



**Planning Committee  
Electronic Meeting**

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

**Tuesday, March 19, 2024  
4:00 p.m.**

Pg. #      ITEM

**MINUTES**

**PLN-4**      *Motion to adopt the **minutes** of the meeting of the Planning Committee held on March 5, 2024.*



**NEXT COMMITTEE MEETING DATE**

April 3, 2024, (tentative date) at 4:00 p.m. in the Council Chambers.

**PLANNING AND DEVELOPMENT DIVISION**

1. **AMENDMENTS TO THE BUILDING REGULATION BYLAW NO. 7230**  
(File Ref. No. 12-8360-01) (REDMS No. 7577843)

**PLN-7**

**See Page PLN-7 for full report**

*Designated Speaker: James Cooper*

STAFF RECOMMENDATION

- (1) *That Building Regulation Bylaw No.7230, Amendment Bylaw No. 10506, be introduced and given first, second and third readings;*
- (2) *That Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10504, be introduced and given first, second and third readings;*
- (3) *That Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10505, be introduced and given first, second and third readings; and*
- (4) *The Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10544, be introduced and given first, second and third readings.*



2. **RICHMOND HERITAGE COMMISSION 2023 ANNUAL REPORT AND 2024 WORK PROGRAM AND BUDGET ALLOCATION**

(File Ref. No. 01-0100-30-HCOM1-01) (REDMS No. 7575141)

PLN-27

See Page PLN-27 for full report

*Designated Speaker: John Hopkins*

STAFF RECOMMENDATION

*That the Richmond Heritage Commission’s 2023 Annual Report and 2024 Work Program and Budget Allocation, as presented in the staff report titled “Richmond Heritage Commission 2023 Annual Report and 2024 Work Program and Budget Allocation”, dated February 20, 2024, from the Director of Policy Planning, be approved.*



**ADDED**

3. **HOUSING AGREEMENT BYLAW NO. 10545 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 6851 AND 6871 ELMBRIDGE WAY**

(File Ref. No.)

PLN-34

See Page PLN-34 for full report

*Designated Speaker: Greg Newman*

*That Housing Agreement (6851 and 6871 Elmbridge Way) Bylaw No. 10545 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 17-782750, be introduced and given first, second and third readings.*

**ADDED**      4.      **LOW-END MARKET RENTAL (LEMR) PROGRAM AND LEMR UNIT MANAGEMENT**  
(File Ref. No. 08-4057-051) (REDMS No. 7575578)

PLN-62

**See Page PLN-62 for full report**

*Designated Speaker: Greg Newman*

- (1) *That staff be authorized to engage in discussions with BC Housing to determine if and how BC Housing could be secured to manage and operate existing and future LEMR units and to report back to Council following such discussions, as outlined in the report titled “Low- End Market Rental (LEMR) Program and LEMR Unit Management”, dated March 8, 2024, from the Director, Community Social Development; and*
- (2) *That should discussions with BC Housing not envision the organization as the sole manager and operator of existing and future LEMR units, that staff be authorized to explore alternative opportunities to retain an independent organization to manage the LEMR program, and to report back to Council following this exploration.*

5.      **MANAGER’S REPORT**

**ADJOURNMENT**



## Planning Committee

Date: Tuesday, March 5, 2024

Place: Council Chambers  
Richmond City Hall

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

Absent: Councillor Chak Au

Also Present: Councillor Michael Wolfe (by teleconference)

Call to Order: The Chair called the meeting to order at 4:00 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on February 21, 2024, be adopted as circulated.*

**CARRIED**

### PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY HGL INVESTMENTS LTD FOR A ZONING TEXT AMENDMENT TO THE “AUTO-ORIENTED COMMERCIAL (ZC40) – NO. 3 ROAD (CITY CENTRE)” ZONE TO PERMIT EDUCATION, COMMERCIAL AND HEALTH SERVICE, MINOR USES TO THE SECOND AND THIRD FLOOR AT 4940 NO. 3 ROAD**  
(File Ref. No. ZT 23-026738) (REDMS No. 7531255)

It was moved and seconded

**Planning Committee**  
**Tuesday, March 5, 2024**

---

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10535, for a Zoning Text Amendment to the “Auto-Oriented Commercial (ZC40) – No. 3 Road (City Centre)” zone, to permit Education, Commercial and Health Service, Minor uses to the second and third floor at 4940 No. 3 Road, be introduced and given first reading.*

**CARRIED**

2. **FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE 2023 ANNUAL REPORT AND 2024 WORK PROGRAM**  
(File Ref. No. 01-0100-30-AADV1-01-01/2023) (REDMS No. 7503669)

In response to queries from Committee, staff noted that the Food Security and Agricultural Advisory Committee members are coordinating with the Parks department to explore opportunities for farmers markets and other farm related events and staff will provide Council with a copy of the Local Food map which is updated on an annual basis by the City’s Economic department.

It was moved and seconded

*That the Food Security and Agricultural Advisory Committee 2023 Annual Report and 2024 Work Program, as presented in the staff report titled “Food Security and Agricultural Advisory Committee 2023 Annual Report and 2024 Work Program”, dated February 2, 2024, from the Director of Policy Planning, be approved.*

**CARRIED**

3. **2019-2029 CULTURAL HARMONY PLAN: 2022-2023 UPDATE**  
(File Ref. No. 08-4055-01/2024) (REDMS No. 7585812)

Discussion ensued with respect to (i) free English language classes for new immigrants, (ii) facilitating intercultural exchange and understanding between Richmond’s diverse cultural communities through intercultural celebrations and events and community based dialogues, and (iii) enhanced engagement with residents and newcomers.

Committee directed staff to send a copy of the 2019-2029 Cultural Harmony Plan: 2022-2023 Update to the faith groups located along No. 5 Road and to the Council School Board Liaison Committee with a copy of the original strategy, as well as add the update to the Intercultural Committee work plan.

It was moved and seconded

(1) *That the 2019–2029 Cultural Harmony Plan: 2022–2023 Update, as outlined in the staff report titled “2019–2029 Cultural Harmony Plan: 2022–2023 Update”, dated February 21, 2024, from the Director, Community Social Development, be received for information; and*

2.

**Planning Committee**  
**Tuesday, March 5, 2024**

---

- (2) *That the 2019–2029 Cultural Harmony Plan: 2022–2023 Update be distributed to key partners, local Members of Parliament, local Members of the Legislative Assembly and posted on the City website.*

**CARRIED**

4. **HOUSEKEEPING REQUEST - ABANDONMENT OF UNADOPTED BYLAWS**

(File Ref. No. 08-4105-20-AMANDA) (REDMS No. 7582738)

It was moved and seconded

*That the unadopted Zoning and OCP Amendment Bylaws, as outlined in Attachment 1 of the staff report titled “Housekeeping Request – Abandonment of Unadopted Bylaws”, dated February 20, 2024, from the Director, City Clerk’s Office, be abandoned.*

**CARRIED**

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:13 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, March 5, 2024.

---

Councillor Bill McNulty  
Chair

---

Raman Grewal  
Legislative Services Associate



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** February 20, 2024  
**From:** James Cooper, Architect AIBC **File:** 12-8360-01/2024-Vol  
 Director, Building Approvals 01  
**Re:** **Amendments to the Building Regulation Bylaw No. 7230**

### Staff Recommendation

1. That Building Regulation Bylaw No.7230, Amendment Bylaw No. 10506, be introduced and given first, second and third readings;
2. That Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10504, be introduced and given first, second and third readings;
3. That Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10505, be introduced and given first, second and third readings; and
4. The Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10544, be introduced and given first, second and third readings.

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

| REPORT CONCURRENCE                |                                     |                                       |
|-----------------------------------|-------------------------------------|---------------------------------------|
| <b>ROUTED TO:</b>                 | <b>CONCURRENCE</b>                  | <b>CONCURRENCE OF GENERAL MANAGER</b> |
| Finance Department                | <input checked="" type="checkbox"/> |                                       |
| Community Bylaws                  | <input checked="" type="checkbox"/> |                                       |
| Law                               | <input checked="" type="checkbox"/> |                                       |
| <b>SENIOR STAFF REPORT REVIEW</b> | <b>INITIALS:</b>                    | <b>APPROVED BY CAO</b>                |
|                                   |                                     |                                       |

## Staff Report

### Origin

Through proactive review of operating efficiencies, the Building Approvals Department has identified areas where processes and capabilities in our core functions are improved through proposed changes in the Building Regulation Bylaw No. 7230.

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

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

This report supports Council's Strategic Plan 2022-2026 Focus Area #4 Responsible Financial Management and Governance:

*Responsible financial management and efficient use of public resources to meet the needs of the community.*

### Analysis

In 2023, Building Approvals undertook a review of the Building Regulation Bylaw No. 7230 as part of its periodic and proactive process of continuous improvement. Objectives were to identify areas of departmental operations that were governed by the Bylaw and that could benefit from amendments that bring improved clarity to affected stakeholders, address operational challenges, enable better cost recovery of administrative processes, mitigate organizational risk, foster behavioral change through stronger enforcement mechanisms, and continue to reinforce the underlying safety outcomes expected by the bylaw.

These initiatives were undertaken after review of operational outcomes over several years and consultation with members of the development and building industry, City staff from multiple departments, building officials from other jurisdictions, and the model Building Bylaw developed by MIABC.

The proposed changes are detailed in the amending Bylaw No. 10506. A high level summary of these changes is offered below with supporting rationale.

Amendments include:

#### **1. Implementing an Occupancy Certificate**

- a. An Occupancy Certificate enables the City to provide increased clarity to building owners, occupants and other parties to the permitted occupancy and use of a building. At present, an Approved Final Inspection serves as this instrument. However, with increasingly complex development and phased construction, there is potential for ambiguity in defining when a building may be occupied. The



Occupancy Certificate as the new instrument remedies the situation by offering clear interpretation and designation for occupancy.

- b. Aligning amendments are included in the Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10504, and the Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10505.

**2. The clarification of provisions to charge fees for the review of modifications made to instream Building Permit applications**

- a. Building Approvals has observed an increase in the number of modifications to permit applications that result in added time and expense to the City, and prolong the review and issuance process.
- b. New subsections to the Bylaw are proposed to clarify when additional review charges are imposed. This is intended to address situations where applicants are making modifications to designs that have already been reviewed and where the permits have not yet been issued.
- c. Aligning amendments are included in the Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10544.

**3. The expansion of provisions to extend or expire permits after the start of construction**

- a. Items include the required verification of the start of construction by way of an inspection within 180 days from the date of permit issuance, and the establishment of reasonable limitations on the duration of construction. For example, a two year period to complete a one-family or two-family dwelling has been included (with flexibility to extend if needed).

**4. The addition of new provisions to incentivize the completion of permit applications in a timely manner**

- a. This additional section sets timelines for an applicant's response to City review comments, as a condition to maintaining the validity of a permit application. Provisions for the expiration of a permit application are also included.
- b. Implementation will discourage the practice of using a permit application as a "placeholder" for the purpose of avoiding increases in City and Regional charges/fees and advancing codes and standards.

**5. The clarification of conditions for Temporary Structures**

- a. Clarifying language was added to set conditions for buildings qualifying as temporary structures, as the current language infers "temporary" for durations that are impractical to applicants and do not recognize the time for construction.

- b. Temporary structures will now be defined as those that exist for a period of one year from the date of occupancy versus from the date of permit issuance.

**6. The enablement of Provisional Occupancy for Single Family Dwellings**

- a. This section is intended to enable official permission to occupy a house once it has been determined that all critical construction and safety related items are substantially complete and ready for habitation.
- b. It allows reasonable flexibility in expediting occupancy and conveyance for residents and property owners while non-safety related items are being completed or secured via other means.
- c. This is intended to work with the Occupancy Certificate which will be granted upon final completion of all works and requirements.

**Financial Impact**

With the newly included provisions enabling fees to be charged for the review of modifications made to instream applications (detailed in item 2 above), Building Approvals estimates a marginal increase in annual revenues in the order of \$38,000 per year. This estimate is directly proportional to the number of modification to instream permit applications received, and may vary upwards or downwards as a function of the number of affected permit applications.

No negative financial impacts are anticipated.

**Conclusion**

The proposed changes to the Building Regulation Bylaw No. 7230, as detailed in Amendment Bylaw No. 10506, have been drafted with the intention to bring improved clarity, efficiency and accountability for all stakeholders subject to the requirements and stipulations of the Bylaw. These have been developed through extensive evaluation of business processes in conjunction with consultation from the development/building community, with the goal of improving departmental performance.

Building Approvals anticipates periodic amendments going forward, in line with its continuous improvement reviews which are intended to address and adapt to emerging trends in the industry, to mitigate and control identified safety or business risks, and enhance the customer experience through acquired feedback and observation.

Building Approvals recommends acceptance and approval of the proposed amendments in their entirety.



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

JC:



**Building Regulation Bylaw No. 7230,  
Amendment Bylaw No. 10506**

The Council of the City of Richmond enacts as follows:

1. Building Regulation Bylaw No. 7230, as amended, is further amended by deleting Section 2.2.1(d) and replacing it with the following:

“2.2.1(d) occupy or permit occupancy of a **building** or **structure** until the **building inspector** has issued an occupancy certificate for it, except as permitted under Section 13.7;”

2. Building Regulation Bylaw No. 7230, as amended, is further amended at Section 5.5 Permit Fee Requirements by deleting subsection 5.5.3 and replacing it with the following:

“5.5.3 Where an **owner** proposes to modify a **building** or **structure** design, **plumbing** design, or **gas** design which is the subject of an existing permit and the value of **construction** is not increased by such modification, the **owner** must submit the proposed modifications for plan review and pay a **building permit fee, plumbing permit fee, or gas permit fee** respectively, based on the plan review hourly rate in the amount set from time to time in the Consolidated Fees Bylaw No. 8636. Such fee is in addition to any fees payable pursuant to section 5.5.1 or any other section of this bylaw.”

3. Building Regulation Bylaw No. 7230, as amended, is further amended at Section 5.5 Permit Fee Requirements by adding the following after subsection 5.5.5:

“5.5.6 Where an **owner** proposes to modify, amend or change components of an instream application for a **building permit, plumbing permit or gas permit** that has already been reviewed by the **City**, other than as requested by the **City**, the **owner** must submit such modifications, amendments or changes for review and pay a **building permit fee, plumbing permit fee or gas permit fee** respectively based on the plan review hourly rate in the amount set from time to time in the Consolidated Fees Bylaw No. 8636. Such fee is in addition to any fees payable pursuant to section 5.5.1 or any other section of this bylaw.

