



**Planning Committee  
Electronic Meeting**

**Council Chambers, City Hall  
6911 No. 3 Road  
Tuesday, October 17, 2023  
3:30 p.m.**

Pg. #      ITEM

MINUTES

<b>ADDED</b> <b>PLN- 49</b>	<i>Motion to adopt the minutes of the meeting of the Planning Committee held on October 4, 2023.</i>
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NEXT COMMITTEE MEETING DATE

November 7, 2023, (tentative date) at 4:00 p.m. in the Council Chambers.

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY PATI YIK OF KENNON CONSTRUCTION FOR REZONING AT 10840/10860 BONAVISTA GATE FROM THE “TWO-UNIT DWELLINGS (RD1)” ZONE TO THE “SINGLE DETACHED (RS2/C)” ZONE**  
(File Ref. No. RZ 22-011063) (REDMS No. 7349947)

PLN-3

**See Page PLN-3 for full report**

*Designated Speakers: Laurel Eyton and Suzanne Smith*

## Planning Committee Agenda – Tuesday, October 17, 2023

Pg. #      ITEM

### STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10497, for the rezoning of 10840/10860 Bonavista Gate from the “Two-Unit Dwellings (RD1)” zone to the “Single Detached (RS2/C)” zone, be introduced and given first reading.*

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- ADDED**      2.      **HOUSING AGREEMENT BYLAW NO. 10490 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 10140, 10160, 10180 NO. 1 ROAD AND 4051 CAVENDISH DRIVE**  
(File Ref. No. 08-4057-05) (REDMS No. 7280785)

PLN-19

See Page PLN-19 for full report

*Designated Speakers: Chris Duggan*

*That Housing Agreement (10140, 10160, 10180 No. 1 Road and 4051 Cavendish Drive) Bylaw No. 10490 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of Section 483 of the Local Government Act, to secure the affordable housing units required by Rezoning application RZ 18-820669 and Development Permit DP 21-940028 be introduced and given first, second and third readings.*

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3.      **MANAGER’S REPORT**

ADJOURNMENT

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**To:** Planning Committee

**Date:** October 3, 2023

**From:** Wayne Craig  
Director, Development

**File:** RZ 22-011063

**Re:** Application by Pati Yik of Kennon Construction for Rezoning at 10840/10860 Bonavista Gate from the "Two-Unit Dwellings (RD1)" Zone to the "Single Detached (RS2/C)" Zone

**Staff Recommendation**

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10497, for the rezoning of 10840/10860 Bonavista Gate from the "Two-Unit Dwellings (RD1)" zone to the "Single Detached (RS2/C)" zone, be introduced and given first reading.

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

WC:le

Att. 6

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

## **Staff Report**

### **Origin**

Pati Yik of Kennon Construction has applied on behalf of the property owners, Thomas Mau Shing Ng, Ling Y Ha and Shui Ting Chua to the City of Richmond to rezone 10840 and 10860 Bonavista Gate from the “Two-Unit Dwellings (RD1)” zone to the “Single Detached (RS2/C)” zone in order to subdivide the existing duplex lot into two single-family lots, each with vehicle access from Bonavista Gate (Attachment 1). The proposed subdivision plan and site plan are provided in Attachment 2.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).

#### Subject Site Existing Housing Profile

This site is currently occupied by an existing duplex (two-family) dwelling, which will be demolished prior to subdivision. The existing two-family dwelling is owner-occupied and does not contain any secondary suites.

### **Surrounding Development**

Development immediately surrounding the site is as follows:

To the North: An existing strata-titled duplex on a lot zoned “Single Detached (RS1/E)”.

To the South: Existing single detached houses on a lot zoned “Single Detached (RS1/E)”.

To the East: An existing strata-titled duplex on a lot zoned “Two-Unit Dwellings (RD1)”.

To the West: Single family dwellings on lots zoned “Single Detached (RS1/E)” across Bonavista Gate.

### **Related Policies & Studies**

#### Official Community Plan/Steveston Area Plan

The property is designated as Neighbourhood Residential in the Official Community Plan (OCP), and as Single Family in the Steveston Area Plan (Attachment 4). This proposal is consistent with both of those land use designations.

#### Floodplain Management Implementation Strategy

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

## **Public Consultation**

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

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

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

## **Analysis**

### **Proposed Rezoning and Subdivision**

The applicant is proposing to rezone the subject site and subdivide it into two single-family lots, each with a secondary suite, with access from Bonavista Gate. This development proposal is consistent with development in the area. The proposed subdivision plan and site plan are shown in Attachment 2. Staff worked with the applicant to modify the building envelope to enable retention of trees on site at the front and rear of the property.

### **Existing Legal Encumbrances**

There is a 3.0 m wide Statutory Right-of-Way (SRW) in the backyard along the eastern property line for sanitary sewer utility purposes. The applicant has been advised that encroachment into the SRW is not permitted.

A City Covenant is registered on both 10840 and 10860 Bonavista Gate Titles that restrict the development to a duplex, therefore, the duplex covenants must be discharged from Title prior to the final adoption of the rezoning bylaw.

There is a Land Tax Deferment Act Agreement currently registered on the 10840 Bonavista Gate Title (proposed Lot A), which allows the property owner to defer the payment of taxes. All deferred taxes must be paid and the agreement must be discharged from Title prior to the preparation and registration of any legal documents associated with this rezoning application.

### **Transportation and Site Access**

Vehicle access is proposed to be from Bonavista Gate for both of the proposed lots. The existing driveways will be removed and new driveways will be constructed as detailed in the Site Servicing and Frontage Improvements sub-section of this report. Two parking spaces will be provided for each dwelling unit in the garage.

### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses nine bylaw-sized trees on the subject property, one hedge on the neighbouring property to the north and one shrub on City property as shown on Attachment 5.

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

- One on-site tree located in the southeast corner of proposed Lot B (southern lot) a 59 cm Douglas fir tree (Tag# 2473), is in good condition; retain and protect.
- Three on-site trees located along the rear of both proposed lots on the (eastern) property line - a 70 cm oak tree (tag# 2474), a 42 cm Douglas fir tree (tag# 2475), and a 31 cm Japanese cherry tree (tag# 2756), are all in good condition; retain and protect.
- Three trees located in the front of the property, a 23 cm Douglas fir tree (Tag# 2479), a 23 cm Deodar cedar tree (tag #2478), and a 38 cm Yoshino cherry tree (Tag# 2477) are in moderate condition. As these trees are growing close together, they are reliant on each other for stability (co-dominate); retain and protect all three trees.
- One tree located on-site along the southern property line, a 49 cm Sycamore maple tree (tag# 2472), is in poor condition due to a large inclusion seam (structural defect) where the two main stems connect; remove and replace.
- One tree located on site near the front of the property, a 24 cm Douglas fir tree (tag# 2480), is dead; remove and replace.
- One hedge located along the northern property line and on the adjacent property to the north (10800/10820 Bonavista Gate) is identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- Replacement trees should be specified at 2:1 ratio as per the OCP.
- Submission of a Tree Survival Security to the City in the amount of \$70,000.00 for the seven trees to be retained.

There are no trees on City property adjacent to the subject site. City Parks Staff reviewed the one shrub on City property, a 10 cm Eastern white cedar tree (tag# city shrub) adjacent to tree Tag# 2477 in moderate condition, and recommended removal with no compensation required.

### *Tree Replacement*

The applicant wishes to remove two on-site trees that are in poor condition (Trees # 2472 and 2480). The 2:1 replacement ratio would require a total of four replacement trees. Based on the size of the lot and the number of trees already on-site, the applicant is unable to accommodate any of the four required replacement trees on-site. To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$3000.00 (\$750/ tree) to the City's Tree Compensation Fund in lieu of the four replacement trees that cannot be accommodated on the subject property after redevelopment.

