION LIMITED,
ARI RICHRES GP INC. and **SHAPE LIVING CORP.,**
by their respective authorized signatory(ies):

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: 
Name: David Fenrich
Title: Authorized Signatory

Per: 
Name: Josh Thomson
Title: Authorized Signatory

ARI RICHRES GP INC.

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

SHAPE LIVING CORP.

Per: _____
Name: Brad Stokes
Title: Authorized Signatory

RCRES NOMINEE LTD., by its authorized signatory:

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

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)

RCRES LP, by its general partners,
THE CADILLAC FAIRVIEW CORPORATION LIMITED,
ARI RICHRES GP INC. and SHAPE LIVING CORP.,
by their respective authorized signatory(ies):

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: _____
Name: David Fenrich
Title: Authorized Signatory

Per: _____
Name: Josh Thomson
Title: Authorized Signatory

ARI RICHRES GP INC.

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

SHAPE LIVING CORP.

Per: _____
Name: Brad Stokes
Title: Authorized Signatory

RCRES NOMINEE LTD., by its authorized signatory:

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

CITY OF RICHMOND
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RCRES LP, by its general partners,
THE CADILLAC FAIRVIEW CORPORATION LIMITED,
ARI RICHRES GP INC. and SHAPE LIVING CORP.,
by their respective authorized signatory(ies):

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: _____
Name: David Fenrich
Title: Authorized Signatory

Per: _____
Name: Josh Thomson
Title: Authorized Signatory

ARI RICHRES GP INC.

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

SHAPE LIVING CORP.

Per: B. Stokes
Name: Brad Stokes
Title: Authorized Signatory

RCRES NOMINEE LTD., by its authorized signatory:

Per: _____
Name: Jaclyn O'Neill
Title: Authorized Signatory

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

CITY OF RICHMOND
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Housing Agreement (Section 483, Local Government Act)
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SCHEDULE A to Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

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

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

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

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

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

- 5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

DECLARED BEFORE ME at _____)
 _____ in the)
 Province of British Columbia, Canada, this)
 _____ day of _____, 20_____)

 (Signature of Declarant)

Name:

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

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

Appendix A to Statutory Declaration

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:															
Property Management Company:		Property Manager Email:		Income, Assets and Rent		Fees Collected (Provide details and explanation with the Statutory Declaration)															
Row #	Unit #	Unit Type	Number of Occupants	Rebilled to Owner (Yes/No)	Number of Occupants 18 years and Under	Number of Occupants who are "Seniors" as defined in Housing Agreement	Starting Year of Tenancy	Before-tax Income of Occupants 18 years & Over (Provide one response per occupant)			Combined Before-tax Income of Occupants 18 years & Over			Income Verification Received (Yes/No)	Rent (\$/Month)	Total Assets*	Parking Fees	Move-in / Move-out Fees	Amenity Usage Fees	Other Tenant Fees	
								3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.								
0	101	3 BR	4	No	1	1	2022	\$24,320	\$28,205	\$31,044	\$42,020	\$54,568	\$61,538	Yes	\$1,511.10	\$ 10,000	\$ -	\$ -	\$ -	\$ -	
1				No																	
2				No																	
5				No																	

Continue rows as needed.

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

Housing Agreement (Section 483, Local Government Act)
 7557 Cst. Jimmy Ng Road (formerly, 6551 No. 3 Road), Richmond, BC
 Application Nos. CP 16-752923 and DP 17-768248
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CONSENT AND PRIORITY AGREEMENT

With respect to the Affordable Housing Agreement (the "**Housing Agreement**") made pursuant to Section 483 of the *Local Government Act* between the City of Richmond and RCCOM LP, AIMCO REALTY INVESTORS LP, 7904185 CANADA INC., RC (SOUTH) INC., RCRES LP, and RCRES NOMINEE LTD., collectively, **RCCOM GP INC.** (Inc. No. 002505246) (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering Lot 2 (as defined in the Housing Agreement), which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CA2189117 and Assignment of Rents CA2189118 (collectively, the "**Bank Charge(s)**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in Lot 2 and shall rank in priority upon Lot 2 over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to Lot 2 prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

RCCOM GP INC., by its authorized signatory(ies):

Per: David Fenrich
Name: David Fenrich
Title: ASO
RCCOM GP INC.


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The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in Lot 2 and shall rank in priority upon Lot 2 over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to Lot 2 prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

AIMCO RE GP CORP., by its authorized signatory(ies):

Per: 
Name: Jacyl O'Neill
Title: Director
AIMCO RE GP CORP.

Housing Agreement (Section 483, *Local Government Act*)
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The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in Lot 2 and shall rank in priority upon Lot 2 over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to Lot 2 prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

THE CADILLAC FAIRVIEW CORPORATION LIMITED, by its authorized signatory(ies):

Per: David Fenrick
Name: David Fenrick
Title: ASO
THE CADILLAC FAIRVIEW CORPORATION LIMITED

Housing Agreement (Section 483, *Local Government Act*)
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