5.5.7 Where an owner proposes to modify a **building** or **structure** design, **plumbing** design or **gas** design which is the subject of an existing permit and the value of **construction** is increased by such modification, the **owner** must submit the proposed modifications for plan review and pay a **building permit fee, plumbing permit fee or gas permit fee** respectively, in an amount equal to the greater of:

- (a) the plan review hourly rate in the amount set from time to time in the Consolidated Fees Bylaw No. 8636; and
  - (b) the applicable permit fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636.”
4. Building Regulation Bylaw No. 7230, as amended, is further amended at Part 5: Permits by deleting section 5.10 Expiration of Permits and replacing it with the following:

**“5.10 Expiration of Permits**

5.10.1 Subject to Section 5.11, every **building permit, gas permit or plumbing permit** is issued upon the condition that the permit shall expire and the rights of the **owner** under the permit shall terminate if:

- (a) the work authorized by the permit has not been verified to have commenced by a **building inspector, gas inspector, or plumbing inspector**, as applicable, through an inspection requested by the **owner** in accordance with Part 13, within 180 days from the date of issue of the permit;
- (b) the work authorized by the permit is discontinued or suspended for a period of more than 180 days from the date of the last inspection by a **building inspector, gas inspector, or plumbing inspector**, respectively; or
- (c) the work authorized by a permit associated with a **one-family dwelling or two-family dwelling** is started and not completed within two years of the original date of the permit or such other period of time as the **City** may specify in the permit.

5.10.2 Where a permit has expired under the provisions of clauses (b) or (c) of subsection 5.10.1, any inspections completed prior to the expiration of such permit remain valid and in effect.

5.10.3 For the purposes of Section 5.10.1(b), work authorized by a permit shall be deemed to have been discontinued or suspended for a period of more than 180 days if the **owner** has not requested an inspection for such work in accordance with Part 13 within such period of time.”

5. Building Regulation Bylaw No. 7230, as amended, is further amended at subsection 5.11.1(b) by deleting the words “within 30 days of” and replacing them with the words “within the 30 days prior to”.
6. Building Regulation Bylaw No. 7230, as amended, is further amended at Section 5.11 by adding the following after subsection 5.11.1:

“5.11.2 Where **construction, gas work or plumbing** authorized under a permit has commenced, the **building inspector, the gas inspector, and the plumbing**

**inspector** may extend a **building permit**, a **gas permit** or a **plumbing permit** respectively, for one period of not greater than 180 days, provided that:

- (a) an application to extend the permit is made within 180 days from the date of the last inspection;
- (b) the **building inspector**, the **gas inspector**, or the **plumbing inspector**, respectively, is satisfied that construction has been discontinued due to unanticipated adverse weather, strikes, material or labour shortages, or other hardship (other than financial or economic hardship) beyond the **owner's** control; and
- (c) the permit extension fees in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 have been paid.

5.11.3 For the purposes of Section 5.11, **construction**, **gas work**, or **plumbing work**, is only considered to have commenced if the work authorized by the permit has been verified to have commenced by a **building inspector**, **gas inspector**, or **plumbing inspector**, as applicable, through an inspection requested by the **owner** in accordance with Part 13, within 180 days from the date of issue of the permit.”

7. Building Regulation Bylaw No. 7230, as amended, is further amended at Part Five: Permits by adding the following after subsection 5.15:

**“5.16 Expiration of Application for a Permit**

5.16.1 Subject to the provisions of Section 5.17, an **owner** shall comply with all the necessary requirements to complete an application for a **building permit**, **gas permit**, or **plumbing permit** within:

- (a) 60 days of the date review comments were provided by the **City** to the **owner** for an application for work associated with a **one-family dwelling** or **two-family dwelling** and requiring a permit; or
- (b) 90 days of the date review comments were provided by the **City** to the **owner** for an application for work other than as described in Section 5.16.1(a).

5.16.2 Subject to the provisions of Section 5.17, if an **owner** fails to comply with the requirements of Section 5.16.1, the application for a **building permit**, **gas permit**, or **plumbing permit** shall expire.

**5.17 Extension of Application for a Permit**

5.17.1 The **building inspector**, the **gas inspector**, and the **plumbing inspector** may extend an application for a **building permit**, **gas permit** or **plumbing permit** respectively, for a period of not greater than 180 days from the expiration date of the original application, provided:

(a) the application to extend the application is made within the 30 days prior to the application expiration date; and

(b) the applicable inspector determines that the failure to complete the requirements of the original application for such permit was reasonable in the circumstances.

5.17.2 An application for a **building permit, gas permit or plumbing permit** which has been renewed pursuant to Section 5.17.1 must comply with any amendments made to this bylaw since the date of receipt of the original application by the City.

5.17.3 The **building inspector, gas inspector, and plumbing inspector**, respectively, may, at their sole discretion, in extenuating circumstances, extend an application for a **building permit, gas permit or plumbing permit** respectively, on such terms and conditions as the determined by such inspector.”

8. Building Regulation Bylaw No. 7230, as amended, is further amended at Part Seven: Temporary Buildings For Occupancy, by adding the following after Section 7.2:

**“7.3 Removal of Temporary Structure**

7.3.1 An **owner** must remove a temporary **building or structure** constructed pursuant to a permit issued under Section 7.2.1 on or before the first anniversary of the date of issuance of an occupancy certificate for such **building or structure**, or as otherwise directed by the **building inspector**.”

9. Building Regulation Bylaw No. 7230, as amended, is further amended by deleting the words “**provisional occupancy**” wherever they are used in sections 10.1.2 and 10.2.3, and replacing them with the words “provisional occupancy”.

10. Building Regulation Bylaw No. 7230, as amended, is further amended at Section 13.7.1 by deleting the following words “, other than a **building or structure** used or intended to be used as a **one-family or two-family dwelling**”.

11. Building Regulation Bylaw No. 7230, as amended, is further amended by deleting the word “**occupancy**” wherever it is used in section 13.7, and replacing it with the word “occupancy”.

12. Building Regulation Bylaw No. 7230, as amended, is further amended at Section 13.7 Provisional Occupancy and Provisional Plumbing Compliance, by adding the following after subsection 13.7.5:

“13.7.6 The **building inspector and plumbing inspector**, respectively, may revoke an inspection notice for provisional occupancy or provisional **plumbing** compliance for failure to comply with any conditions of the notice.”

13. Building Regulation Bylaw No. 7230, as amended, is further amended at PART THIRTEEN: INSPECTIONS, by adding the following after subsection 13.12:

“13.13 Subject to section 13.7, no person may occupy a **building** or **structure**, or part of a **building** or **structure** that is subject to a permit, until an occupancy certificate has been issued by the **building inspector** for such **building** or **structure**, or the part of such **building** or **structure** that was subject to the permit, after completion of **construction**.

13.14 An occupancy certificate will not be issued unless

- (a) all letters of assurance have been submitted when required in accordance with this bylaw;
- (b) all aspects of the work requiring inspection and acceptance pursuant to Part 13 of this bylaw have both been inspected and accepted or the inspections and acceptance are not required in accordance with this bylaw;
- (c) if required by the **building inspector**, the **owner** has provided to the **City** a **building** survey prepared by a British Columbia Land Surveyor showing the building height, size, location and elevation determined in accordance with the **City**'s land use regulations; and
- (d) all other documentation required under applicable enactments has been delivered to the **City**.

13.15 The **building inspector** may withhold an occupancy certificate until the **building, structure** or part thereof complies with this bylaw, the **building code** and any other applicable bylaws or enactments.”

14. Building Regulation Bylaw No. 7230, as amended, is further amended at subsection 16.1, by deleting the definitions of “One-Family Dwelling”, “Owner” and “Two-Family Dwelling” and replacing them with the following:

**“ONE-FAMILY DWELLING** means a detached **building** or **structure** used exclusively for residential purposes, containing one dwelling unit only, or one dwelling unit and a **secondary suite**.

**OWNER** means the registered owner in fee simple, and also where the context or circumstances so require:

- (a) the tenant for life under a registered life estate;

- (b) the strata corporation in the case of a lot under strata ownership;
- (c) a registered holder of the last registered agreement for sale; and
- (d) an **agent**.

**TWO-FAMILY DWELLING**

means a detached **building** or **structure** used exclusively for residential purposes containing two dwelling units only (each of which may contain one **secondary suite**), which is not readily convertible into additional dwelling units and the plans for which have been filed with the **building inspector** showing all areas of the **building** or **structure** finished.”

- 15. Building Regulation Bylaw No. 7230, as amended, is further amended at subsection 16.1, by adding the following definition in alphabetical order:

“**SECONDARY SUITE** means secondary suite as defined in the **zoning bylaw**.”

- 16. This Bylaw is cited as “**Building Regulation Bylaw No. 7230, Amendment Bylaw No. 10506**”.

FIRST READING

SECOND READING

THIRD READING


ADOPTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|  |
|--|
| CITY OF<br>RICHMOND  |
| APPROVED<br>for content by<br>originating<br>Division<br> |
| APPROVED<br>for legality<br>by Solicitor<br><b>BRB</b>   |

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CORPORATE OFFICER





**Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122,  
Amendment Bylaw No. 10504**

The Council of the City of Richmond enacts as follows:

1. Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, as amended, is further amended by adding the content of the table in Schedule A attached to and forming part of this bylaw, to "Schedule – Building Regulation Bylaw No. 7230" in Bylaw No. 8122 in numerical order.
2. This Bylaw is cited as "Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10504".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

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

**Schedule A to Bylaw No. 8122**

| <b>Schedule – Building Regulation Bylaw No. 7230 (2002)</b><br>Designated Bylaw Contraventions and Corresponding Penalties |  |               |                                      |               |                            |                           |                                     |
|--|--|---------------|--------------------------------------|---------------|----------------------------|---------------------------|-------------------------------------|
| A1<br>Bylaw  | A2<br>Description of Contravention   | A3<br>Section | A4<br>Compliance Agreement Available | A5<br>Penalty | A6<br>Early Payment Option | A7<br>Late Payment Amount | A8<br>Compliance Agreement Discount |
| Building Regulation Bylaw No. 7230   | Period of Time from Receipt (inclusive)  |               | n/a                                  | 29 to 60 days | 1 to 28 days               | 61 days or more           | n/a                                 |
|  | Failure to remove a temporary building after a period of one year or as directed by the building inspector.      | 7.3.1         | No                                   | \$500.00      | \$475.00                   | \$525.00                  | n/a                                 |
|  | Failure to obtain an occupancy certificate prior to occupying a building, except as permitted under Section 13.7 | 13.13         | No                                   | \$500.00      | \$475.00                   | \$525.00                  | n/a                                 |



**Municipal Ticket Information Authorization Bylaw No. 7321,  
Amendment Bylaw No. 10505**

The Council of the City of Richmond enacts as follows:

1. Municipal Ticket Information Authorization Bylaw No. 7321, as amended, is further amended by adding the content of the table in Schedule A attached to and forming part of this bylaw, to Schedule B1 in Bylaw 7321 in numerical order.
2. This Bylaw is cited as "**Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10505**".

FIRST READING

SECOND READING

THIRD READING


ADOPTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

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

**SCHEDULE B 1**

**Building Regulation Bylaw No. 7230**

| Column 1   | Column 2             | Column 3    |
|--|----------------------|-------------|
| <b>Offence</b>   | <b>Bylaw Section</b> | <b>Fine</b> |
| Failure to remove a temporary building after a period of one year or as directed by the building inspector.      | 7.3.1                | \$1,000     |
| Failure to obtain an occupancy certificate prior to occupying a building, except as permitted under Section 13.7 | 13.13                | \$1,000     |



**Consolidated Fees Bylaw No. 8636,  
Amendment Bylaw No. 10544**

The Council of the City of Richmond enacts as follows:

1. Consolidated Fees Bylaw No. 8636, as amended, is further amended at Schedule – Building Regulation by deleting the following table and replacing it with the table in Schedule A attached to and forming part of this bylaw:

**Building Regulation Bylaw No. 7230**

**Building Permit Fees for all Other Building Types (cont.)**

Sections 5.5, 5.9, 5.11, 5.14, 7.2, 11.1, 12.7, 12.9, 12.10

| <b>Description</b>  | <b>Fee</b>            |
|---|-----------------------|
| <u>Building Design Modification Fee</u>   |                       |
| Plan Review (per hour or portion thereof)   | \$147.00              |
| Building Permit Fee for Temporary Building for Occupancy  | \$646.00              |
| <u>Re-inspection Fees</u>   |                       |
| (a) for the third inspection  | \$97.75               |
| (b) for the fourth inspection   | \$135.00              |
| (c) for the fifth inspection  | \$261.00              |
| <i>Note: The fee for each subsequent inspection after the fifth inspection will be double the cost of each immediately previous inspection</i>  |                       |
| <u>Special Inspection Fees:</u>   |                       |
| (a) during the City's normal business hours   | \$147.00              |
| (b) outside the City's normal business hours  | \$568.00              |
| <i>*for each hour or part thereof after the first four hours</i>  | <i>*Plus \$147.00</i> |
| Building Permit Transfer or Assignment Fee (a)<br><i>or (b) a fee of 10% to the nearest dollar of the original building permit fee</i><br><i>- whichever is greater of (a) or (b)</i> | \$81.75               |
| Building Permit Extension Fee (a)<br><i>or (b) a fee of 10% to the nearest dollar of the original building permit fee</i><br><i>- whichever is greater of (a) or (b)</i>              | \$81.75               |
| <u>Building Move Inspection Fee:</u>  |                       |
| (a) within the City boundaries  | \$147.00              |
| (b) outside the City boundaries when travel is by City vehicle  | \$147.00              |

|                            |               |               |
|----------------------------|---------------|---------------|
| <b>** per km travelled</b> | <b>**Plus</b> | <b>\$4.00</b> |
|----------------------------|---------------|---------------|

*Note: Where the building inspector is required to use overnight accommodation, aircraft or ferry transportation in order to make a building move inspection, the actual costs of accommodation, meals and transportation are payable in addition to other applicable fees including salary cost greater than 1 hour.*

2. Consolidated Fees Bylaw No. 8636, as amended, is further amended at Schedule – Building Regulation by deleting the following table and replacing it with the table in Schedule B attached to and forming part of this bylaw:

**Building Regulation Bylaw No. 7230  
Plumbing Permit Fees (cont.)  
Sections 5.2, 5.5, 5.6, 5.9, 5.11, 12.5, 12.7, 12.9, 12.10**

| <b>Description</b>   | <b>Fee</b>                 | <b>Units</b> |
|--|----------------------------|--------------|
| <u>Water Service</u>   |                            |              |
| (a) for the first 30 metres of water supply service pipe to a building or structure  | \$81.75                    |              |
| (b) for each additional 30 metres of water supply service pipe to a building and structure   | \$30.75                    |              |
| <u>Sanitary &amp; Storm Sewers: Building Drains &amp; Water Distribution</u>   |                            |              |
| (a) for the first 30 metres of a sanitary sewer, and/or storm sewer, and/or building drain, or part thereof  | \$81.75                    |              |
| (b) for each additional 30 metres of a sanitary sewer, and/or storm sewer, and/or building drain, or part thereof  | \$30.75                    |              |
| (c) for the first 30 metres of a rough-in installation for a water distribution system in a multiple unit non-residential building for future occupancy, or part thereof       | \$81.75                    |              |
| (d) for each additional 30 metres of a rough-in installation for a water distribution system in a multiple unit non-residential building for future occupancy, or part thereof | \$30.75                    |              |
| (e) for the installation of any neutralizing tank, catch basin, sump, or manhole   | (f) \$81.75<br>(g) \$30.75 | per item     |
| <i>- whichever is greater of (f) or (g)</i>  |                            |              |
| <u>Special Inspections</u>   |                            |              |
| (a) during the City's normal business hours  | \$147.00                   |              |
| (b) outside the City's normal business hours or each hour  | \$568.00                   |              |
| <i>*for part thereof exceeding the first four hours</i>  | *Plus \$147.00             |              |
| <u>Design Modification Fees</u>  |                            |              |
| Plan review<br><i>Applicable to Plumbing, Sprinkler &amp; Standpipes, Water Service, and Sanitary &amp; Storm Sewers; Building Drains &amp; Water Distributions</i>            | \$147.00                   | per hour     |

3. Consolidated Fees Bylaw No. 8636, as amended, is further amended at Schedule – Building Regulation by deleting the following table and replacing it with the table in Schedule C attached to and forming part of this bylaw:

**Building Regulation Bylaw No. 7230**  
**Gas Permit Fees**  
 Sections 5.2, 5.5, 5.6, 5.9, 5.11, 12.9, 12.10

| Description  | Fee      | Units            |
|--|----------|------------------|
| Domestic Installation – <b>one family dwelling</b> (a)   | \$81.75  | per<br>appliance |
| - <i>whichever is greater (a) or (b)</i> (b)   | \$30.75  |                  |
| Domestic/Commercial/Industrial Installations – <b>two family dwellings</b> , multiple unit residential buildings, including townhouse units) |          |                  |
| (a) appliance input up to 29 kW  | \$81.75  |                  |
| (b) appliance input exceeding 29 kW  | \$135.00 |                  |
| <b>Special Inspection Fees:</b>  |          |                  |
| (a) during the City’s normal business hours  | \$147.00 |                  |
| (b) outside the City’s normal business hours   | \$568.00 |                  |
| <i>*for each hour or part thereof after the first four hours</i> *Plus   | \$147.00 |                  |

4. This Bylaw is cited as “Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10544”.

FIRST READING

SECOND READING

THIRD READING


ADOPTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|  |
|--|
| CITY OF<br>RICHMOND  |
| APPROVED<br>for content by<br>originating<br>Division<br> |
| APPROVED<br>for legality<br>by Solicitor<br><br>BRB  |

\_\_\_\_\_  
MAYOR

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

**SCHEDULE A to BYLAW NO. 10544**

**Building Regulation Bylaw No. 7230**

**Building Permit Fees for all Other Building Types (cont.)**

Sections 5.5, 5.9, 5.11, 5.14, 7.2, 11.1, 12.7, 12.9, 12.10

| <b>Description</b>   | <b>Fee</b>            |
|--|-----------------------|
| <u>Building Design Modification Fee</u>  |                       |
| Plan Review (per hour or portion thereof)  | \$147.00              |
| Building Permit Fee for Temporary Building for Occupancy   | \$646.00              |
| <u>Modifications or Changes to Instream Building Permit Application</u>  |                       |
| Plan Review (per hour or portion thereof)  | \$147.00              |
| <u>Re-inspection Fees</u>  |                       |
| (a) for the third inspection   | \$97.75               |
| (b) for the fourth inspection  | \$135.00              |
| (c) for the fifth inspection   | \$261.00              |
| <i>Note: The fee for each subsequent inspection after the fifth inspection will be double the cost of each immediately previous inspection</i> |                       |
| <u>Special Inspection Fees:</u>  |                       |
| (a) during the City's normal business hours  | \$147.00              |
| (b) outside the City's normal business hours   | \$568.00              |
| <i>*for each hour or part thereof after the first four hours</i>   | <i>*Plus</i> \$147.00 |
| Building Permit Transfer or Assignment Fee (a)   | \$81.75               |
| <i>or (b) a fee of 10% to the nearest dollar of the original building permit fee</i>   |                       |
| <i>- whichever is greater of (a) or (b)</i>  |                       |
| Building Permit Extension Fee (a)  | \$81.75               |
| <i>or (b) a fee of 10% to the nearest dollar of the original building permit fee</i>   |                       |
| <i>- whichever is greater of (a) or (b)</i>  |                       |
| <u>Building Move Inspection Fee:</u>   |                       |
| (a) within the City boundaries   | \$147.00              |
| (b) outside the City boundaries when travel is by City vehicle   | \$147.00              |
| <i>** per km travelled</i>   | <i>**Plus</i> \$4.00  |

*Note: Where the building inspector is required to use overnight accommodation, aircraft or ferry transportation in order to make a building move inspection, the actual costs of accommodation, meals and transportation are payable in addition to other applicable fees including salary cost greater than 1 hour.*



**SCHEDULE B to BYLAW NO. 10544**

**Building Regulation Bylaw No. 7230**

**Plumbing Permit Fees (cont.)**

Sections 5.2, 5.5, 5.6, 5.9, 5.11, 12.5, 12.7, 12.9, 12.10

| <b>Description</b>   | <b>Fee</b>                 | <b>Units</b> |
|--|----------------------------|--------------|
| <u>Water Service</u>   |                            |              |
| (a) for the first 30 metres of water supply service pipe to a building or structure  | \$81.75                    |              |
| (b) for each additional 30 metres of water supply service pipe to a building and structure   | \$30.75                    |              |
| <u>Sanitary &amp; Storm Sewers: Building Drains &amp; Water Distribution</u>   |                            |              |
| (a) for the first 30 metres of a sanitary sewer, and/or storm sewer, and/or building drain, or part thereof  | \$81.75                    |              |
| (b) for each additional 30 metres of a sanitary sewer, and/or storm sewer, and/or building drain, or part thereof  | \$30.75                    |              |
| (c) for the first 30 metres of a rough-in installation for a water distribution system in a multiple unit non-residential building for future occupancy, or part thereof       | \$81.75                    |              |
| (d) for each additional 30 metres of a rough-in installation for a water distribution system in a multiple unit non-residential building for future occupancy, or part thereof | \$30.75                    |              |
| (e) for the installation of any neutralizing tank, catch basin, sump, or manhole   | (f) \$81.75<br>(g) \$30.75 | per item     |
| - whichever is greater of (f) or (g)   |                            |              |
| <u>Special Inspections</u>   |                            |              |
| (a) during the City's normal business hours  | \$147.00                   |              |
| (b) outside the City's normal business hours or each hour  | \$568.00                   |              |
| <i>*for part thereof exceeding the first four hours</i>  | <i>*Plus</i>               | \$147.00     |
| <u>Design Modification Fees</u>  |                            |              |
| Plan review<br><i>Applicable to Plumbing, Sprinkler &amp; Standpipes, Water Service, and Sanitary &amp; Storm Sewers; Building Drains &amp; Water Distributions</i>            | \$147.00                   | per hour     |
| <u>Modifications or Changes to Instream Plumbing Permit Application</u>  |                            |              |
| Plan Review  | \$147.00                   | per hour     |

**SCHEDULE C to BYLAW NO. 10544**

**Building Regulation Bylaw No. 7230**

**Gas Permit Fees**

Sections 5.2, 5.5, 5.6, 5.9, 5.11, 12.9, 12.10

| <b>Description</b>   | <b>Fee</b> | <b>Units</b>     |
|--|------------|------------------|
| Domestic Installation – <b>one family dwelling</b> (a)   | \$81.75    | per<br>appliance |
| - <i>whichever is greater (a) or (b)</i> (b)   | \$30.75    |                  |
| Domestic/Commercial/Industrial Installations – <b>two family dwellings</b> , multiple unit residential buildings, including townhouse units) |            |                  |
| (a) appliance input up to 29 kW  | \$81.75    |                  |
| (b) appliance input exceeding 29 kW  | \$135.00   |                  |
| <u>Special Inspection Fees:</u>  |            |                  |
| (a) during the City’s normal business hours  | \$147.00   |                  |
| (b) outside the City’s normal business hours   | \$568.00   |                  |
| <i>*for each hour or part thereof after the first four hours</i> *Plus   | \$147.00   |                  |
| <u>Design Modification Fees</u>  |            |                  |
| Plan review  | \$147.00   | per hour         |
| <u>Modifications or Changes to Instream Gas Permit Application</u>   |            |                  |
| Plan Review  | \$147.00   | per hour         |



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** February 20, 2024  
**From:** John Hopkins **File:** 01-0100-30-HCOM1-01/2024-Vol 01  
 Director, Policy Planning  
**Re:** **Richmond Heritage Commission 2023 Annual Report and 2024 Work Program and Budget Allocation**

### Staff Recommendation

That the Richmond Heritage Commission’s 2023 Annual Report and 2024 Work Program and Budget Allocation, as presented in the staff report titled “Richmond Heritage Commission 2023 Annual Report and 2024 Work Program and Budget Allocation”, dated February 20, 2024, from the Director of Policy Planning, be approved.

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

Att. 4

| REPORT CONCURRENCE                            |   |   |
|---|---|---|
| <b>ROUTED TO:</b><br>Arts, Culture & Heritage | <b>CONCURRENCE</b><br><input checked="" type="checkbox"/> | <b>CONCURRENCE OF GENERAL MANAGER</b><br> |
| <b>SENIOR STAFF REPORT REVIEW</b>             | <b>INITIALS:</b><br>                                      | <b>APPROVED BY CAO</b><br>                |

## Staff Report

### Origin

The Richmond Heritage Commission (RHC) was established by bylaw in 1998 (Bylaw No. 7906) which requires a work program, budget allocation and an annual report. The RHC advises Council on heritage conservation and public awareness matters, and undertakes and provides support for activities that benefit and advance heritage in the city.

This report supports Council's Strategic Plan 2022-2026 Focus Area #6 A Vibrant, Resilient and Active Community:

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

*6.5 Enhance and preserve arts and heritage assets in the community.*

### Analysis

#### 2023 Annual Report

The 2023 Annual Report is contained in Attachment 1 and includes the following highlights:

- Reviewed and commented on a total of two development applications for properties located within the Steveston Village Heritage Conservation Area;
- Reviewed and commented on the proposed changes to streamline heritage-related application review processes;
- Received information and regular updates on various City policies and initiatives;
- Organized the annual Richmond Heritage Awards and selected five (5) recipients;
- Provided sponsorship to the annual Richmond Regional Heritage Fair and Oral Histories projects; and
- Undertook a promotional campaign (i.e., "Did You Know" campaign) to share interesting facts about local heritage sites to raise public awareness.

#### 2024 Work Program and Budget Allocation

The RHC endorsed the proposed 2024 Work Program and Budget Allocation at its February 7, 2024 meeting. The 2024 Work Program is contained in Attachment 2, and includes the following highlights:

- Continue to review and provide recommendations on development applications and the City's heritage-related policy projects;
- Receive information from staff on programs, initiatives and projects related to City-owned historic places and museums and provide feedback;

- Encourage and receive Richmond Heritage Award nominations, and select and publicly recognize the recipients;
- Continue to provide sponsorship to the Richmond Regional Heritage Fair and Oral Histories projects; and
- Continue to explore and develop public awareness initiatives to raise the profile of Richmond heritage and expand the RHC’s knowledge and expertise through education and networking.

The 2024 Budget Allocation provides for a total operating budget of \$5,000 for the Richmond Heritage Commission, as described in Attachment 3. Among other things, this includes funds for public awareness initiatives (e.g., “Did You Know” campaign and Lulu speaker series) and networking with local and regional heritage groups to exchange knowledge and advance the City’s heritage objectives.

The RHC Work Program and Budget Allocation may be revised if necessary, based on emerging issues and future Council priorities.

**Financial Impact**

As an Advisory Commission to Council, the RHC’s activities are fully supported by the Department’s operating budget.

**Conclusion**

The Richmond Heritage Commission’s mandate is to advise Council on heritage conservation and public awareness matters, and undertake and provide support for activities that benefit and advance heritage in Richmond. Staff recommend that the Richmond Heritage Commission’s 2023 Annual Report and 2024 Work Program and Budget Allocation be approved.