*Tree Protection*

The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Staff worked with the applicant to ensure retention of existing trees at the front and rear of the two lots. The building footprint has been adjusted and setbacks increased to protect the critical root zone at the front and rear of both lots. Prior to final adoption of the rezoning bylaw, registration of a legal agreement will be required for modified setbacks of portions of the east, west and south setbacks on Lot A and Lot B to ensure the retention of tree tags # 2473, 2474, 2475, 2756, 2477, 2478, and 2479.
- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, the applicant is required to submit a Tree Survival Security to the City in the amount of \$70,000.00 for the seven trees to be retained.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees, hedges and shrubs to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Affordable Housing Strategy

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

Consistent with the Affordable Housing Strategy, the applicant has proposed to provide a one-bedroom secondary suite of a minimum of 33 m<sup>2</sup> [355 ft<sup>2</sup>] on Lot B and a two-bedroom secondary suite of a minimum of 40 m<sup>2</sup> [430 ft<sup>2</sup>] on Lot A, for a total of two suites.

Prior to the adoption of the rezoning bylaw, the applicant must register a legal agreement on Title to ensure that no Building Permit inspection is granted until a minimum one-bedroom secondary suite of approximately 33 m<sup>2</sup> [355 ft<sup>2</sup>] on Lot B and a minimum two-bedroom secondary suite of approximately 40 m<sup>2</sup> [430 ft<sup>2</sup>] on Lot A is constructed, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

### Subdivision and Site Servicing

Upgrades to the site's servicing and driveways will be arranged through a Work Order with the City. Through a detailed design review of the work order, any impacts to the retained trees will be minimized.

At subdivision stage, the applicant is required to pay Development Cost Charges (City, GVS & DD and TransLink), School Site Acquisition Charge, Address Assignment Fees and other costs associated with the completion of the servicing works (water, storm, sanitary, and driveway installation) via work order as described in Attachment 6.

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

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

### **Conclusion**

Pati Yik of Kennon Construction has applied, on behalf of the property owners Thomas Mau Shing Ng, Ling Y Ha, and Shui Ting Chua, to the City of Richmond for permission to rezone 10840-10860 Bonavista Gate from the "Two-Unit Dwellings (RD1)" zone to the "Single Detached (RS2/C)" zone in order to subdivide the existing duplex lot into two single-family lots, each with vehicle access from Bonavista Gate.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10497 be introduced and given first reading.

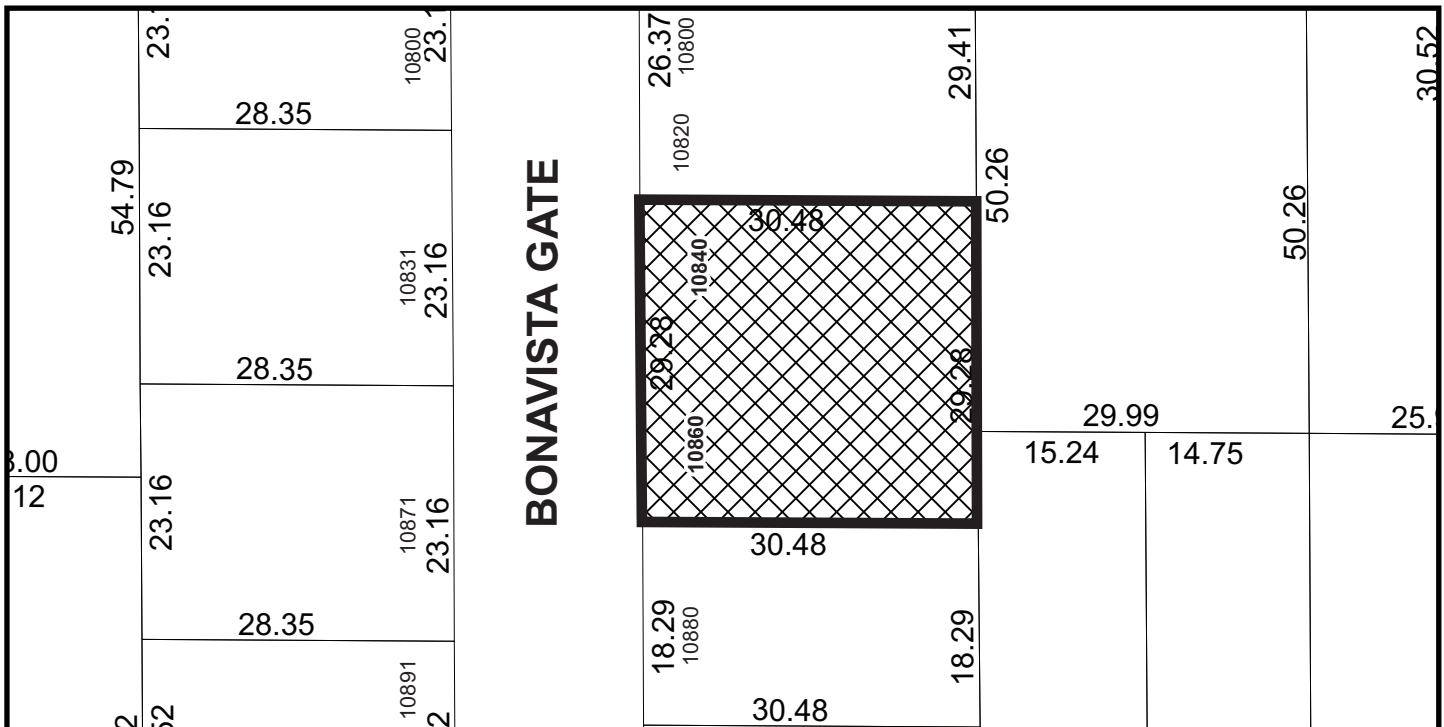
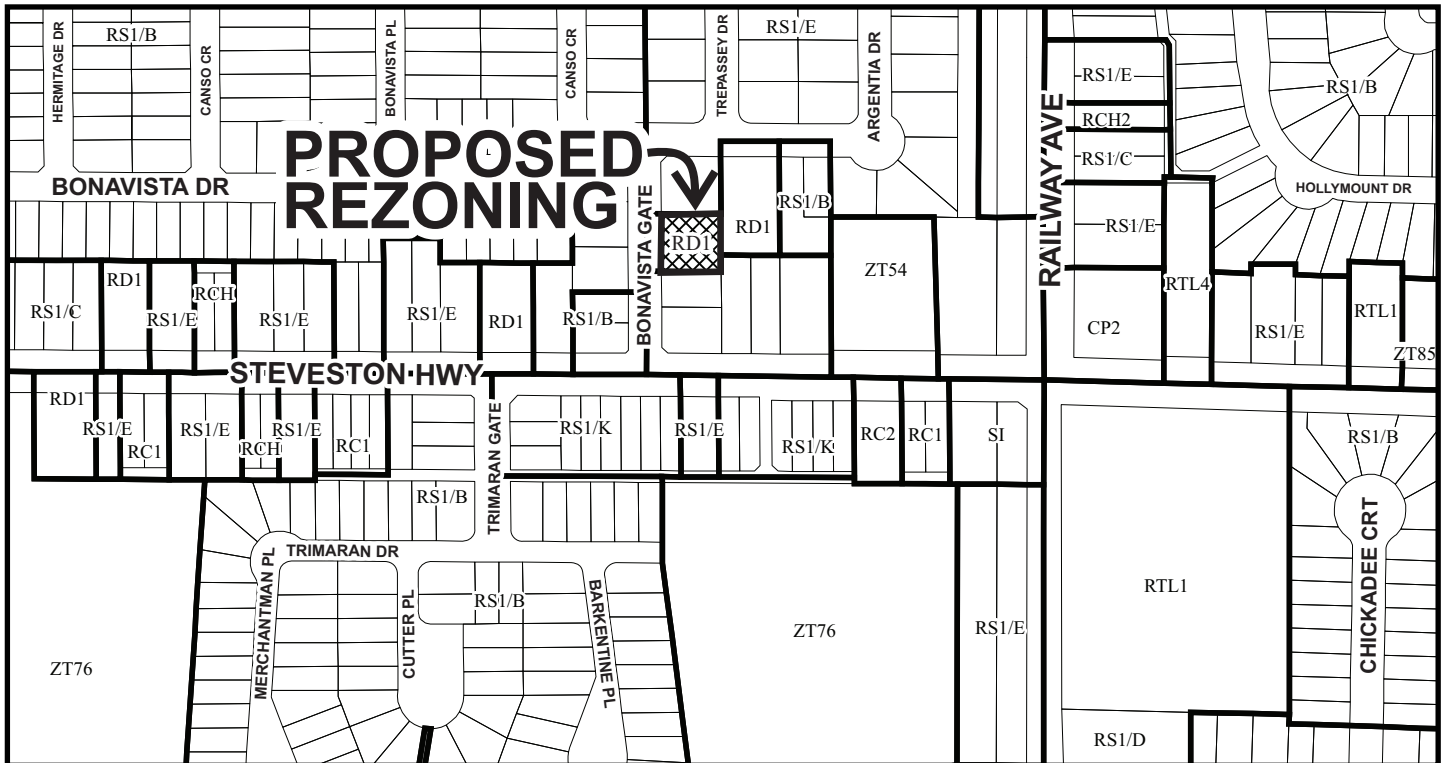