Minhee Park  
Planner 3  
(604-276-4188)

MP:cas

- Att. 1: Richmond Heritage Commission 2023 Annual Report
- 2: Richmond Heritage Commission 2024 Work Program
- 3: Richmond Heritage Commission 2024 Budget Allocation
- 4: Richmond Heritage Commission 2024 Membership List

**2023 Annual Report  
Richmond Heritage Commission**

| <b>Projects/Initiatives</b>                   | <b>Results</b>  | <b>Accomplishments/Comments</b>   |
|---|---|---|
| Development Applications                      | Provided heritage perspective and advice to Council   | <ul style="list-style-type: none"> <li>Reviewed and commented on a total of two development applications for properties in the Steveston Village Heritage Conservation Area.</li> </ul>   |
| Heritage Policy                               | Provided heritage perspective and advice to Council   | <ul style="list-style-type: none"> <li>Reviewed and commented on the proposed changes to heritage-related application review process.</li> </ul>  |
| City of Richmond Museum and Heritage Services | Received for information  | <ul style="list-style-type: none"> <li>Received information on programs, initiatives and projects related to City-owned historic places and museums.</li> </ul>   |
| Richmond Heritage Awards                      | Recognized accomplishments of individuals and organizations                                       | <ul style="list-style-type: none"> <li>Organized the annual Richmond Heritage Awards and selected five (5) recipients.</li> </ul>   |
| Community Projects                            | Sponsored and supported community initiatives   | <ul style="list-style-type: none"> <li>Provided \$1,500 to the Richmond Regional Heritage Fair.</li> <li>Provided \$350 to the Richmond Museum's Oral Histories project.</li> </ul>   |
| Raise Profile of Richmond Heritage            | Undertook a promotional initiative "Did you know" campaign and raised awareness of local heritage | <ul style="list-style-type: none"> <li>Created posters to share interesting facts about two heritage sites (i.e., Minoru Chapel and Chinese Bunkhouse) and distributed them to various City facilities and shared them through newspaper ads, social media and transit shelter display boards.</li> </ul> |

**List of Applications Reviewed in 2023**

| <b>Application</b> | <b>Address</b>      | <b>Proposal</b>   |
|--------------------|---------------------|---|
| RZ 20-919115       | 12071 2nd Avenue    | <ul style="list-style-type: none"> <li>Rezoning to allow a three-storey mixed use building</li> </ul> |
| RZ 18-817742       | 3560 Moncton Street | <ul style="list-style-type: none"> <li>Rezoning to allow a two-storey mixed use building</li> </ul>   |

**2024 Work Program  
Richmond Heritage Commission**

| <b>Projects</b>   | <b>Results Expected</b>     | <b>Comments</b>  |
|---|-----------------------------|--|
| Development Applications                                    | Advice to staff and Council | <ul style="list-style-type: none"> <li>Review and provide recommendations on relevant development applications or other initiatives that may have an impact on the character of heritage resources city-wide and in Steveston Village.</li> </ul>                    |
| City Heritage-related Policy                                |                             | <ul style="list-style-type: none"> <li>Review and provide comments on proposed changes to the Steveston Village Heritage Conservation Grant Program and other policy projects.</li> </ul>  |
| City of Richmond Museum and Heritage Services               |                             | <ul style="list-style-type: none"> <li>Receive information from staff on programs, initiatives and projects related to City-owned historic places and museums and provide feedback.</li> </ul>   |
| Richmond Heritage Awards                                    | Organize/host Competition   | <ul style="list-style-type: none"> <li>Encourage and receive award nominations, and select and publicly recognize the winners.</li> <li>Raise public awareness.</li> </ul>   |
| Community-led Heritage Projects                             | Sponsorship                 | <ul style="list-style-type: none"> <li>Richmond Regional Heritage Fair (may include RHC participation as judges, etc.).</li> <li>Oral Histories.</li> </ul>  |
| Public Awareness of Heritage Resources/Raise Profile of RHC | RHC promotional initiatives | <ul style="list-style-type: none"> <li>"Did you know" campaign (e.g., posters).</li> <li>Lulu Speaker Series (i.e. heritage themed presentation).</li> <li>Display for Heritage Week (e.g. Children's Arts Festival) and Richmond Regional Heritage Fair.</li> </ul> |
| RHC Education   | Attend workshops or courses | <ul style="list-style-type: none"> <li>Increase the capacity and effectiveness of the RHC organization.</li> <li>Expand and enhance the heritage knowledge and expertise of RHC members.</li> </ul>  |
| RHC Networking  | Host a networking event     |  |

**2024 Budget Allocation  
Richmond Heritage Commission**

| <b>Work Item</b>  | <b>Budget</b>  |
|---|----------------|
| Advice to Staff and Council   | Nil            |
| Richmond Heritage Awards<br>(i.e., advertising, promotion, and framing of awards)   | \$750          |
| Annual Sponsorship - Heritage Fair  | \$1,800        |
| Annual Sponsorship - Oral Histories   | \$350          |
| Public Awareness , including<br>- Display for Heritage Week and Richmond<br>Regional Heritage Fair<br>- Lulu Speaker Series<br>- "Did you know?" campaign | \$150          |
| Networking (i.e., with local heritage groups<br>and/or other heritage advisory committees in<br>the region)   | \$1,800        |
| Meeting Refreshments  | \$150          |
| Contingency   | N/A            |
| <b>Total</b>  | <b>\$5,000</b> |



**RICHMOND HERITAGE COMMISSION**  
**Current Membership List 2024**

|                             |                 |                        |            |                       |             |
|-----------------------------|-----------------|------------------------|------------|-----------------------|-------------|
| <b>Total Membership:</b>    | 6               | <b>Authority:</b>      | Bylaw 7906 | <b>Staff Liaison:</b> | Minhee Park |
| <b>Total Appts By Cncl:</b> | 6               | <b>Length Of Term:</b> | 2 Yrs      | <b>Local:</b>         | 4188        |
| <b>Cncl Rep:</b>            | Cllr. Kash Heed | <b>Term Limits:</b>    | 4 terms    |                       |             |

| <b>Members</b>                | <b>Date First Appointed</b> | <b>Date of Most Current Re-appointment</b> | <b>Date Appointment Expires</b> |
|-------------------------------|-----------------------------|--|---------------------------------|
| Mr. Jim Carter-Huffman        | 12/11/2023                  | N/A  | 12/31/2025                      |
| Ms. Brenda Clark (Vice-Chair) | 10/12/2021                  | 11/28/2022                                 | 12/31/2024                      |
| Mr. Todd Follett (Chair)      | 11/14/2017                  | 12/11/2023                                 | 12/31/2025                      |
| Mr. Joseph Fry (Treasurer)    | 10/12/2021                  | 11/28/2022                                 | 12/31/2024                      |
| Mr. Ron Hyde                  | 11/14/2017                  | 12/11/2023                                 | 12/31/2025                      |
| Mr. Rod Kawamoto              | 12/11/2023                  | N/A  | 12/31/2025                      |



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** March 7, 2024  
**From:** Kim Somerville **File:** 08-4057-05/2024-Vol 01  
 Director, Community Social Development  
**Re:** **Housing Agreement Bylaw No. 10545 to Permit the City of Richmond to Secure Affordable Housing Units at 6851 and 6871 Elmbridge Way**

### Staff Recommendation

That Housing Agreement (6851 and 6871 Elmbridge Way) Bylaw No. 10545 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 17-782750, be introduced and given first, second and third readings.

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

Att. 1

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

## Staff Report

### Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement Bylaw No. 10545 to secure at least 35 affordable housing units making up a total of 2,767 m<sup>2</sup> (29,781 ft<sup>2</sup>) of habitable floor area within the development at 6851 and 6871 Elmbridge Way (Attachment 1).

The applicant, Landa Oval Development Ltd, has submitted a rezoning application to permit the construction of a mixed-use development comprised of a 189-room hotel and high-density residential uses including 321 market residential units and 35 Low-End Market Rental (LEMR) units. The amending bylaw (No. 10423) was given first reading on November 14, 2022.

A public hearing to consider the rezoning application was held on December 19, 2022 following which the application was referred back to staff to address the traffic-related concerns raised during the meeting. On April 18, 2023 Planning Committee was presented with a report outlining how the public comments had been addressed and a recommendation that the Application be referred to a May 15, 2023 public hearing; Council subsequently granted second and third reading to the zoning amendment bylaw following the Public Hearing.

Prior to Council's adoption of the zoning amendment bylaw, the Applicant must register a Housing Agreement in addition to a Housing Covenant.

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

*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):

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

### Analysis

The subject development proposes the construction of 321 market residential units and 35 affordable Low-End Market Rental (LEMR) housing units. The LEMR units are clustered within the podium of the development (i.e. in Levels 3 to 6) and are generally dispersed around the perimeter of the building. The applicant has entered into a preliminary Memorandum of

Understanding with Az-zahraa Housing Society, an experienced non-profit housing operator, to manage the development’s affordable housing units.

The proposed affordable housing units meet the requirements of the City’s Affordable Housing Strategy. The habitable area of the 35 affordable housing units proposed represent approximately 10 per cent of the development’s total residential floor area. There will be 22 family-friendly units. Approximately 90 per cent of the affordable housing units are proposed to be built with Basic Universal Housing (BUH) features as set out in the City’s Zoning Bylaw.

A Housing Agreement will be used to secure maximum permitted rents and household income thresholds, the latter of which will be used to identify eligible tenants. A Housing Covenant will be used to secure the minimum unit sizes associated with each LEMR unit, the location of LEMR units within each building, and the allocation of parking spaces for the LEMR units. Table 1 below summarizes components of the LEMR units that will be secured, in perpetuity, through the registration of the Housing Agreement and Housing Covenant.

Overall, the amount, size and mix of LEMR units uphold the objectives of the Affordable Housing Strategy and applicable policies of the City’s Official Community Plan.

Table 1: Summary of LEMR Unit Composition and Rent Limitations

| Unit Type    | Affordable Housing Strategy Requirements (1) |                  |                       | Project Targets (2) |
|--------------|--|------------------|-----------------------|---------------------|
|              | Min. Unit Area                               | Max. Rent Charge | Max. Household Income | Unit Mix            |
| Studio       | 37 m <sup>2</sup> (400 ft <sup>2</sup> )     | \$811            | \$34,650 or less      | 9% (3 units)        |
| 1-bedroom    | 50 m <sup>2</sup> (535 ft <sup>2</sup> )     | \$975            | \$38,250 or less      | 29% (10 units)      |
| 2-bedroom    | 69 m <sup>2</sup> (741 ft <sup>2</sup> )     | \$1,218          | \$46,800 or less      | 31% (11 units)      |
| 3-bedroom    | 91 m <sup>2</sup> (980 ft <sup>2</sup> )     | \$1,480          | \$58,050 or less      | 31% (11 units)      |
| <b>Total</b> | <b>N/A</b>                                   | <b>N/A</b>       | <b>N/A</b>            | <b>35 units</b>     |

(1) May be adjusted periodically as provided for under adopted City policy.

(2) Unit mix in the above table may be adjusted through the Development Permit Process provided that the total area comprises at least 10 per cent of the subject development’s total residential building area.

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from age-based occupancy restrictions, limits on access to indoor and outdoor amenity spaces, and the imposition of additional fees including parking fees, strata fees, amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration process used to ensure compliance with the terms and conditions of the document. Should the owner choose to sell the LEMR units, the Agreement requires that all of the affordable housing units be maintained under single ownership (within one air space parcel, one strata lot or by way of a legal agreement to the satisfaction of the Director of Development).

The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

**Financial Impact**

None

**Conclusion**

A Housing Agreement is required as a means of securing 35 affordable housing units at 6851 and 6871 Elmbridge Way. Council's adoption of the Housing Agreement Bylaw No. 10545 will ensure the LEMR units are maintained, in perpetuity, in accordance with the objectives of the City of Richmond's Affordable Housing Strategy.

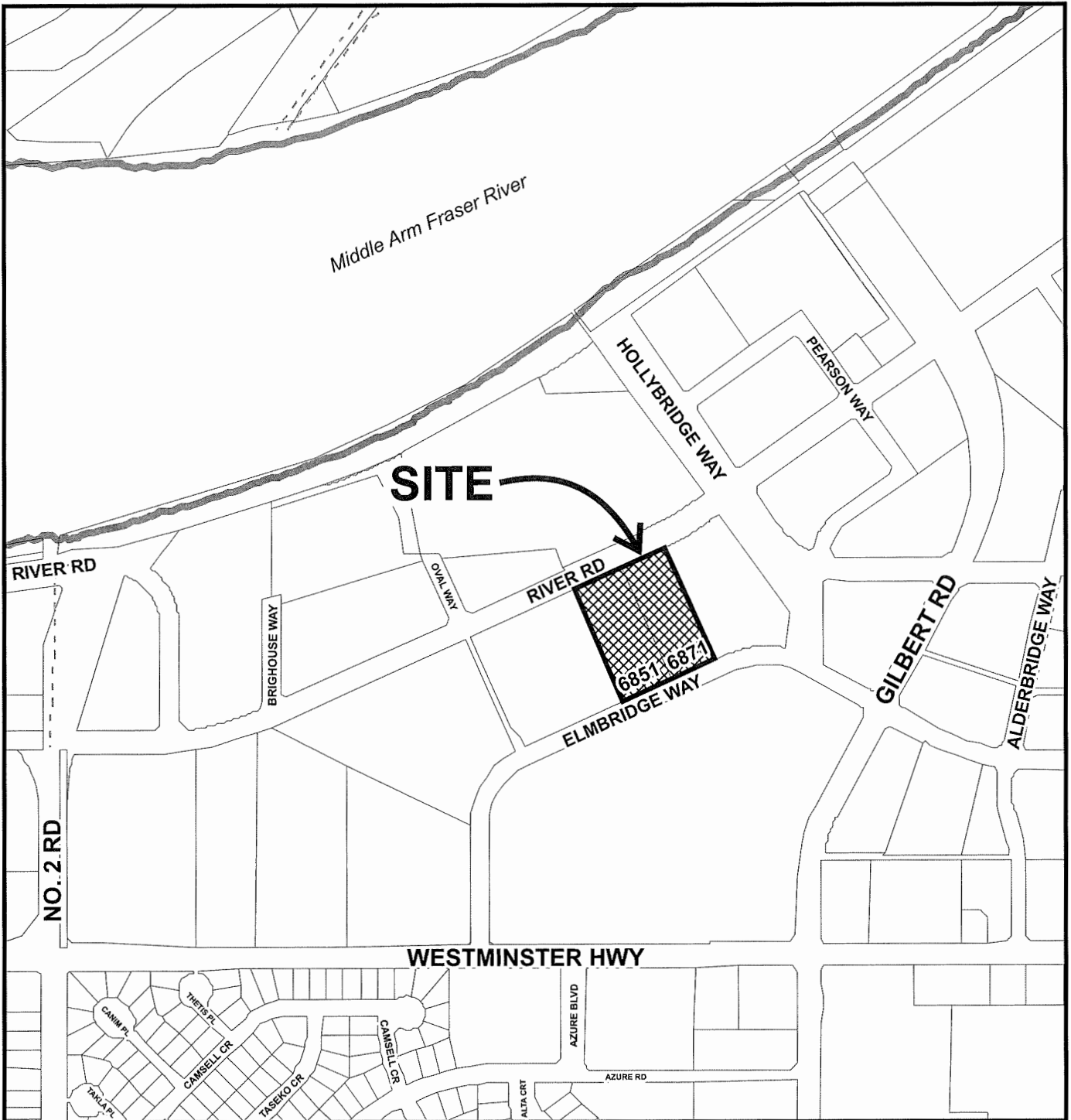
A handwritten signature in blue ink that reads "Greg Newman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Greg Newman  
Manager, Affordable Housing  
(604-204-8618)

Att. 1: Map of 6851 and 6871 Elmbridge Way



# City of Richmond



6851 and 6871 Elmbridge Way

Original Date: 02/21/24

Revision Date:

Note: Dimensions are in METRES



**Housing Agreement (6851 and 6871 Elmbridge Way) Bylaw No. 10545**

The Council of the City of Richmond enacts as follows:

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

P.I.D. 003-527-964

LOT 126 SECTION 6 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 65093

P.I.D. 003-527-948

LOT 125 SECTION 6 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 65093

- 2. This Bylaw is cited as "**Housing Agreement (6851 and 6871 Elmbridge Way) Bylaw No. 10545**".

FIRST READING

\_\_\_\_\_

SECOND READING

\_\_\_\_\_

THIRD READING

\_\_\_\_\_

ADOPTED

\_\_\_\_\_

|   |
|---|
| CITY OF RICHMOND                                      |
| APPROVED for content by originating <i>elm</i>        |
| APPROVED for legality by Solicitor <i>[Signature]</i> |

\_\_\_\_\_  
MAYOR

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

Bylaw 10545

Schedule A

To **Housing Agreement (6851 and 6871 Elmbridge Way) Bylaw No. 10545**  
HOUSING AGREEMENT BETWEEN  
LANDA OVAL DEVELOPMENT LTD. AND CITY OF RICHMOND



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

**THIS AGREEMENT** is dated for reference 8<sup>th</sup> day of March, 2024

BETWEEN:

**LANDA OVAL HOLDINGS LTD. (Inc. No. BC1228542)**, a company duly incorporated under the laws of the Province of British Columbia and having an address at Suite 1550 - 200 Burrard Street, Vancouver, BC V6C 3L6

(the “**Owner**”)

AND:

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

(the “**City**”)

**WHEREAS:**

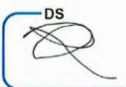
- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in section 1.1;
- B. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation,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

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

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

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

- (a) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) “**Affordable Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit,



Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;

- (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, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) “**Building Permit**” means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) “**CCAP**” means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (g) “**City**” means the City of Richmond;
- (h) “**City Solicitor**” means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) “**Common Amenities**” means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including any Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, and related access routes;
- (j) “**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;
- (k) “**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;
- (l) “**Development**” means the mixed use residential and commercial development to be constructed on the Lands;
- (m) “**Development Permit**” means the development permit authorizing the development on the Lands, or any portion(s) thereof, and includes Development Permit Application number DP 21-945917;

- (n) **“Director of Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Planning and Development Division of the City and his or her designate;
- (o) **“Director of Development”** means the individual appointed to be the Director of Development of the Planning and Development Division of the City and his or her designate;
- (p) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (q) **“Eligible Tenant”** means a Family having a cumulative annual income of:
  - (i) in respect to a studio unit, \$34,650.00 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
  - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, then 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;

- (r) **“Family”** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption
- (s) **“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;
- (t) **“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;

- (u) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (v) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (w) “**Lands**” means, collectively, the lands and premises legally described as:

PID: 003-527-948, Lot 125 Section 6 Block 4 North Range 6 West New Westminster District Plan 65093; and

PID: 003-527-964, Lot 126 Section 6 Block 4 North Range 6 West New Westminster District Plan 65093,

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

- (x) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (y) “**LTO**” means the New Westminster Land Title Office or its successor;
- (z) “**OCP**” means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time;
- (aa) “**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;
- (bb) “**Permitted Rent**” means no greater than:
  - (i) \$811.00 (exclusive of GST) a month for a studio unit;
  - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

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

there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, then 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;

- (cc) “**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;
- (dd) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ee) “**Residential Tenancy Regulation**” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ff) “**Senior**” means the age of an individual defined by Council of the City as a senior for the purposes of all City programs, at the time of this Agreement being defined at 55 years of age and older;
- (gg) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (hh) “**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*;
- (ii) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (jj) “**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 an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will:

- (a) take no steps to compel the issuance of the Development Permit, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
  - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units; and
  - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
  
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until:
  - (i) the Director of Community Social Development and Director of Development have, in their sole discretion, approved the detailed design of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features;
  - (ii) the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features; and
  - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Building's design architect confirming that the Building design satisfies the requirements of this Agreement;
  
- (c) not occupy, nor permit any person to occupy any portion of any Building unless and 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;
  - (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 indoor or outdoor amenities; and
  - (iv) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Building's design architect confirming that the Affordable Housing Units have been built in accordance with the Agreement.

**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 one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one building;
  - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.3; and
  - (c) the Lands will not be Subdivided such that one or more 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 any operator or manager engaged by the Landlord and the disclosure by the Landlord and any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies, and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Housing Unit:

    - (i) a statement of the total, gross annual income once per calendar year from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
    - (ii) number of occupants of the Affordable Housing Unit;
    - (iii) number of occupants of the Affordable Housing Unit 18 years of age and under;and



- (iv) number of occupants of the Affordable Housing Unit who are Seniors;
  - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers any Affordable Housing Units, then the Owner will notify the City Solicitor and the Director of Community Social Development, of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.6 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 charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in subsection 1.1(q) 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; 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 subsection 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(q) 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 subsection 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (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.

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

- 3.8 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.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection 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 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 subsection 3.6(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, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation 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; or
  - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

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

#### **ARTICLE 7 MISCELLANEOUS**

##### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

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

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

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

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

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

## 7.2 No Compensation

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

## 7.3 Modification

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

## 7.4 Management

- (a) The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply

with all laws, including health and safety standards applicable to the Lands, at no cost or charge to the Tenant.

- (b) The Owner further covenants and agrees that it will vote:
- (i) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation; and
  - (ii) as the owner of the air space parcel or remainder parcel containing the Affordable Housing Units at any applicable meetings of the owners of the other subdivided parcels of the Lands,

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

- (c) 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's refusal to issue a Development Permit, Building Permit, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

## 7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City 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; 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 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**

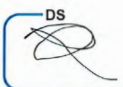
This Agreement does not:

- (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

Copies to: City Solicitor and the Director of 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, then such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**



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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

*[remainder of page intentionally blank]*

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

**LANDA OVAL HOLDINGS LTD. (INC. NO. BC1228542)**  
by its authorized signatory:

DocuSigned by:  
  
Per: \_\_\_\_\_  
AB694C2B40DB448  
Name: Scott Wang

**CITY OF RICHMOND**  
by its authorized signatories:

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

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

|  |
|--|
| CITY OF RICHMOND                                   |
| APPROVED<br>for content by<br>originating<br>dept. |
| Legal Advice                                       |
| DATE OF COUNCIL<br>APPROVAL<br>(if applicable)     |

**SCHEDULE A to Housing Agreement**

**STATUTORY DECLARATION  
(Affordable Housing Units)**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 (Signature of Declarant)

Name:

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

Appendix A to Statutory Declaration

| Building Name:                 |                    | Building Address:                       |                         | Property Manager Name:   |  | Property Manager Phone Number:   |                          |   |   |  |                 |              |                       |              |                    |                   |
|--------------------------------|--------------------|---|-------------------------|--|--|--|--------------------------|---|---|--|-----------------|--------------|-----------------------|--------------|--------------------|-------------------|
| Property Management Company:   |                    | Property Manager Email:                 |                         | Income and Rent  |  | Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.) |                          |   |   |  |                 |              |                       |              |                    |                   |
| Unit and Household Information |                    | Income and Rent                         |                         | Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.) |  | Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.) |                          |   |   |  |                 |              |                       |              |                    |                   |
| Row #                          | Unit #             | Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed) | Number of Occupants (#) | Related to Owner (Yes/No) (Provide one response per occupant)  | Total Number of Occupants 18 years and Under (#) | Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)                                    | Starting Year of Tenancy | Before-tax Total Income(s) (if Occupant is 18 years & Over) (Provide one response per occupant) | Income Verification Received (Yes/No) (Provide one response per occupant) | Before-tax Total Income of All Occupants 18 years & Over | Rent (\$/Month) | Parking Fees | Move-in/Move-out Fees | Storage Fees | Amenity Usage Fees | Other Tenant Fees |
| 0                              | EXAMPLE ONLY - 101 | 3 BR                                    | 4                       | No<br>No<br>No<br>No   | 1  | 1  | 2022                     | \$31,049<br>\$22,764<br>\$7,825   | Yes<br>Yes<br>Yes   | 561,638  | \$1,611.19      | \$ -         | \$ -                  | \$ -         | \$ -               | \$ -              |
| 1                              |                    |   |                         |  |  |  |                          |   |   |  |                 |              |                       |              |                    |                   |
| 2                              |                    |   |                         |  |  |  |                          |   |   |  |                 |              |                       |              |                    |                   |
| 5                              |                    |   |                         |  |  |  |                          |   |   |  |                 |              |                       |              |                    |                   |

Continue rows as needed.





**To:** Planning Committee **Date:** March 8, 2024  
**From:** Kim Somerville **File:** 08-4057-05/2024-Vol 01  
 Director, Community Social Development  
**Re:** Low-End Market Rental (LEMR) Program and LEMR Unit Management

**Staff Recommendations**

1. That staff be authorized to engage in discussions with BC Housing to determine if and how BC Housing could be secured to manage and operate existing and future LEMR units and to report back to Council following such discussions, as outlined in the report titled “Low-End Market Rental (LEMR) Program and LEMR Unit Management”, dated March 8, 2024, from the Director, Community Social Development; and
2. That should discussions with BC Housing not envision the organization as the sole manager and operator of existing and future LEMR units, that staff be authorized to explore alternative opportunities to retain an independent organization to manage the LEMR program, and to report back to Council following this exploration.

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

Att. 3

| REPORT CONCURRENCE  |  |   |
|---|--|---|
| <b>ROUTED TO:</b><br>Development Applications<br>Real Estate Services<br>Law<br>Policy Planning | <b>CONCURRENCE</b><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> | <b>CONCURRENCE OF GENERAL MANAGER</b><br> |
| <b>SENIOR STAFF REPORT REVIEW</b>   | <b>INITIALS:</b><br>   | <b>APPROVED BY CAO</b><br>                |

## Staff Report

### Origin

This report responds to the following two staff referrals, the first of which was passed at the Council meeting on July 10, 2023, and the second of which was passed at the Council meeting on December 11, 2023:

- (1) That staff explore options for management of all Low End Market Rental (LEMR) units, past, present and future, and report back with possibilities and recommendations.*
- (2) That the Richmond Poverty Reduction Coalition presentation be referred to staff to further analyse and report back on the LEMR housing program.*

This report is intended to address the Council referrals and respond to the issues raised by the Coalition.

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 Council's Strategic Plan 2022–2026 Focus Area #4 Responsible Financial Management and Governance:

*Responsible financial management and efficient use of public resources to meet the needs of the community.*

*4.2 Seek improvements and efficiencies in all aspects of City business.*

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

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

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

This report also supports Strategy Direction 1 of the City of Richmond's Affordable Housing Strategy (2017–2027):

*Use Regulatory Tools to Encourage a Diverse Mix of Housing Types and Tenures*

This report demonstrates the City's ongoing commitment to supplying housing options for low-to moderate-income households through the Low-End Market Rental (LEMR) program.

## **Analysis**

Housing affordability continues to be a critical challenge for many households in Richmond. The issue affects all segments of the population and in order to address housing need, considerable efforts must be taken by all levels of government. Over the past two decades, the City of Richmond has been a leader in increasing the supply of housing options across the housing continuum that would not otherwise be realized in the private market.

While senior levels of government are primarily responsible for increasing the supply of affordable housing, the City has been directly involved in building capacity within local shelters, establishing temporary supportive housing, and developing affordable rental housing for some of the community's most vulnerable residents. These efforts have been complemented by a policy framework that incentivises the private market construction of low-end market rental (LEMR) housing as well as market rental housing. While proven to increase the supply of affordable housing in Richmond, the LEMR program is only one component of the housing solution.

The Summary of Affordable Housing Units (2006–2023) (Attachment 1) lists the number of affordable rental and market rental housing units that have been built in Richmond since 2006, units that have been conditionally approved, and those that are currently tied to projects under review. The City's commitment to delivering a variety of housing options continues to help address the diverse housing needs of those in the community.

### Richmond Poverty Reduction Coalition

The Richmond Poverty Reduction Coalition (Coalition) has continued to advocate for an increased supply of non-market rental housing. Correspondence received from the Coalition, coinciding with the above-noted referrals, is included in Attachment 2. Through delegations to Council, the Coalition has sought:

- Greater effort by the City to secure federal, provincial and other sources of funding to develop non-market housing and shelters using City-owned land;
- A reduction in the number of Richmond residents on the BC Housing waitlist by up to 50 per cent within five years (2027);
- Improved clarity regarding how the LEMR program works;
- Greater oversight and accountability for the management of LEMR units to ensure those with the greatest need are being served by the LEMR program;
- The involvement of non-profit housing operators as opposed to for-profit property managers secured as the authority to oversee the occupancy of LEMR units;
- Annual reporting which identifies the number of LEMR units, rents and income limits; and
- The development of a LEMR Housing Registry and waitlist for LEMR units.



### Securing Funding for Affordable Housing Development

The City continuously seeks funding from senior levels of government to build and maintain supportive housing in addition to other types of non-market housing. Since the early 2000s, the City has been successful in securing funding that has been used to respond to local housing need.

In 2009, the City partnered with BC Housing and a non-profit consortium (Turning Point Recovery Society, SUCCESS, Coast Mental Health, Pathways Clubhouse and Tikva Housing Society) to support the construction of “Storeys,” 129 units of affordable housing on City-owned land. In 2012, the City collaborated with the Richmond Kiwanis Senior Citizens Housing Society and BC Housing to build 296 units of affordable rental housing geared to seniors. More recently, the City has worked with BC Housing and Pathways Clubhouse Society to develop an 80-unit affordable housing project on City-owned land.

In 2023, the City was successful in securing over \$9 million in funding through the Canada Mortgage and Housing Corporation’s (CMHC) Rapid Housing Initiative (RHI). This funding is being complemented with capital and operating funding from BC Housing. The project will introduce 25 units of affordable housing, to be operated by Turning Point Housing Society, on City-owned land.

Additional affordable projects for which the City has partnered with BC Housing include two temporary projects on City-owned land, Alderbridge Supportive Housing (40 units) and Aster Place Supportive Housing (40 units). Currently, the City is in the planning stages with BC Housing to build a permanent supportive housing project on City-owned land. The project will provide an opportunity for those residing in Alderbridge and Aster Place to move into a more permanent home. In addition, the City is actively planning for a comprehensive development of approximately 200 affordable rental housing units on City-owned land. These projects demonstrate the City’s partnerships with senior levels of government that are helping to bring non-market housing to Richmond.

Further to these projects, earlier in 2024, the City was successful in securing nearly \$36 million from CMHC to implement a number of initiatives to help streamline the development application review process, thereby lessening the time and costs associated within bringing affordable rental and market rental housing to the market. Further, the funding will support the implementation of programs that will incent the construction of non-market housing. It is anticipated that, coupled with the ongoing success of the LEMR Program, the aforementioned efforts by the City will have a tangible impact on reducing the number of households on BC Housing’s waitlist for subsidized housing.