Laurel Eyton  
Planning Technician  
(604-276-4262)

LE:js

- Att.    1: Location Map  
         2: Subdivision Plan and Site Plan  
         3: Development Application Data Sheet  
         4: Steveston Area Plan  
         5: Tree Management Plan  
         6: Rezoning Considerations





RZ 22-011063

PLN - 9

Original Date: 04/27/22

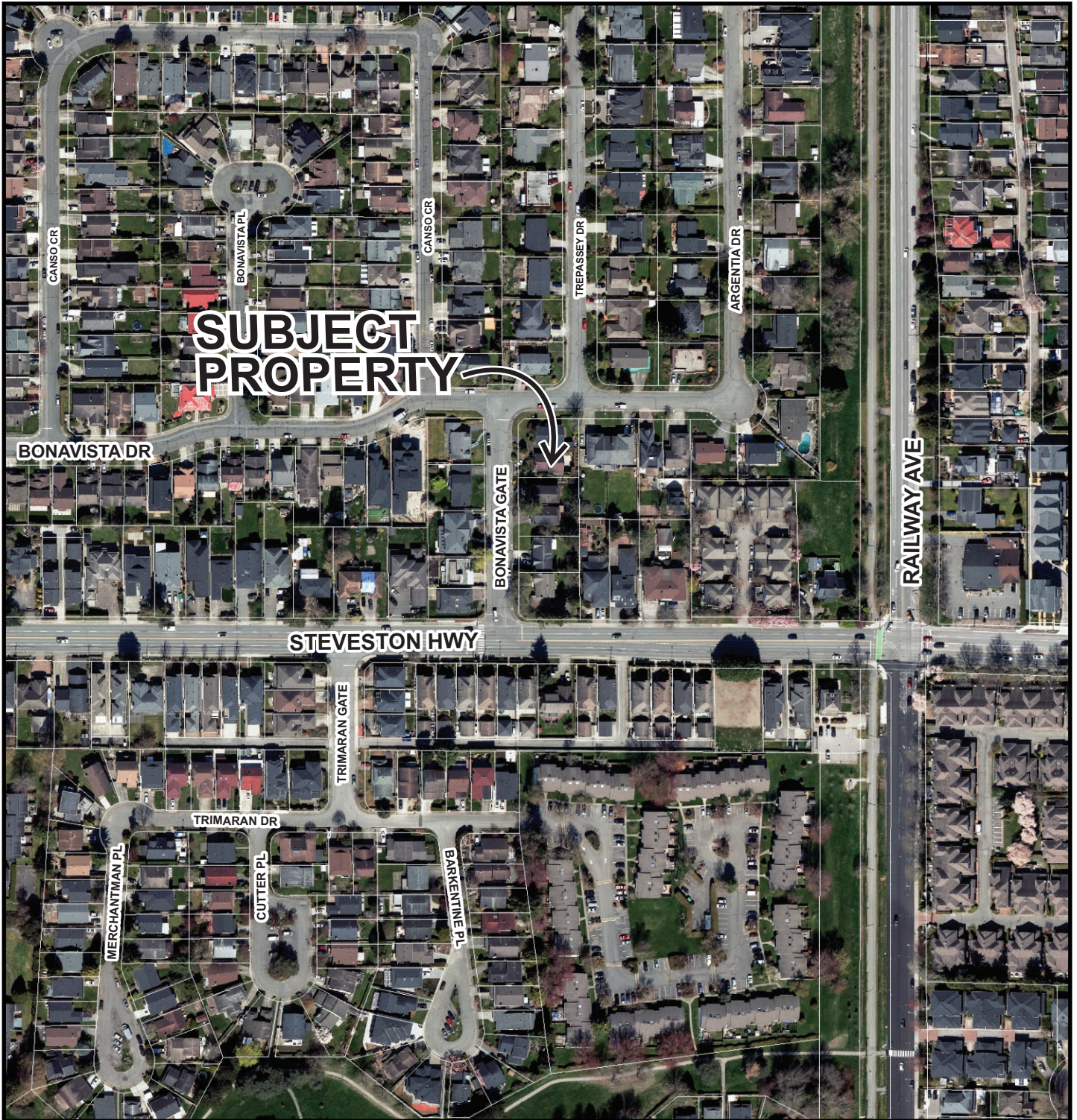
Revision Date:

Note: Dimensions are in METRES





# City of Richmond



RZ 22-011063

PLN - 10

Original Date: 04/27/22

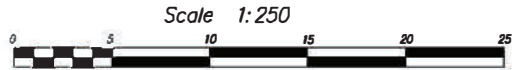
Revision Date:

Note: Dimensions are in METRES



**TOPOGRAPHICAL AND PROPOSED SUBDIVISION PLAN OF  
STRATA LOT 1 & STRATA LOT 2 BOTH OF SEC 35 B4N R7W  
NWD STRATA PLAN NW459 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT  
OF THE STRATA LOT AS SHOWN ON FORM 1**

PID: 001-347-705  
001-347-730  
Civic Address:  
10840/10860 Bonavista Gate  
City of Richmond