### Richmond’s Low-End Market Rental (LEMR) Program

Since Council’s approval of the first Affordable Housing Strategy in 2007, over 530 LEMR units have been built and an additional 840 LEMR units have been secured but are not yet constructed. The LEMR program utilizes a conditional zoning approach through which developers receive a density bonus in exchange for built LEMR units. The City’s LEMR program sets maximum monthly rents and income thresholds intended to serve low- to moderate-income households. For reference, low-income households are those with a gross household income of between \$39,500 and \$63,200 and moderate-income households are those with a gross income of between \$63,200 and \$94,800. Housing agreements are used to secure the maximum rents and income thresholds

established within the LEMR program. As outlined in this report, the City's current LEMR program provides a depth of housing affordability that is greater than that being achieved by other local governments in the Lower Mainland.

#### Past and Present LEMR Program Framework

As Council is aware, the LEMR program has two income and rent packages. The majority of LEMR units built prior to 2017 were secured with income thresholds and maximum rents set using BC Housing's Household Income Limits (HILs). HILs are based on figures established by CMHC and are intended to reflect the minimum income required to afford appropriate accommodation in the private market. The City's housing agreements that use HILs set maximum rents at 30 per cent of the HIL, divided by 12 (months); housing affordability is considered housing for which shelter costs do not exceed 30 per cent of gross household income.

Securing LEMR units using HILs was intended to address the housing needs of low- and moderate-income households. However, the HILs that are applicable to the City of Richmond are those encompassing the Vancouver planning area and, if used to set maximum rents, result in rent rates that are unaffordable to Richmond's low-income households. In 2017, through the creation of the current Affordable Housing Strategy (2017–2027) and as a result of a viability assessment done at the time, Council adjusted the LEMR program to ensure rents remained within reach of low-income households, which resulted in a second income and rent package. To this end, income thresholds were set at 10 per cent below HILs and maximum rents were set at 10 per cent below CMHC's average market rents, the latter being specific to the City of Richmond. These LEMR income thresholds and maximum rents, which remain current today, are outlined in the City's LEMR Bulletin (Attachment 3).

The Coalition has raised concerns about the management of LEMR units, reporting circumstances in which a property manager has set income thresholds and maximum rents in excess of those outlined in the LEMR Bulletin. The Statutory Declaration process, conducted every two years to ensure income thresholds and maximum rents are compliant with the terms of the housing agreements, has proven successful. However, the discrepancies raised by the Coalition may, be attributable to situations where the rates are based on HILs and not the rates set out in the bulletin. For example, in 2018, the HILs-based income thresholds for a two-bedroom unit would have been \$58,000 while the current LEMR program rate is \$46,800. Similarly, in 2018 the maximum rent for a two-bedroom unit, secured based on HILs, would have been \$1,450 and under the current LEMR program the maximum rent would be \$1,218. This example demonstrates the benefit in using the current LEMR program framework to set maximum rents at levels that are more affordable to low-income households.

#### Annual Review of LEMR Units, Rents and Income Limits

The City's Affordable Housing Strategy provides for a bi-annual review of the LEMR program, including a review of income thresholds and maximum rents. This review provides the City with an opportunity to evaluate the LEMR program in addition to other matters such as the suitability of minimum unit sizes and contribution requirements. The following sections offer a review of current income thresholds and maximum rents considering trends in the housing market and the practices of other municipalities in the Lower Mainland.

### Setting Income Thresholds

Housing agreements that incorporate income thresholds and maximum rents per the 2017 LEMR program include terms that allow for adjustment to these limits based on a measure of inflation, being the percentage increase in the Consumer Price Index (CPI). Table 1 below compares the current LEMR income thresholds against BC Housing's HILs. As shown in the table, adjusted LEMR income thresholds fall between 30 and 50 per cent below 2023 HILs, providing a deeper level of affordability for vulnerable households.

Table 1: Comparison of Current LEMR Income Thresholds and BC Housing's HILs

| Size of Household | LEMUR Income Threshold (2023) <sup>1</sup> | Household Income Limit (HILs) (2023) | Difference (value) | Difference (per cent) |
|-------------------|--|--------------------------------------|--------------------|-----------------------|
| Studio            | \$39,151                                   | \$58,000                             | \$18,849           | 48%                   |
| 1 Bedroom         | \$43,219                                   | \$58,000                             | \$14,781           | 34%                   |
| 2 Bedroom         | \$52,879                                   | \$72,000                             | \$19,121           | 36%                   |
| 3 Bedroom         | \$65,591                                   | \$86,000                             | \$20,409           | 31%                   |

<sup>1</sup> LEMUR Income Thresholds (set in 2017) have been adjusted by CPI beginning in 2019.

### Setting Maximum Rents

Over the past two decades, there has been a notable increase in average market rents throughout the Lower Mainland. Since the LEMR program was last updated in 2017, average market rents have increased by over 60 per cent. Table 2 highlights the difference between current LEMR maximum rents, adjusted for inflation, and 2023 CMHC average market rents. As illustrated in the table, LEMR rents are between 40 and 65 per cent lower than 2023 CMHC market averages.

Table 2: Current LEMR Maximum Rent Rates and CMHC Market Average Rents

| Size of Household | LEMUR Maximum Rent Rates (2023) <sup>1</sup> | CMHC Average Market Rent (2023) | Difference (value) | Difference (per cent) |
|-------------------|--|---------------------------------|--------------------|-----------------------|
| Studio            | \$916  | \$1,501                         | \$585              | 64%                   |
| 1 Bedroom         | \$1,102                                      | \$1,714                         | \$612              | 56%                   |
| 2 Bedroom         | \$1,376                                      | \$2,028                         | \$652              | 47%                   |
| 3 Bedroom         | \$1,672                                      | \$2,348                         | \$676              | 40%                   |

<sup>1</sup> LEMUR Maximum Rent Rates (set in 2017) have been adjusted by CPI beginning in 2019.

Staff have undertaken a cursory review of rental rates used in securing affordable housing in other parts of the Lower Mainland. It is noted that the City of Port Moody and the City of Burnaby identify affordable housing with rent rates set 20 per cent below CMHC's median rent. The City of New Westminster sets affordable rents at 10 per cent below CMHC median market rents and the City of North Vancouver sets maximum rents at 10 per cent below CMHC market averages.

Table 3 compares the City of Richmond's adjusted 2023 LEMR rent rates against CMHC's 2023 market averages for Richmond, and presents potential alternative rents at 10, 20 and 30 per cent below the averages. The table highlights the difference in current LEMR maximum rents and rents set at 10, 20 and 30 per cent below market averages.

Table 3: LEMR Maximum Rents compared with Reduced CMHC Market Rents

| Size of Household | LEMUR Max. Rents (2023) <sup>1</sup> | 2023 CMHC Market Avg. | Reduced Market Average |           |           |
|-------------------|--------------------------------------|-----------------------|------------------------|-----------|-----------|
|                   |                                      |                       | 10% below              | 20% below | 30% below |
| Studio            | \$916                                | \$1,501               | \$1,351                | \$1,201   | \$1,051   |
| 1 Bedroom         | \$1,102                              | \$1,714               | \$1,543                | \$1,371   | \$1,200   |
| 2 Bedroom         | \$1,376                              | \$2,028               | \$1,825                | \$1,622   | \$1,420   |
| 3 Bedroom         | \$1,672                              | \$2,348               | \$2,113                | \$1,878   | \$1,644   |

<sup>1</sup> LEMR Maximum Rent Rates (set in 2017) have been adjusted by CPI beginning in 2019.

Current LEMR income thresholds and maximum rents were set in 2017. In 2019, when rates were scheduled for review, the pandemic arose and due to the unique period, it was determined to postpone the review to lessen the potential negative impact on vulnerable households in the community. With a gradual return to pre-pandemic conditions, staff will undertake a review of current LEMR income thresholds and maximum rents and report back to Council later in 2024.

City Oversight of the LEMR Program

The management of LEMR units is largely structured around the terms and conditions of the housing agreement used to secure the units. The City of Richmond is a third party to the LEMR unit owner-tenant relationship and does not own or manage these units directly. The City verifies compliance with the terms of a housing agreement by conducting a statutory declaration process once every two years. In addition to carrying out this process, staff conduct ongoing monitoring of the LEMR program by liaising with LEMR property managers throughout the year.

In 2021, a statutory declaration process was carried out for all 383 LEMR units that were constructed at that time. The process identified that 93 per cent of units complied with household income thresholds as set out in applicable housing agreements. Areas of non-compliance were largely attributable to the receipt of financial supports provided to low-income households during the pandemic. The City’s Real Estate Department will be conducting a statutory declaration process in 2024 and will report out on the results later in the year.

The Involvement of Non-Profit Housing Operators in LEMR Unit Management

The Affordable Housing Strategy (2017–2027) recognizes the value in securing non-profit housing operators to manage LEMR units. Non-profit organizations are often established with a broader mandate to serve vulnerable segments of the population and may also be able to offer wraparound services to those in need. As noted by the Coalition, the majority of built LEMR units are not associated with a non-profit organization; this is accurate in that currently, nearly 75 per cent of built LEMR units are not managed by a non-profit. However, since 2017 the City has been successful in securing the involvement of a non-profit housing operator in over 60 per cent of all built LEMR units. Further, over the past two years non-profit housing operators have been secured to manage nearly 80 per cent of all LEMR units.

Through the review of development applications, staff regularly advocate for the involvement of a non-profit housing operator, particularly in cases where LEMR units are to be clustered in a

building or buildings. Where a non-profit operator is required, staff work with the developer to identify and secure the operator drawing from a working list of local non-profits. Further, staff commonly meet with non-profit operators and other LEMR unit managers to discuss the terms and conditions of housing agreements, the framework and requirements of the statutory declaration process, and the City's overall expectations as they relate to delivering housing for low- to moderate-income households.

#### Affordable Housing Guide

City staff maintain an Affordable Housing Guide (Guide), which is published on the City's website. The Guide lists local affordable housing developments, provides property manager contact information, and identifies specific eligible tenant groups where applicable (i.e. seniors, families and single occupant households). Staff regularly refer those seeking affordable housing to the Guide.

The Guide recognizes affordable housing projects under the headings "Non-Market Housing," "Housing Co-operatives," and "Low-End Market Rental (LEMR) Units." Projects under the latter heading include all LEMR units without any distinction between those tied to a HILs-based housing agreement (i.e. supporting the majority of LEMR units secured prior to 2017) and those structured per the current LEMR program framework (i.e. supporting units secured following LEMR program changes in 2017). In response to the concerns raised by the Coalition, being that some property managers are using higher income thresholds and charging higher rents than those established in the LEMR program, staff will update the Guide to reflect the income and rent structure for each of the listed projects. In addition, staff will provide information about the how the two income and rent packages (i.e. HILs versus current LEMR) differ from one another.

#### Opportunities for Management of LEMR Units

Through the two referrals, Council has directed staff to explore options for the management of LEMR units, past, present and future. Reviewing the structure of the program and making adjustments where justified will allow the City to ensure the program continues to serve the needs of low- and moderate-income households. The following four options propose alternative approaches to managing affordable housing in the region:

1. Maintaining the Status Quo: the ongoing private ownership and management of LEMR units subject to a statutory declaration process carried out by the City every two years;
2. The retention of a third party to manage, on behalf of the City, all existing and future LEMR units and in doing so administer the LEMR program. The management of any existing LEMR unit would be limited by the owner's voluntary participation in the option;
3. The negotiation of an operating agreement with BC Housing to manage all future LEMR units and potentially manage existing LEMR units by way of voluntary participation (RECOMMENDED); and
4. The allocation of new staffing resources to manage all existing and future LEMR units and administer the LEMR program. The management of any existing LEMR unit would be limited by the owner's voluntary participation in the option.

*Option 1: Status Quo*

The status quo scenario would maintain the current approach to securing and managing, at arms length, LEMR units. The City would continue to undertake the statutory declaration process as a means of confirming compliance with the terms and conditions of a housing agreement. Through the ongoing review of the LEMR program, and as a complement to the current management of the LEMR program, the City would evaluate:

- The suitability of existing income thresholds and maximum rent rates considering the increased costs associated with LEMR unit management;
- The suitability of minimum size requirements, by unit type (see Attachment 3);
- Approaches to securing non-market housing in other jurisdictions;
- The opportunity to amend the LEMR program to place greater emphasis on, or simply require, the involvement of a non-profit housing operator in all LEMR projects; and
- The density bonusing framework used to secure LEMR units and the potential need for adjustments in order to overcome financial impediments to building LEMR housing.

If Council endorses the status quo option, staff will undertake the items outlined above and report back to Council on the findings of this work. There would be no additional resource needs to support this Option.

*Option 2: Securing an Independent LEMR Program Manager*

The City is a third party to the management of LEMR units as property owners and housing unit managers/operators engage directly with the tenants. The Coalition has voiced concerns over the management of the LEMR program, citing the need for greater oversight and accountability in tenant selection to ensure those with the greatest need are being provided access to LEMR housing. The Coalition has also sought the establishment of a centralised registry and waitlist for access to LEMR units. The City does not have the staffing complement to directly manage LEMR units or, in doing so, maintain a registry and waitlist. Taking this into account, the City could look to retain an independent LEMR program manager to manage existing and future LEMR units (i.e. a non-profit operator, an affordable housing stakeholder or an advocacy group).

Having a single entity directly manage LEMR units would allow for the creation of a centralized registry and waitlist as sought by the Coalition. However, retaining a LEMR program manager may be problematic where unit owners have entered into agreements with another property manager or non-profit operator. In such cases, the LEMR unit owner could be provided the opportunity to voluntarily retain the City-appointed program manager. If this opportunity were not pursued, the City could also invite LEMR unit owners to voluntarily participate in the use of a central registry and shared waitlist. If directed to pursue this option, staff will engage candidate housing unit managers and present Council with a framework and costs to further consider this opportunity.

*Option 3: Securing BC Housing to Manage LEMR Housing (Recommended)*

As part of the ongoing review of the LEMR program, City staff have reached out to BC Housing and will engage in discussions to determine whether or not the organization could be involved in managing LEMR units. As an example, the City of Coquitlam has entered into a formal arrangement with BC Housing to manage Coquitlam's below-market rental units. The arrangement provides that:

- The private developer will own the below-market units which will be leased to BC Housing for 60 years;
- BC Housing will take on the administrative responsibilities for the below-market units including tenant selection and income testing to ensure the below-market housing meets the requirements of Coquitlam's Housing Agreement; and
- The below-market units managed by BC Housing will rent for at least 20 per cent below market for 60 years and will be available to moderate-income households.