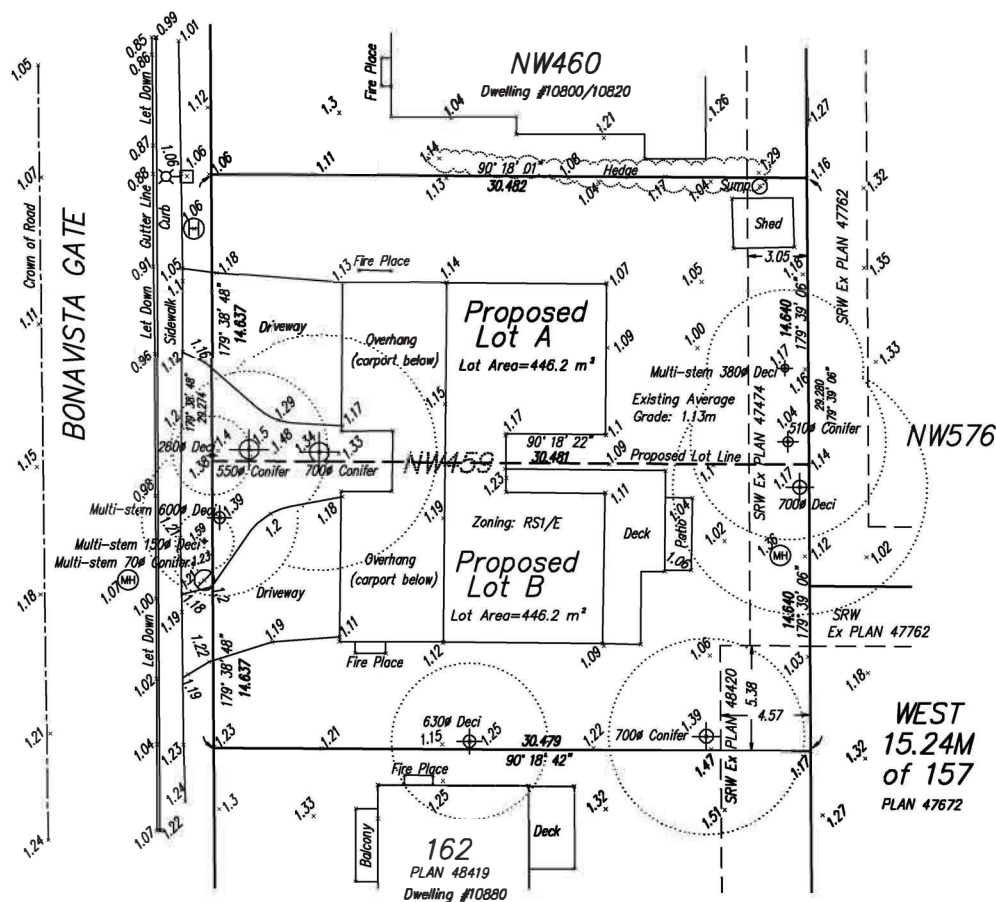
The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:250.

All distances and elevation are in metres and decimals thereof unless otherwise stated.

Parcel's dimensions and grid bearings are derived from PLAN NW459.

**Legend:**

- Tree (diameter in mm, measured at 1.4m above ground and Species)
- Lamp Standard
- Fire Hydrant
- Manhole
- Round Catch Basin



**Benchmark Notes:**

Elevations Are Geodetic (CVD28GVRD2018)  
Referred To Monument HPN#205(77H4827)  
Monument Elevation: 1.044m

**Notes:**

Information shown hereon is for municipal purposes only and is for the exclusive use of the owner.  
All rights reserved. No person may copy, reproduce, transmit, alter, distribute, or store copies of this document in whole or in part without the prior written consent of the undersigned.

The property may be subjected to the following charges:  
BH26255, CA3829608 & CA9149861.

This is certified correct and is valid only with respect to the improvements as shown hereon and located on the 9th day of February, 2023

Digitally signed by  
Liming Yuan 3VSA1H  
DN: c=CA, cn=Liming  
Yuan 3VSA1H, o=BC  
Land Surveyor, ou=Verify  
ID at www.juricert.com/  
LKUP.cfm?id=3VSA1H  
Date: 2023.09.20 C.L.S. #869  
16:17:45 -07'00'

LIMING YUAN

This Document is Not Valid Unless  
Digitally Signed.



**RZ 22-011063**

**Attachment 3**

Address: 10840/10860 Bonavista Gate

Applicant: Pati Yik, Kennon Construction

Planning Area(s): Steveston

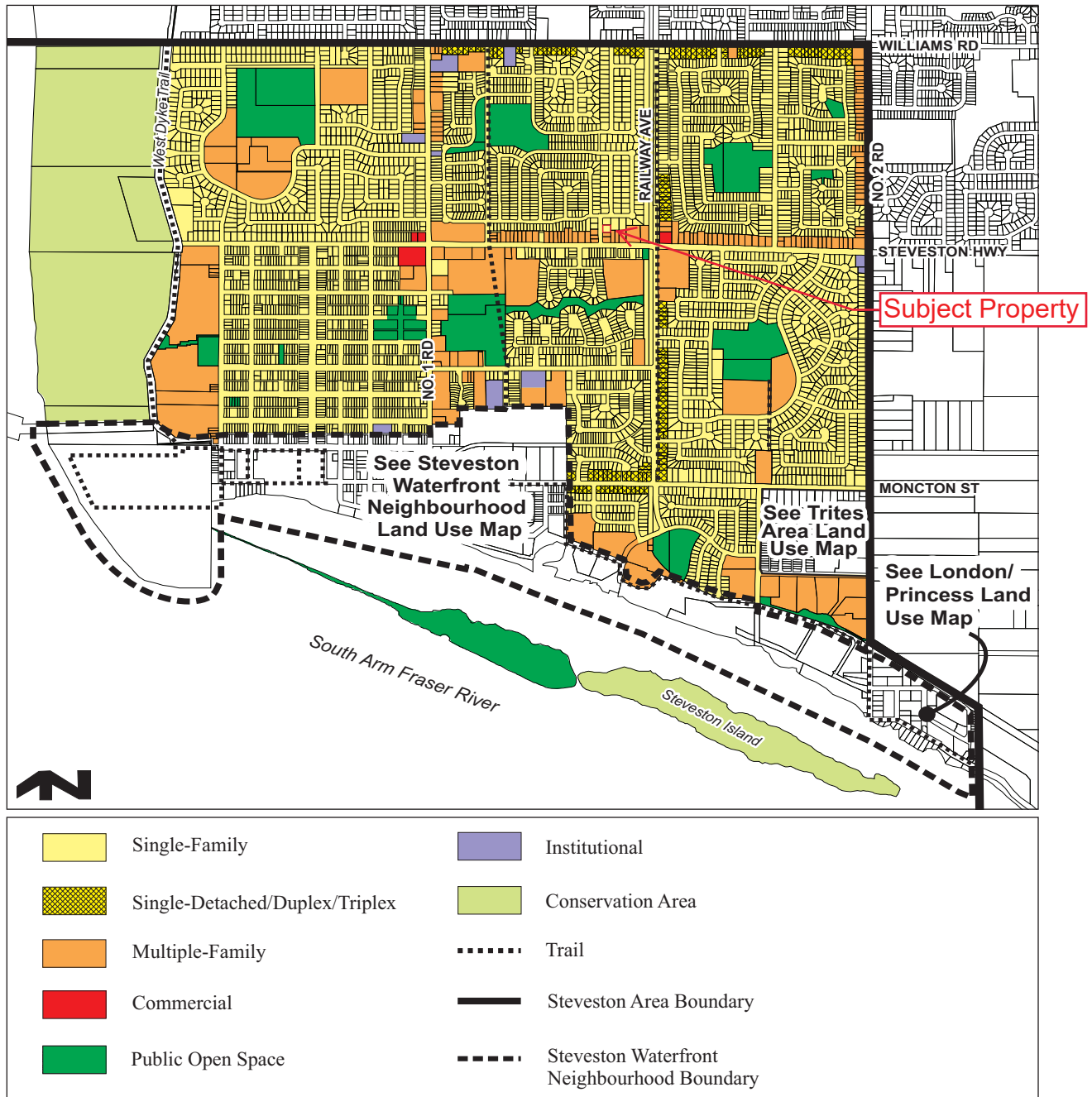
	Existing	Proposed
<b>Owners:</b>	SL1: Thomas Mau Shing Ng and Ling Y Ha SL2: Shui Ting Chua	Lot A: Thomas Mau Shing Ng and Ling Y Ha Lot B: Shui Ting Chua
<b>Site Size (m<sup>2</sup>):</b>	892.1 m <sup>2</sup>	Lot A: 446.1 m <sup>2</sup> Lot B: 446.0 m <sup>2</sup>
<b>Land Uses:</b>	Duplex residential	Single family residential
<b>OCP Designation:</b>	Neighbourhood Residential	Neighbourhood Residential
<b>Zoning:</b>	"Two Unit Dwellings (RD1)"	"Single Family (RS2/C)"