Securing BC Housing as the sole operator of future LEMR and other non-market housing units may lessen the reported constraints developers face when seeking out a non-profit housing operator. Further, securing BC Housing would allow the City to leverage the organization's expertise in delivering non-market housing while supporting operational economies of scale. It is noted that BC Housing is charging the City of Coquitlam a nominal fee to provide management services to the municipality. Having a sole operator manage future LEMR units would also enable the creation of a housing registry, similar to the subsidized housing registry currently managed by BC Housing, and to maintain a waitlist for eligible tenants.

Staff seeks approval from Council to engage BC Housing in discussions about the potential for the organization to manage existing and future LEMR units as well as any other non-market rental units secured by way of a housing agreement. Should Council direct staff to engage in such discussions, a future report will identify options that may be available to pursue a partnership with BC Housing.

*Option 4: City of Richmond Staff Management of LEMR Program*

As noted, the City does not currently have the staffing capacity to carry out the responsibility of directly managing existing and future LEMR units. Should City operating funding be made available for additional staffing, this option may be viable. Similar to the constraints outlined in Options 2 and 3, the City's management of LEMR units would require voluntary participation amongst the owners of existing LEMR units, particularly where an owner has entered into an agreement with a housing operator. As in Options 2 and 3, the City's management of LEMR units would allow for the creation of a centralized registry and housing waitlist.

At present, the City is a third party to the owner-tenant relationship in the management of LEMR units. Being at arm's length allows the City to retain autonomy when negotiating the supply of LEMR units. Furthermore, the City regularly advocates for the involvement of non-profit housing operator to manage LEMR units. Such operators are recognized for their expertise in managing housing for low-income households while, in some cases, being able to provide wraparound services to tenants. Taking on the responsibility of managing LEMR units may detract from the benefits realized in leveraging the expertise of non-profit organizations and their mandate to serve vulnerable members of the community.

Should Council direct staff to pursue this option, a report outlining the management framework, resource needs, and related matters would be provided at a later date.

### **Next Steps**

This report presents potential options to explore for the management of all LEMR units past, present and future, as well as to undertake further analysis and report back to Council on the LEMR program. In summary, the following actions are proposed:

- Engage in discussions with BC Housing to determine if and how the organization could be secured to manage and operate the City's LEMR program and report back to Council on the results of these discussions by the beginning of the fourth quarter 2024;
- Alternative to securing BC Housing as the sole manager and operator of LEMR units, explore opportunities to retain an independent agency to manage the LEMR program and report back to Council on the progress of this exploration by the beginning of the fourth quarter 2024;
- Carry out an analysis of the income thresholds and maximum rental rates supporting the current LEMR program and report back to Council on the findings of this analysis, including potential recommended changes to the LEMR program, by the end of 2024; and
- Update the Affordable Housing Guide to distinguish between developments that have income thresholds and maximum rents based on BC Housing's HILs, and those based on the rates set within the current LEMR program framework, by the end of the second quarter 2024.

Staff will provide Council with updates on the progress of the above-listed action items. Where required, staff will seek further direction from Council in order to proceed with measures that will further improve the structure of the LEMR program and the corresponding management of LEMR units.

### **Financial Impact**

None.



## Conclusion

Since the adoption of its first Affordable Housing Strategy in 2007, the City of Richmond has achieved considerable success in bringing low-end of market rental (LEMR) housing to the community in addition to non-market housing units with the involvement of senior levels of government. In 2017, as a result of the update to the City's Affordable Housing Strategy and a viability assessment conducted at the time, the City modified the framework of its LEMR program to ensure housing secured through the private market in exchange for additional building density remained within reach of low-income households. Today, the City remains committed to the ongoing review of its LEMR program to ensure vulnerable households in need are provided access to affordable housing.



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

- Att. 1: Summary of Affordable Housing Units (2006–2023)  
2: Richmond Poverty Reduction Coalition Submissions to Council (dated July 11, 2022, July 10, 2023 and December 11, 2023)  
3: Bulletin INFO-51 - Low End Market Rental Program Requirements

## Summary of Affordable Housing Units (2006–2023)

| Housing Type   | # of Units (2006 to 2023) |                                   |                               | Additional Information   |
|--|---------------------------|-----------------------------------|-------------------------------|--|
|  | Built/<br>Occupied        | Approved/<br>Under<br>Development | Under<br>Review<br>(Estimate) |  |
| <b>EMERGENCY SHELTER</b>   |                           |                                   |                               |  |
| <b>Emergency Shelter Beds</b><br>Temporary accommodation and services for residents experiencing homelessness  | 45                        | N/A                               | N/A                           | The Richmond House Emergency Shelter provides temporary accommodation, meals and supports to people experiencing homelessness. The City contributed land for the emergency shelter, developed in partnership with BC Housing and operated by The Salvation Army.                                 |
| <b>AFFORDABLE RENTAL HOUSING</b>   |                           |                                   |                               |  |
| <b>Supportive Housing</b><br>Self-contained units with on-site supports for people who have experienced homelessness   | 118                       | 0                                 | 60                            | Aster Place (40 units), Alderbridge Supportive Housing (40 units) and Storeys (38 units) provide housing for those who are homeless or at risk of becoming homeless. In 2023 the City continued to explore opportunities for a 60 unit permanent supportive housing project on City-owned lands. |
| <b>Non-Market Housing</b><br>Rental units for households with annual incomes less than \$40,000  | 522                       | 105                               | 112                           | In 2022 and 2023, the City supported non-market housing projects including the 80-unit Pathways project, which will offer three-tiers of affordable housing for low to moderate-income households, and the Rapid Housing Initiative (RHI), which will provide 25 units for women and children.   |
| <b>Modest Market Rental</b><br>Below market rental units for households with an income of between \$40,000 and \$60,000  | 0                         | 14                                | 19                            | The West Cambie Area Plan includes policies that support a density bonus for affordable housing.   |
| <b>Low-End Market Rental (LEMR)</b><br>Below market rental units for households with an income of between \$35,000 and \$60,000  | 538                       | 822                               | 613                           | In 2022 and 2023, a number of projects including LEMR units were approved. Two of the larger projects include the Talisman Park development (156 units) and the Azure development (50 units); the Azure project also includes moderate market rental and market rental units.                    |
| <b>Moderate Market Rental Housing</b><br>A rent geared to income based on BC Housing's Household Income Limits (HILs), with an average income range generally between \$58,000 to \$107,500          | 0                         | 176                               | 340                           | In 2023, three moderate market rental projects were approved by Council. These include 66 units at Cook and Citation and 110 units on Azure Road. Note BC Housing sets HILs annually. The range noted comes from the 2023 HIL figures.   |
| <b>SUB-TOTAL</b>   | <b>1,178</b>              | <b>1,117</b>                      | <b>1,144</b>                  |  |
| <b>MARKET RENTAL HOUSING</b>   |                           |                                   |                               |  |
| <b>Secondary Suites &amp; Coach Houses</b><br>Legal self-contained rental units located in a single-detached house or townhome, and separate rental units in the backyard of a single-detached house | 1,665                     | 186                               | 46                            | The City requires all new single family rezonings to have a secondary suite or contribute to the Affordable Housing Reserve. Secondary suites are also encouraged in duplexes and townhouses.  |
| <b>Purpose Built Market Rental</b><br>Units secured in perpetuity as rental units based on market rental rates   | 448                       | 1,135                             | 683                           | Since the adoption of the Market Rental Housing Policy in 2018, there has been a high level of interest in 100% market rental projects.  |
| <b>SUB-TOTAL</b>   | <b>2,113</b>              | <b>1,321</b>                      | <b>729</b>                    |  |
| <b>GRAND TOTAL</b>   | <b>3,291</b>              | <b>2,438</b>                      | <b>1,873</b>                  |  |



## City of Richmond Council Meeting - July 11, 2022

### Richmond Poverty Reduction Coalition Delegation - Non Agenda Item

This submission is presented on behalf of the Richmond Poverty Reduction Coalition (RPRC), a charitable non-profit society comprised of Richmond residents and local service organizations working together to reduce the effects of poverty with research, projects, and public education. In doing so, the RPRC advocates for improvements to public policy and proposes ideas for new policy.

RPRC member organizations include the Richmond Centre for Disability, Richmond Food Bank, Richmond Family Place, Richmond Women's Resource Centre, Family Services of Greater Vancouver-Richmond, Kehila Society of Richmond, Richmond Addiction Services, Gilmore Park United Church, Heart of Richmond AIDS Society, Richmond Presbyterian Church, and Richmond Mental Health Consumer & Friends Society.

Together, our member organizations represent thousands of Richmond residents who receive services and resources from them. Recipients of services include seniors, low-income families and single parent families, people with disabilities, people with health challenges, newcomers, BIPOC and LGBTQ2S people, and other underserved and vulnerable residents.

All our member organizations report that the crucial need for non-market housing overloads their own capacities to respond effectively. Richmond residents on low-incomes are spending their food budgets on rent. As clients they are becoming increasingly distressed and the need for vital services and resources are stretched to the limit.

The RPRC acknowledges that there are limits to what a municipal government can do to improve access to non-market rental housing. However, we do believe each level of government has a duty to maximize electors' abilities to find secure, dignified, and appropriate housing .

After a year of reviewing the City of Richmond's Affordable Housing Strategy, researching best practices, and speaking with city staff and councillors and people with lived experience, the RPRC has identified realistic strategies and actions that are within the City's scope to solve.

Following, is a précis of our findings:

- Over the past thirty years, 94% of Richmond new builds have been condos, townhouses and single family dwellings and only 6% have been purpose-built rentals,<sup>1</sup> and
- The last non-market rental developments were built over five years ago,<sup>2</sup> and

<sup>1</sup> City of Richmond Housing Needs Report November 2021

<sup>2</sup> City of Richmond Affordable Housing Strategy 2017-2027

c/o RFBS #100 – 5800 Cedarbridge Way, Richmond BC V6X 2A7  
[info@richmondprc.org](mailto:info@richmondprc.org) [www.richmondprc.org](http://www.richmondprc.org)

- The City approves an average of 375 ground-oriented housing demolitions per year,<sup>3</sup> and
- The City's 1:1 rental replacement policy<sup>4</sup> does not count ground-oriented housing demolitions as losses in rental housing in the City's figures, and
- The City's rental relocation policy does not have the same tenant protections as other Metro cities<sup>5</sup> and,
- 33.6% of renter households are in 'core' housing need<sup>6</sup>, meaning more than 50% of household income is spent on rent, and
- The rental vacancy rate in Richmond is 1.1%<sup>7</sup> and the City's rental relocation policy has little force or function when there is nothing for low income families and individuals to rent, and
- The demolition of Minoru Gardens will result in the displacement of another 130 low-income rental families,<sup>8</sup> and
- The City has little accountability for the LEMR<sup>9</sup> program, and LEMR suites are not easy for renters to understand and access.

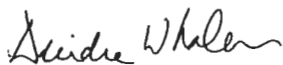
Therefore, considering the foregoing:

The Richmond Poverty Reduction Coalition (RPRC) delegation urges Richmond City Council to undertake the following three initiatives to increase non-market rental supply, and to provide yearly progress reports on each initiative to the public:

1. Actively pursue and secure federal, provincial, and any other accepted sources of funding to develop non-market housing and shelters using City-owned land,
2. Order a full LEMR (Low End Market Rental) Review, and develop a LEMR Housing Registry and wait list for all LEMR units, AND
3. Reduce the number of Richmond residents on the BC Housing wait list by 50% within five years (2027) by using rental tenure zoning and innovative partnerships to build sufficient housing for Richmond residents on the waitlist.

Thank you for your attention to this serious matter. I will take questions, if any.

Deirdre Whalen



President, RPRC

<sup>3</sup> Metro Vancouver Housing Data Book 2019 (375 demolitions are a 5-year average from 2013-2018)

<sup>4</sup> [https://www.richmond.ca/\\_shared/assets/planning0551568.pdf](https://www.richmond.ca/_shared/assets/planning0551568.pdf)

<sup>5</sup> [https://www.richmond.ca/\\_shared/assets/tenreloassist57852.PDF](https://www.richmond.ca/_shared/assets/tenreloassist57852.PDF)

<sup>6</sup> Metro Vancouver Housing Data Book 2019 (33.6% were in core need in 2016)

<sup>7</sup> Metro Vancouver Housing Data Book 2019 (2018 average figure)

<sup>8</sup> <https://www.richmond-news.com/opinion/letters-wrong-time-to-demolish-homes-3125723>

<sup>9</sup> [https://www.richmond.ca/\\_shared/assets/info5159495.pdf](https://www.richmond.ca/_shared/assets/info5159495.pdf)



## City of Richmond Council Meeting - Monday July 10, 2023

### Richmond Poverty Reduction Coalition Delegation - Non-Agenda Item

This submission is presented on behalf of the Richmond Poverty Reduction Coalition (RPRC). We are a *'coalition of Richmond individuals and agencies working together to reduce poverty and the impacts of poverty with research, projects and public education.'* Through our community work, the RPRC advocates for improvements to public policy in Richmond.

Members of the RPRC include local non-profit organizations that collectively represent thousands of low-income Richmond residents such as seniors, people with disabilities, newcomers, families, people with health challenges, BIPOC, LGBTQ2S people, and other vulnerable residents.

They are: Richmond Food Bank Society, Richmond Centre for Disability, Richmond Women's Resource Centre, Family Services of Greater Vancouver-Richmond, Richmond Family Place, Richmond Mental Health Consumers & Friends Society, Richmond Addictions Services Society, Richmond Cares Richmond Gives, Kehila Society of Richmond, Gilmore Park United Church, Richmond Presbyterian Church, and Heart of Richmond AIDS Society.

**We are speaking to you tonight specifically about our research that shows the City's current policy with regards to Low End Market Rentals or LEMR is not meeting the needs of the people it is meant to serve.**

You will recall one year ago, on July 11, 2022, the RPRC made a similar delegation to City Council. You can find our submission on our website at <https://www.richmondprc.org/wordpress/wp-content/uploads/2023/04/RPRC-Delegation-re-non-market-housing-July-11-2022.pdf>

At that point we advised Council that we had studied the City's policies and strategies on affordable housing and urged you to undertake the following three initiatives to increase non-market rental supply, and to provide yearly progress reports on each initiative to the public:

1. Actively pursue and secure federal, provincial, and any other accepted sources of funding to develop non-market housing and shelters using City-owned land,
2. Order a full LEMR (Low End Market Rental) Review, and develop a LEMR Housing Registry and wait list for all LEMR units, AND
3. Reduce the number of Richmond residents on the BC Housing wait list by 50% within five years (2027) by using rental tenure zoning and innovative partnerships to build sufficient housing for Richmond residents on the waitlist.