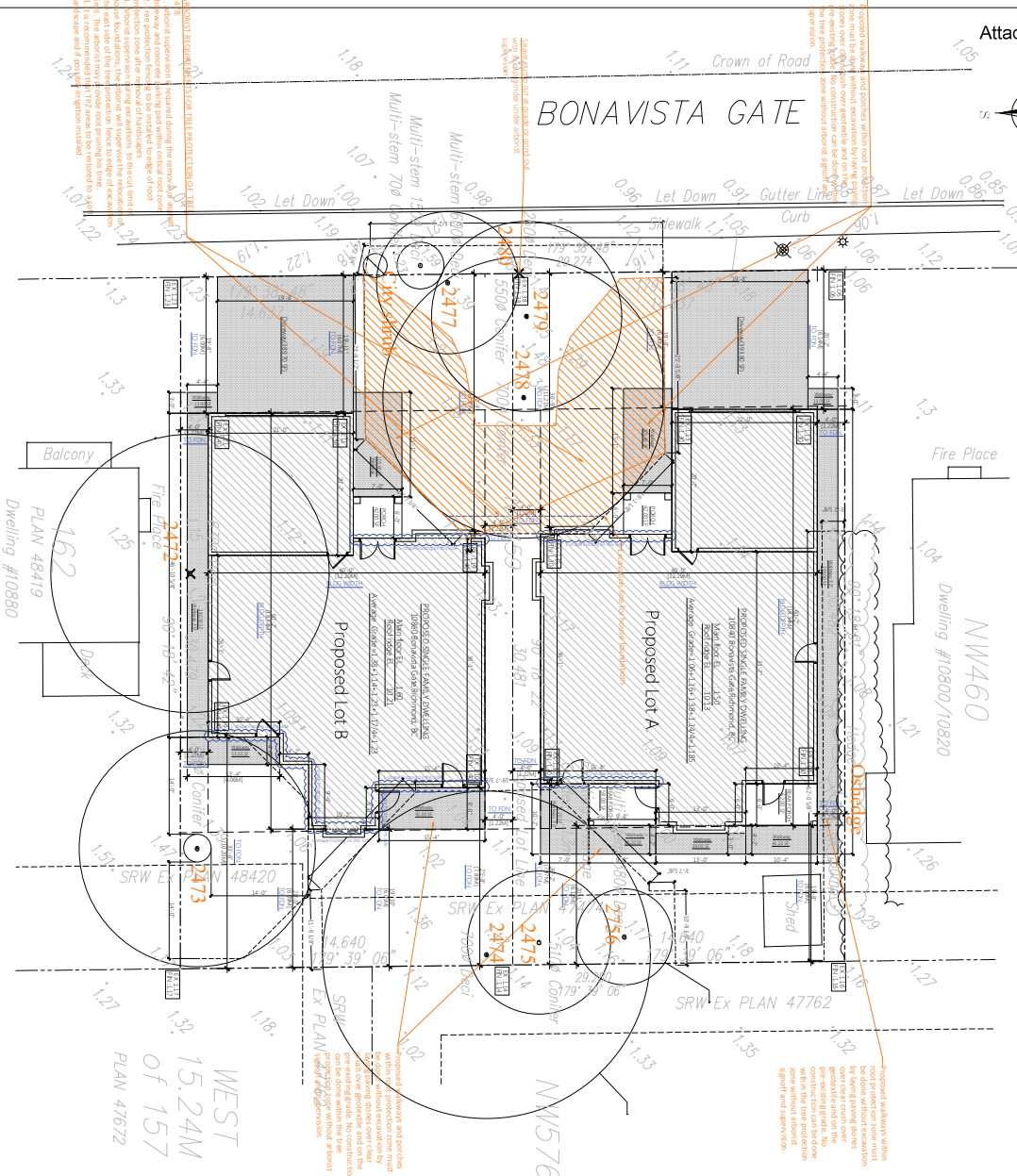
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55 for lot area up to 464.5 m <sup>2</sup> plus 0.3 for area in excess of 464.5 m <sup>2</sup>	Max. 0.55 for lot area up to 464.5 m <sup>2</sup> plus 0.3 for area in excess of 464.5 m <sup>2</sup>	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Live landscaping: Min. 25%	Building: Max. 45% Non-porous Surfaces: Max. 70% Live landscaping: Min. 25%	none
Lot Size:	892.1 m <sup>2</sup>	Lot A: 446.1 m <sup>2</sup> Lot B: 446.0 m <sup>2</sup>	none
Lot Dimensions (m):	Width: Min. 13.5 m Depth: Min. 24.0 m	Width: 14.6 m Depth: 30.5 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 6.1 m Side: Min. 1.2 m	Front: Min. 6.0 m Rear: Min. 6.1 m Side: Min. 1.2 m	none
Height (m):	Max. 2.5 storeys	Max. 2.5 storeys	none

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

# Steveston Area Land Use Map

Bylaw 9813  
2019/06/24





- THESE PLANS CONFORM TO BCBC 2018

space smart home design ltd.  
1307 East 55th Avenue , Vancouver, B.C.



THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS SHALL BE REPORTED IMMEDIATELY TO THE DESIGNER. DESIGNER ASSUMES NO LIABILITY FOR ERROR, OMISSION, DEFICIENCY, DESIGN OR STRUCTURAL FLAW NOT REPORTED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THIS PLAN AND DESIGN ARE AND AT ALL TIMES REMAIN THE EXCLUSIVE PROPERTY OF SPACE SMART HOME DESIGN, L.P. ANYBANK MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION, WITHOUT REMITTANCE.



**Address:** 10840/10860 Bonavista Gate

**File No.:** RZ 22-011063

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10497, the developer is required to complete the following:**

1. Discharge of Strata Plan NW459.
2. A City Covenant is registered on both 10840 and 10860 Bonavista Gate Titles that restrict the development to a duplex, therefore, the duplex covenants (BH26255 and BH 26256) must be discharged.
3. City acceptance of the developer's offer to voluntarily contribute \$3,000.00 to the City's Tree Compensation Fund for the planting of four replacement trees within the City.
4. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
5. Submission of a Tree Survival Security to the City in the amount of \$70,000.00 for the seven trees to be retained.
6. Registration of a flood indemnity covenant on title.
7. Registration of a legal agreement for modified setbacks of portions of the east, west and south setbacks on Lot A and Lot B to ensure the retention of tag # 2473, 2474, 2475, 2756, 2477, 2478, and 2479.
8. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a minimum 33 m<sup>2</sup> one-bedroom secondary suite is constructed proposed Lot B and a minimum 40 m<sup>2</sup> two-bedroom suite on proposed Lot A, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw No 8500.
9. A Land Tax Deferment Act Agreement (CA9149861) is currently registered on the 10840 Bonavista Gate Title, which allows the property owner to defer the payment of taxes. All deferred taxes must be paid and the agreement must be discharged from title prior to the preparation and registration of any legal documents associated with this rezoning application.
10. Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

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

1. 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.

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

1. Construct the required works as required by the City's Engineering Services department. Works include, but may not be limited to:

**1) Water Works:**

- a) Using the OCP Model, there is 406 L/s of water available at a 20 psi residual at the Bonavista Gate frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.

**b) At Developer's cost, the Developer is required to:**

- i) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.



- ii) Confirm the condition and size of the existing water service connections servicing 10840 Bonavista Gate. If not adequate, cut and cap the existing water service connections and replace with a new water service connection complete with water meter chamber to service lot #1 and #2 as per City specifications.
- iii) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2o-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process.