We are back one year later to ask what has happened to the City Council referral to staff. You already know that in recent months, we met with each and every one of you on Council regarding our recommendations. We focused on discussing the LEMR program as it is the foundation of the City's Affordable Housing Strategy.

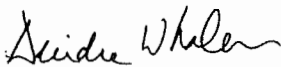
From our conversations with Mayor & Councillors we believe the LEMR program and policies can be vastly improved with the following changes. The City must:

- recognize that Richmond taxpayers deserve to know how this program works,
- acknowledge that the City has responsibilities after LEMR units are built,
- have ongoing oversight and accountability for the LEMR program units,
- establish a LEMR registry for every unit that is transparent and accessible,
- establish one easily accessible waitlist for all LEMR units,
- mandate information sharing from developers and operators on the use of LEMR units,
- publish an annual LEMR report including number of units/ rents/ income thresholds

Publicly funded housing is a sign of a civil society and our municipal government is the first stop sign along the way. City Council approved the LEMR policy. City Council can amend it to make it transparent, accessible and equitable for taxpayers and everyone who needs non-market housing,

Some of our members wish to tell you about their experiences. We understand the whole delegation has five minutes. We will make it brief.

Sincerely,



Deirdre Whalen  
President, RPRC



## City of Richmond Council Meeting - Monday December 11, 2023

### Richmond Poverty Reduction Coalition Delegation - Non-Agenda Item - LEMR program

This submission is presented on behalf of the Richmond Poverty Reduction Coalition (RRPC). The RRPC includes 12 local non-profits that collectively represent thousands of low-income Richmond residents. Many are here with me tonight.

We are here to give you hundreds of postcards signed by Richmond residents who believe it is time for a LEMR Registry and a LEMR waitlist.

We've seen six Affordable Housing Managers come and go in the last 10 years, so it's no wonder the LEMR program is a mess. It seems no one is in charge and it shows.

On your website the LEMR requirements bulletin <sup>1</sup> has a rental rate of \$975 for a one bedroom. However when we call LEMR operators such as Pinnacle International, they tell us the rents are \$1150 to \$1450 for a one bedroom. And no one has vacancies.

The LEMR bulletin says income thresholds are about \$34K to \$58K. But a developer operator sent us the BC Housing income limits for the private market that they are using for LEMR units. Those income limits range from \$58K to \$107K. And still, no one has no vacancies.

What is going on? Who is setting the tenancy requirements? Are tenants truly low to moderate income that the LEMR program is supposed to benefit?

The City's Affordable Housing Guide <sup>2</sup> lists 474 LEMR units. Attached as *Addendum 1*, is a listing from the Affordable Housing Guide that we re-sorted by type of housing operator. 1/4 of these units are managed by 7 non-profits. And 3/4 of all the units are managed by developers, real estate companies and property management companies.

This is despite receiving through Mayor Brodie's office, the approved listing of 18 local non-profits wanting to manage LEMR units in Richmond

What is going on? Why does the City not compel developers to choose non-profit operators?

---

<sup>1</sup> [https://www.richmond.ca/\\_\\_shared/assets/info5159495.pdf](https://www.richmond.ca/__shared/assets/info5159495.pdf)

<sup>2</sup> [https://www.richmond.ca/\\_\\_shared/assets/affordablehousingguide66343.pdf](https://www.richmond.ca/__shared/assets/affordablehousingguide66343.pdf)

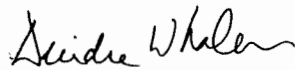
In 2022 we made a delegation to City Council on non-market housing, specifically LEMR.<sup>3</sup> This July we appeared again.<sup>4</sup> We are not going away.

We need huge improvements to the LEMR program. The City is accountable for this program. We are again asking for a full review and a transparent process that includes a LEMR registry and waitlist.

LEMUR can be the stepping stone in this homeless and housing crisis, if managed properly.

Some of our supporters wish to tell you about their experiences.

Sincerely,



Deirdre Whalen  
President, RPRC

cc. RPRC Directors  
RPRC Membership

Note: See *Addendum 1: LEMR Housing Operators* on pages 3 and 4

#### ADDENDUM 1

---

<sup>3</sup> <https://www.richmondprc.org/wordpress/wp-content/uploads/2023/04/RPRC-Delegation-re-non-market-housing-July-11-2022.pdf>

<sup>4</sup> <https://www.richmondprc.org/wordpress/wp-content/uploads/2023/12/RPRC-delegation-to-Council-LEMUR-July-2023.pdf>



**LOW END MARKET RENTAL (L.E.M.R.) UNITS**

**LEMR HOUSING OPERATORS**

Source: City of Richmond Affordable Housing Guide July 2023 pages 6-8

Source: Type of Operator - Taken directly from company websites

| NAME                   | TYPE      | PROJECT             | # UNITS    |
|------------------------|-----------|---------------------|------------|
| Minglian Holdings      | Developer | The Camber          | 6          |
| Minglian Holdings      | Developer | The Camino          | 5          |
| Onni Group             | Developer | The Ora             | 20         |
| Onni Group             | Developer | RIVA                | 9          |
| Onni Group             | Developer | RIVA 3              | 9          |
| Oris Consulting        | Developer | Hamilton Village    | 3          |
| Pinnacle International | Developer | Pinnacle at Capstan | 13         |
| Pinnacle International | Developer | Sorrento at Capstan | 11         |
| Pinnacle International | Developer | Torino at Capstan   | 12         |
| Sian Group             | Developer | Sterling            | 6          |
| Townline Homes         | Developer | Harmony             | 7          |
| Yuanheng Holdings      | Developer | Viewstar Lot A      | 41         |
|                        |           |                     | <b>142</b> |

| NAME                     | TYPE                | PROJECT       | # UNITS   |
|--------------------------|---------------------|---------------|-----------|
| CCM Investment Gp        | Property Management | The Grand     | 7         |
| FirstService Residential | Property Management | Saffron Homes | 21        |
| Park Residences          | Property Management | Tower A       | 22        |
| Peterson Commercial      | Property Management | Camellia      | 19        |
| Sunshine Holdings        | Property Management | The Nova      | 8         |
| Tribe Management         | Property Management | The Emerald   | 13        |
|                          |                     |               | <b>90</b> |

| NAME                 | TYPE        | PROJECT          | # UNITS |
|----------------------|-------------|------------------|---------|
| Amacon               | Real Estate | Tempo            | 14      |
| Concord Pacific      | Real Estate | Monet            | 7       |
| Dorset Realty        | Real Estate | Elle             | 5       |
| Greta Luk            | Real Estate | The Omega        | 10      |
| Prompton Real Estate | Real Estate | Central Estates  | 7       |
| Prompton Real Estate | Real Estate | Concord Galleria | 12      |
| Prompton Real Estate | Real Estate | Park Estates     | 17      |
| Prompton Real Estate | Real Estate | Park Estates II  | 15      |

|                      |             |               |            |
|----------------------|-------------|---------------|------------|
| Prompton Real Estate | Real Estate | South Estates | 17         |
| Re/Max Crest Realty  | Real Estate | Spark         | 6          |
| Reliance Properties  | Real Estate | Richstone     | 3          |
|                      |             |               | <b>113</b> |

| NAME                           | TYPE                    | PROJECT            |            |
|--------------------------------|-------------------------|--------------------|------------|
| Az-Zahraa Housing              | Non-profit organization | Calla              | 4          |
| Az-Zahraa Housing              | NPO                     | Cascade            | 14         |
| Az-Zahraa Housing              | NPO                     | The Dahlia         | 11         |
| Catalyst Community Development | NPO                     | Rivermark          | 31         |
| Kiwanis Seniors                | NPO                     | Trafalgar Square   | 6          |
| Kiwanis Seniors                | NPO                     | Berkley House      | 13         |
| More Than A Roof               | NPO                     | Fiorella           | 11         |
| Sanford Housing                | NPO                     | Kingsley Estates   | 12         |
| YWCA                           | NPO                     | Moiz & Nadia Place | 27         |
|                                |                         |                    | <b>129</b> |

| TYPE                     | # UNITS    | % UNITS     |
|--------------------------|------------|-------------|
| For Profit Operators     | 345        | 73%         |
| Non Profit Organizations | 129        | 27%         |
| <b>Total</b>             | <b>474</b> | <b>100%</b> |



## Low End Market Rental Program Requirements

**No.: INFO-51**  
**Date: 2021-11-22**

### Purpose

The purpose of this bulletin is to provide an overview of the City of Richmond's Low End Market Rental Program. The requirements defined below are in effect as of November 15, 2021.

The West Cambie Alexandra Neighbourhood has its own affordable housing calculations, which are detailed in the West Cambie Area Plan. The Plan can be found online at [www.richmond.ca/cityhall/bylaws/ocp/sched2.htm](http://www.richmond.ca/cityhall/bylaws/ocp/sched2.htm). The requirements defined below apply to all other areas in the city.

### Background

Housing affordability continues to be a critical challenge for many households in Richmond. This issue affects a range of social and demographic groups, with the greatest impact on households with low to moderate incomes. Within this context, the City of Richmond is committed to playing a leadership role in increasing the supply of affordable housing for Richmond residents.

Launched in 2007, the Low End Market Rental Program uses an inclusionary zoning approach through which developers receive a density bonus in exchange for providing built units or a cash-in-lieu contribution.

### Program Requirements

The following requirements are in effect for new rezoning applications as of November 15, 2021. Applications received prior to this date will be processed under the previous program rules provided the application receives first reading by November 15, 2022.

#### Larger Apartment Rezoning Applications

In exchange for a density bonus, each multi-family rezoning application that includes more than 60 residential units is required to provide a built contribution. As of November 15, 2021, there are two distinct sets of rates:

- Properties located outside of the City Centre Plan Area are required to provide at least 10% of residential floor area as affordable housing units; and
- Properties located within the City Centre Plan Area are required to provide at least 15% of residential floor area as affordable housing units.

These units must be operated as affordable housing units based on the following maximum rental rates and income thresholds:

**Table 1: Maximum rental rates and income thresholds**

| Unit Type | Maximum Rental Rates | Income Thresholds |
|-----------|----------------------|-------------------|
| Studio    | \$811 per month      | \$34,650          |
| 1 Bedroom | \$975 per month      | \$38,250          |
| 2 Bedroom | \$1,218 per month    | \$46,800          |
| 3 Bedroom | \$1,480 per month    | \$58,050          |

See over →

Design requirements for these units are as follows:

- Units must meet the following minimum size requirements:
  - Studio: 400 square feet
  - 1 Bedroom: 535 square feet
  - 2 Bedroom: 741 Square feet
  - 3 Bedroom: 980 Square feet
- At least 15% of the units are required to be provided as 2-bedroom units, while 5% must be provided as 3-bedroom units, with a target of securing 30% 2-bedroom units and 30% 3-bedroom units; and
- A target of securing at least 85% of the units to be designed to meet the City’s Basic Universal Housing standard.

### Unit Placement

In general, LEMR units must be evenly dispersed throughout the market strata units provided in the development, although clustered LEMR units may be permitted on the condition that an experienced non-profit housing provider is secured to manage the units.

### Cash-in-lieu Contributions

Residential rezoning applications that include 60 units or less and all townhouse developments are required to provide a cash-in-lieu contribution in exchange for a density bonus. Cash contributions are directed to the City’s Affordable Housing Reserve and used to support the development of standalone affordable housing buildings. As of November 15, 2021, there are two distinct sets of rates—one for properties inside the City Centre Plan Area (Table 2) and another for properties located outside the city centre (Table 3).

**Table 2: Cash-in-lieu rates for properties within City Centre**

| Housing Type                           | Cash-in-lieu Rate              |
|--|--------------------------------|
| Single-detached                        | \$12 per buildable square foot |
| Townhouse                              | \$18 per buildable square foot |
| Apartments involving 60 or fewer units | \$25 per buildable square foot |

**Table 3: Cash-in-lieu rates for properties outside of City Centre**

| Housing Type                           | Cash-in-lieu Rate              |
|--|--------------------------------|
| Single-detached                        | \$8 per buildable square foot  |
| Townhouse                              | \$12 per buildable square foot |
| Apartments involving 60 or fewer units | \$15 per buildable square foot |

### Single Family Rezoning

In addition to providing a cash-in-lieu contribution, single-family rezoning applications also have the option of providing at least one secondary suite to satisfy the Affordable Housing Policy requirements. The following options are available for single-family rezonings:

- a) Secondary suites in 100% of new lots developed;
- b) Secondary suites in 50% of new lots and cash-in-lieu contribution for the remaining 50%; or
- c) A cash-in-lieu contribution for 100% of new lots developed.

See over →

## Property Management Requirements

The following requirements relate to the management of LEMR units:

- Property managers must enforce the maximum rental rates and income thresholds secured through the housing agreement registered on title and will verify all tenant household incomes using personal income tax documents. Owners and property managers are also required to confirm ongoing compliance with income and rental rate requirements through the Statutory Declaration process.
- The owner will not require LEMR tenants to pay any of the following fees:
  - Move in/move out fees;
  - Strata fees;
  - Strata property contingency reserve fees;
  - Any fees for the use of parking spaces assigned for the exclusive use of LEMR tenants;
  - Any fees for the use of common property, common spaces or amenities;
  - Any fees for the use of sanitary sewer, storm sewer, water or other utilities; or
  - Property or similar tax.
- The owner will allow LEMR tenants and any of their visitors to have full access to all on-site common indoor and outdoor amenity spaces that are available to residents of the residential strata units contained within the same building as the LEMR units.
- The owner will not permit a LEMR unit to be subleased or for the tenancy agreement to be assigned.
- The owner will not permit a LEMR unit to be used for short-term rental purposes (for example, units rented through Airbnb or VRBO), or any other purposes that do not constitute a permanent residence of an eligible tenant.

## Tenant Selection Guidelines

- The purpose of the LEMR program is to provide housing to Richmond residents who would not be able to afford permanent rental housing at market rates in Richmond. Property managers must enforce the maximum income thresholds secured through the housing agreement registered on title.
- Property managers must verify the income of all tenants 18 years of age and over using their most recent Notice of Assessment from Canada Revenue Agency.
- Property managers should consider the National Occupancy Standards as defined by CMHC when selecting eligible tenants:
  - There shall be no more than 2 or less than 1 person per bedroom;
  - Spouses and couples share a bedroom;
  - Parents do not share a bedroom with a child;
  - Dependents aged 18 or more do not share a bedroom; and
  - Dependents aged 5 or more of opposite sex do not share a bedroom.

## Contact Information

For additional information regarding the Low End Market Rental program, contact the City's Program Manager, Affordable Housing at 604-247-4916.