**c) At Developer's cost, the City will:**

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

**2) Storm Sewer Works:**

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

- i) Cut and cap all existing storm sewer service connections and inspection chambers servicing the proposed site.
- ii) Install a new storm sewer service connection to service lot #1, complete with inspection chamber and a service lead.
- iii) Install a new storm sewer service connection to service lot #2, complete with inspection chamber and a service lead.

**b) At Developer's cost, the City will:**

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

**3) Sanitary Sewer Works:**

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

- i) Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
- ii) Confirm the condition of the existing sanitary sewer service connection at the Northeast corner of 10840 Bonavista Gate with video inspection and confirm the capacity through a sizing calculation. If not adequate, cut and cap the existing sanitary service connection and replace with a new sanitary sewer service connection complete with inspection chamber to service lot #1 as per City specifications.
- iii) Install a new sanitary sewer service connection to service lot #2, complete with inspection chamber and a service lead.

**b) At Developer's cost, the City will:**

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

**4) General Items:**

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

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

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

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



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

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

**Note:**

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

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

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

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

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Signed

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Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10497 (RZ 22-011063)  
10840/10860 Bonavista Gate**

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

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

P.I.D. 001-347-705

Strata Lot 1 Section 35 Block 4 North Range 7 West NWD Strata Plan NW459 together with an interest in the Common Property in proportion to the unit entitlement of the Strata Lot as shown on Form 1

P.I.D. 001-347-730

Strata Lot 2 Section 35 Block 4 North Range 7 West NWD Strata Plan NW459 together with an interest in the Common Property in proportion to the unit entitlement of the Strata Lot as shown on Form 1

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10497”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** September 15, 2023  
**From:** Kim Somerville **File:** 12-8060-20-010490/Vol 01  
Director, Community Social Development  
**Re:** **Housing Agreement Bylaw No. 10490 to Permit the City of Richmond to Secure Affordable Housing Units at 10140, 10160, 10180 No. 1 Road and 4051 Cavendish Drive**

### Staff Recommendation

That Housing Agreement (10140, 10160, 10180 No. 1 Road and 4051 Cavendish Drive) Bylaw No. 10490 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of Section 483 of the *Local Government Act*, to secure the affordable housing units required by Rezoning application RZ 18-820669 and Development Permit DP 21-940028 be introduced and given first, second and third readings.

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

Att. 1

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

## Staff Report

### Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10490 to secure at least 568 m<sup>2</sup> (6,114 ft<sup>2</sup>) of floor area comprised of six affordable housing units in the proposed development located at 10140, 10160, 10180 No. 1 Road and 4051 Cavendish Drive (Attachment 1).

The applicant, Cavendish Drive Holdings Ltd., has applied to the City for a Development Permit (DP 21-940028) to develop a 35-unit townhouse development, including six Low-End Market Rental (LEMR) units, consistent with the City's Affordable Housing Strategy 2017–2027. The associated Rezoning Application (RZ 18-820669) for the subject development received third reading following the public hearing held on May 19, 2020. The subject development is voluntarily providing affordable housing units in keeping with the provisions of the City's Affordable Housing Strategy and Arterial Road Land Use Policy. The Arterial Road Land Use Policy supports additional density provided the additional density is used exclusively for affordable housing units. The rezoning bylaw for this development provides a 0.05 FAR bonus exclusively for the provision of affordable housing units. The Housing Agreement Bylaw secures these six units in keeping with the rezoning bylaw considered by City Council.

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

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

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

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

*Strategic Direction #1: Expand Housing Choices*

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

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

### Analysis

The subject development proposes the construction of 35 residential townhouse units, including six townhouse LEMR units, in a clustered configuration. The applicant has entered into a preliminary Memorandum of Understanding with Az-Zahraa Housing Society, an experienced non-profit housing operator, to support the clustered configuration of the LEMR units.

The proposed affordable housing units meet the requirements of the City's Affordable Housing Strategy 2017–2027.

The affordable housing units are anticipated to be delivered as shown in Table 1. All six units will be family friendly, three-bedroom townhouse units. All six units will be built as convertible housing units, with features that are constructed or installed for easy modification and adjustment to meet the needs of an occupant with mobility challenges.

Table 1: Proposed Unit Details

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
3-BR	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480	\$58,050 or less	6

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

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

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

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

### Financial Impact

None.

## Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No.10490 is required to permit the City to enter into a Housing Agreement. Together with the Housing Covenant, this will act to secure six affordable rental units that are proposed in association with Rezoning Application RZ 18-820669.

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

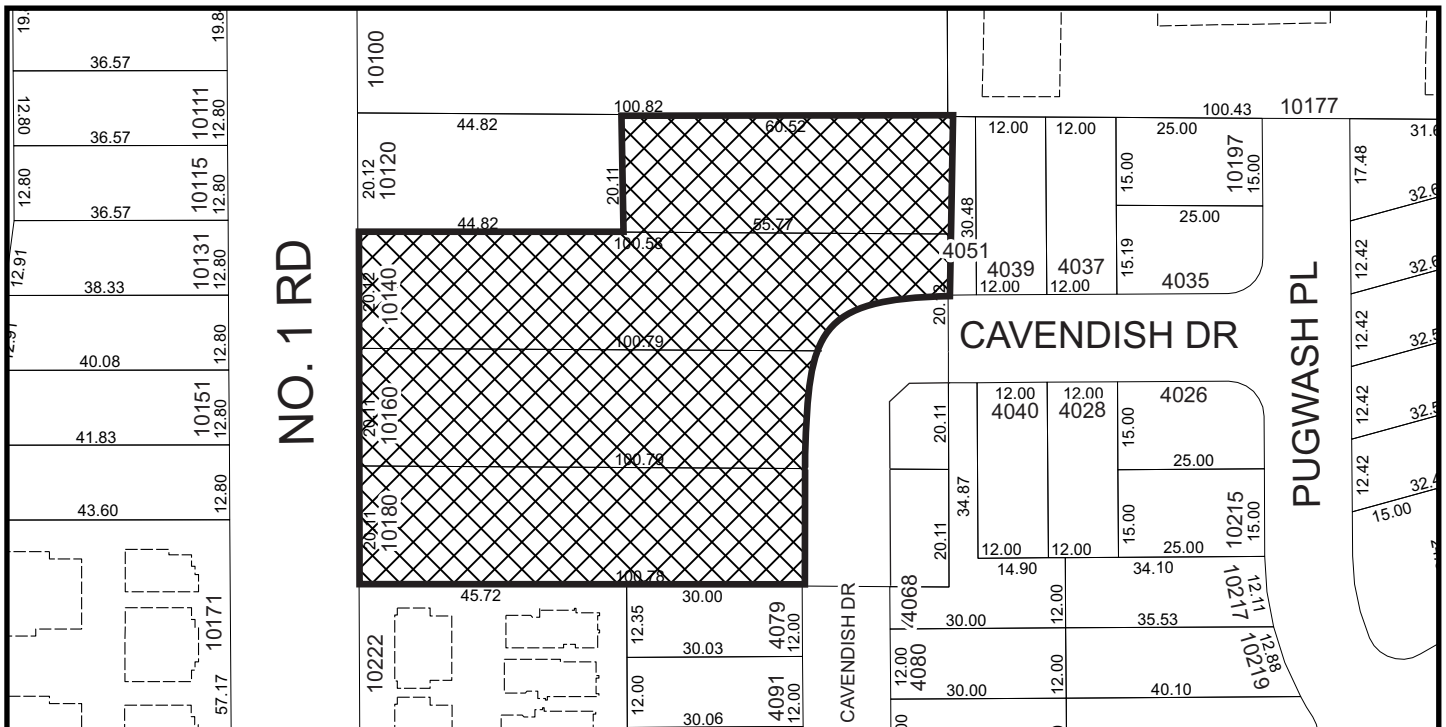
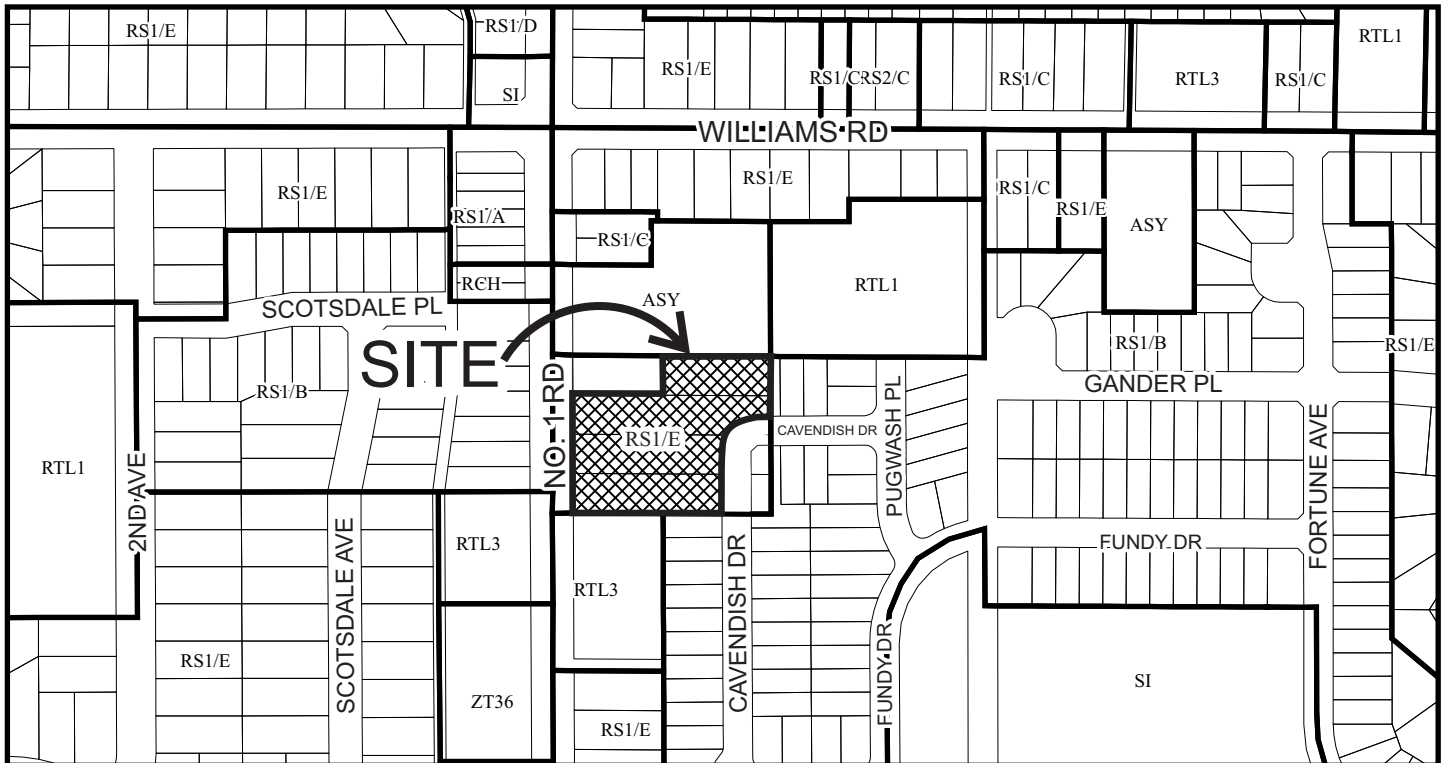
Kim Somerville  
Director, Community Social Development  
(604-247-4671)

Att. 1: Map - Proposed Development at 10140, 10160 and 10180 No. 1 Road and 4051 Cavendish Drive



# City of Richmond

Attachment 1



Proposed Development at 10140,  
10160 and 10180 No. 1 Road and  
4051 Cavendish Drive

**PLN - 23**

Original Date: 10/21/21

Revision Date: 07/12/23

Note: Dimensions are in METRES



**Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 &  
4068 Cavendish Drive) Bylaw No. 10490**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands legally described as:

PID : N/A Lot A Sec 35 Blk 4N Rg 7W, New Westminster Land District, Plan EPP119030

2. This Bylaw is cited as “**Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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



Bylaw 10490

Schedule A

**To Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490**

HOUSING AGREEMENT BETWEEN CITY OF RICHMOND AND CAVENDISH DRIVE  
HOLDINGS LTD

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

**THIS AGREEMENT** is dated for reference \_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

**CAVENDISH DRIVE HOLDINGS LTD.** (Incorporation No. BC1323785), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #103 – 6791 ELMBRIDGE WAY, RICHMOND, BC, V7C 4N1

(the “**Owner**”)

**AND:**

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

(the “**City**”)

**WHEREAS:**

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

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement, and **“Affordable Housing Units”** means collectively each Affordable Housing Unit in the Development;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof;
- (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are designated for common use of all residential occupants of the Development, or all Tenants of Affordable Housing Units in the Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage, outdoor recreation facilities, children’s play area, and related access routes;
- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a

written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

- (k) **“Development”** means the residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (n) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (o) **“Eligible Tenant”** means a Family having a cumulative annual income of:
  - (i) in respect to a two-bedroom unit, \$46,800.00 or less; or
  - (ii) in respect to a three or more bedroom unit, \$58,050.00 or less

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

- (p) **“Family”** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (q) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

Housing Agreement (Section 483 *Local Government Act*)  
 10140, 10160, 10180 No. 1 Road and 4051, 4068 Cavendish Drive (Lot A)  
 Application No. RZ 18-820669 Bylaw No.10156  
 RZ Consideration # 12

- (r) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (s) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) **"Lands"** means certain lands and premises legally described as PID: No Pid, Lot A, Section 35 Block 4 North Range 7 West New Westminster District Plan EPP119030, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (v) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **"LTO"** means the New Westminster Land Title Office or its successor;
- (x) **"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;
- (y) **"Parking Operator"** means one of (i) the Owner, or (ii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (z) **"Permitted Rent"** means no greater than:
  - (i) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (ii) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing

cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society). If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (aa) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (bb) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) **“Residential Tenancy Regulation”** means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (dd) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (ff) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (gg) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

## 1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

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

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. 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 Appendix A, sworn by the Owner (or in the case of a corporate owner: the director, officer or authorized signatory of the Owner), containing

all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
  - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or building constructed on the Lands until all of the following conditions are satisfied:
    - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
    - (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; and
    - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing units, including parking, and any shared amenities.
- 2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy*



*Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

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

- 3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in the Development in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in the Development; 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*, the Owner will ensure that each Tenancy Agreement:
  - (a) includes the following provision:
 

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

    - (i) a statement of the Tenant’s annual income once per calendar year;
    - (ii) the number of occupants of the Affordable Housing Unit;

- (iii) the number of occupants of the Affordable Housing Unit under 18 years of age;
- (iv) the number of occupants of the Affordable Housing Unit who are "seniors" as that term is currently defined by the City;
- (v) a statement of before tax employment income for all occupants over 18 years of age; and
- (vi) the total income for all occupants of the Affordable Housing Unit;"
- (b) defines the term "Landlord" as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.4 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this Section 3.4.

3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

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

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

- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
  - (vi) property or similar tax;

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

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

given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;

- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(o) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

3.8 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

3.9 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

3.10 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

#### ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

4.1 The Owner will not demolish an Affordable Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to

repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

## **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities, if any, of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, and other permitted occupants or visitors of all the strata lots in the applicable strata plan

which are not Affordable Housing Units; provided, however, that the electricity fees, charges, or rates for use of electric vehicle and/or bicycle charging stations by the Owner or any Tenant are excluded from this provision.

- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;

Housing Agreement (Section 483 *Local Government Act*)  
10140, 10160, 10180 No. 1 Road and 4051, 4068 Cavendish Drive (Lot A)  
Application No. RZ 18-820669 Bylaw No.10156  
RZ Consideration # 12

- (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 of the strata corporation stored in the LTO; 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.

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

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5.

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

## 7.2 No Compensation

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

## 7.3 Modification

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

#### 7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

The Owner further covenants and agrees that it will vote as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation, to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Affordable Housing Units and any of the Common Amenities, and/or the Parking Operator, as applicable.

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

#### 7.5 Indemnity

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

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

#### 7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators,



personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or 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 refusing to issue a development permit, building permit or refusing 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; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

#### **7.7 Survival**

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

#### **7.8 Priority**

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

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

This Agreement does not:

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

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

The Owner and the City agree that:

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

#### **7.11 No Public Law Duty**

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

#### **7.12 Notice**

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

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

Copy to: City Solicitor, and the Director, Community Social Development

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

#### **7.13 Enuring Effect**

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

#### **7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, other than with respect to Section 2.4 hereof where the Housing Covenant prevails, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

*[The Remainder of This Page is Intentionally Blank]*

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

**CAVENDISH DRIVE HOLDINGS LTD.**

(INC. NO. BC1323785)

by its authorized signatory(ies):

Per: Kush Patel  
Name: KUSH PATEL

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

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
Claudia Jesson, Corporate Officer

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

## Appendix A to Housing Agreement

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

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

I, \_\_\_\_\_ (full name),

of \_\_\_\_\_ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

- ☐ 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;

This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_ (the "**Period**");

To the best of my knowledge, continuously throughout the Period:

- a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
- b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

To the best of my knowledge, the information set out in the table attached as Appendix A hereto (the “**Information Table**”) in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

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.*

Building Name:	Building Address:	Property Manager Name:
Property Management Company:	Property Manager Email:	Property Manager Phone Number:

Note: All capitalized terms in the column headers of the table below have definitions as set out in the Glossary.

Row Number	Unit and Household Information					Income and Rent						Special Features			
	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No)	Number of Occupants 18 Years and Under (#)	Number of Occupants 55 Years and Over (#)	Starting Year of Tenancy	Before Tax Income of Occupants 18+ Years (If Occupants 18+ Years)	Income Certification (Yes/No)	Before Tax Total Income of All Occupants 18+ Years	Rent (\$ Month)	Utilities Included (Yes/No)	Stainless Steel Appliances	Hardwood Floors	Central Air Conditioning
1															
2															
3															
4															
5															
6															





## Planning Committee

Date: Wednesday, October 4, 2023

Place: Council Chambers  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Chak Au  
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 September 13, 2023, be adopted as circulated.*

**CARRIED**

### PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 STEVESTON HIGHWAY FROM “SINGLE DETACHED (RS1/B)” ZONE, “SINGLE DETACHED (RS1/E)” ZONE AND “TWO-UNIT DWELLINGS (RD1)” ZONE TO “MEDIUM DENSITY TOWNHOUSES (RTM2)” ZONE**

(File Ref. No. RZ 21-939470) (REDMS No. 7353646)

Staff provided a brief overview of the application.

**Planning Committee**  
**Wednesday, October 4, 2023**

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In response to queries from the Committee, staff noted (i) the developer advised they have made the homes onsite available to tenants at below market rates with the clear understanding from all tenants that these are short term rentals within a development site, (ii) legal documents are drafted to ensure the PROP SRW to be registered on Title in favour of future development will be registered against the Title of the common property and each strata lot, (iii) the area proposed for the first amenity space is at the centre of the site, opposite to the entry driveway, which meets the minimum size requirement as per the OCP. The second outdoor amenity space proposed at the southwest corner of the site is to accommodate the protected tree at that location and to provide additional outdoor amenity space adjacent to the proposed indoor amenity space, (iv) emergency access to 10880 Lassam Road is not required at this time; when 10880 Lassam Road redevelops, the drive aisle on the subject site will be extended to service the orphan lot, and (v) the maximum density allowed under the Medium Density Townhouse Zone (RTM2) is 0.65 FAR.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10496, for the rezoning of 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway from “Single Detached (RS1/B)” zone, “Single Detached (RS1/E)” zone and “Two-Unit Dwellings (RD1)” zone to the “Medium Density Townhouses (RTM2)” zone, be introduced and given first reading.*

**CARRIED**

**2. APPLICATION BY HARI SINGH GILL FOR REZONING AT 3300 GRANVILLE AVENUE FROM "SINGLE DETACHED (RS1/E)" ZONE TO "SINGLE DETACHED (RS2/B)" ZONE**

(File Ref. No. RZ 22-026766) (REDMS No. 7349270)

Staff provided a brief overview of the application.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10495, for the rezoning of 3300 Granville Avenue from “Single Detached (RS1/E)” zone to “Single Detached (RS2/B)” zone, be introduced and given first reading.*

**CARRIED**

**3. APPLICATION BY MATTHEW CHENG FOR REZONING AT 7300 ST. ALBANS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “HIGH DENSITY TOWNHOUSES (RTH1)” ZONE**

(File Ref. No. RZ 21-943417) (REDMS No. 7346869)

Staff provided a brief overview of the application.

**Planning Committee**  
**Wednesday, October 4, 2023**

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In response to queries from the Committee, staff noted (i) the St. Albans Church site is designated as community institutional use, and that staff had some preliminary discussions regarding potential redevelopment. There is existing policy that would support redesignation and consideration of higher density for purpose built housing, especially affordable rental housing, (ii) the St. Albans Church site geometry does lend itself to being redeveloped independently of the subject development site. The Church site includes a heritage structure so staff have discussed potential options to integrate the retention of the existing heritage structure as part of any proposed densification, (iii) one conifer tree located in the front yard of the property was removed without authorization. The owner indicated the tenant at that time gave unauthorized permission to remove the tree without the owner's knowledge. Two fines of \$1,000 each were issued and paid, and the applicant is voluntarily providing a four to one tree replacement ratio for the unpermitted removal of the conifer. The unauthorized tree removal and subsequent enforcement action occurred well in advance of the application being submitted to the City.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10494, for the rezoning of 7300 St. Albans Road from "Single Detached (RS1/E)" zone to "High Density Townhouses (RTH1)" zone, be introduced and given first reading.*

**CARRIED**

**4. HOUSING AGREEMENT BYLAW NO. 10484 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE UNITS ON CITY-OWNED LAND AT 4831 STEVESTON HIGHWAY AS PART OF THE RAPID HOUSING INITIATIVE PARTNERSHIP**

(File Ref. No. 08-4057-05) (REDMS No. 7349260)

It was moved and seconded

*That Housing Agreement (4831 Steveston Highway) Bylaw No. 10484 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the affordable housing units required by Rezoning Application RZ 23-018081, be introduced and given first, second, and third readings.*

**CARRIED**

3.

**Planning Committee**  
**Wednesday, October 4, 2023**

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5. **MANAGER'S REPORT**

*(i) Atmosphere Site*

Staff noted they have been advised by the Court appointed monitor for the Atmosphere site (No. 3 Road and Alderbridge Way), that a Building Permit application is anticipated at end of November.

*(ii) Positive Aging Week – October 1-7, 2023*

Staff noted the City is celebrating Positive Aging Week, an annual celebration recognizing the contribution of seniors to the community and to promote healthy aging.

*(iii) City Grant Program Application Deadline*

Staff advised the City is now accepting applications to its annual City Grant Programs, including the Child Care and Health, Social and Safety grants, until 5:00 p.m., October 18, 2023.

**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (4:25 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Wednesday, October 4, 2023.

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Councillor Bill McNulty  
Chair

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Lorraine Anderson  
Legislative Services Associate