



**Planning Committee
Electronic Meeting**

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

**Tuesday, June 18, 2024
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on May 22, 2024.*



NEXT COMMITTEE MEETING DATE

July 3, 2024, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

ADDED 1. **APPLICATION BY KUSH PANATCH FOR A ZONING TEXT AMENDMENT TO THE “AGRICULTURE (AG1)” ZONE TO PERMIT A GLASS GREENHOUSE WITH CONCRETE FOOTINGS AT 12800/12910 NO. 2 ROAD**
(File Ref. No. ZT 24-035934) (REDMS No. 7657729)

PLN-175 **See Page PLN-175 for full report**

Designated Speakers: James Hnatowich and Suzanne Smith

Pg. # ITEM

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10567, for a Zoning Text Amendment to the “Agriculture (AG1)” zone to permit the use of an 81 m² greenhouse with concrete footing foundations to support the farm business at 12800 / 12910 No. 2 Road be introduced and given first reading.



2. **RICHMOND YOUTH ADVISORY COMMITTEE PROPOSED 2024 WORK PROGRAM**

(File Ref. No. 07-3425-01) (REDMS No. 7695228)

PLN-8

See Page PLN-8 for full report

Designated Speakers: Grace Tiu and Claire Adamson

STAFF RECOMMENDATION

That the proposed work program for the Richmond Youth Advisory Committee, as described in the staff report titled “Richmond Youth Advisory Committee Proposed 2024 Work Program”, dated May 31, 2024, from the Acting Director, Community Social Development, be approved.



3. **DRAFT CHILD CARE STRATEGY 2024–2034**

(File Ref. No. 07-3070-04) (REDMS No. 7675622)

PLN-14

See Page PLN-14 for full report

Designated Speakers: Chris Duggan and Tiffany Mallen

STAFF RECOMMENDATIONS

- (1) *That the draft Child Care Strategy 2024–2034, as outlined in the staff report titled “Draft Child Care Strategy 2024–2034”, dated June 6, 2024 from the Acting Director, Community Social Development, be endorsed for public consultation; and*
- (2) *That staff report back to City Council with the final Child Care Strategy, including a summary of the public feedback received.*



DEPUTY CAO'S OFFICE

- 4. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10548, HOUSING AGREEMENT (MODERATE MARKET RENTAL) BYLAW NO. 10549 AND HOUSING AGREEMENT (MARKET RENTAL) BYLAW NO. 10550 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW- END MARKET RENTAL (LEMR) UNITS, MODERATE MARKET RENTAL UNITS AND MARKET RENTAL UNITS AT 6071 AZURE ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 7611426)

PLN-98

See Page PLN-98 for full report

Designated Speaker: Greg Newman

STAFF RECOMMENDATIONS

- (1) *That Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Low-End Market Rental (LEMR) Units required by the Rezoning Application RZ 21-931122;*
- (2) *That Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Moderate Market Rental Units required by the Rezoning Application RZ 21-931122; and*
- (3) *That Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by the Rezoning Application RZ 21-931122.*

- 5. **MANAGER'S REPORT**

ADJOURNMENT



Planning Committee

Date: Wednesday, May 22, 2024

Place: Council Chambers
Richmond City Hall

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

Absent: Councillor Alexa Loo

Also Present: Councillor Laura Gillanders (by teleconference)
Councillor Kash Heed
Councillor Michael Wolfe

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

MINUTES

It was moved and seconded
That the minutes of the meeting of the Planning Committee held on May 7, 2024, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

The Chair advised that the Planning Committee meeting scheduled on June 4, 2024 will be cancelled. The next meeting will be held on June 18, 2024.

DEPUTY CAO'S OFFICE

1. **HOUSING AGREEMENT (MODERATE MARKET RENTAL HOUSING) BYLAW NO. 10528 AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10522 TO PERMIT THE CITY OF RICHMOND TO SECURE MODERATE MARKET RENTAL AND MARKET RENTAL UNITS AT 8880 COOK ROAD AND 8751 CITATION DRIVE**

(File Ref. No. 08-4057-05) (REDMS No. 7595158)

In reply to queries from Committee, staff advised that (i) the moderate market rental rate is based on BC Housing household income limits, (ii) the maximum height of a wood-frame building is six storeys, and (iii) existing tenants will have first right of refusal once the development is complete.

It was moved and seconded

- (1) *That Housing Agreement (Moderate Market Rental Housing) (8880 Cook Road and 8751 Citation Drive) Bylaw No. 10528 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the Moderate Market Rental Units required by Rezoning Application RZ 21-932698; and*
- (2) *That Housing Agreement (Market Rental Housing) (8880 Cook Road and 8751 Citation Drive) Bylaw No. 10522 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the Market Rental Units required by Rezoning Application RZ 21- 932698, be introduced and given first, second and third readings.*

CARRIED

2. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10557 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW END MARKET RENTAL (LEMR) UNITS AT 8911, 8931, 8951, AND 8991 PATTERSON ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 7633263)

Staff advised that the Statutory Declaration process will now report on three years of income prior to determine rental rates.

A brief discussion ensued with regard to considering assets in the eligible tenant criteria. Staff have begun community outreach to understand the scope of services needed to manage LEMR units with a roundtable invitation to non-profit operators and for-profit managers to be held in advance of a request for proposals occurring later this year.

Planning Committee
Wednesday, May 22, 2024

It was moved and seconded

That Housing Agreement (Affordable Housing) (8911, 8931, 8951 and 8991 Patterson Road) Bylaw No. 10557 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 Low End Market Rental (LEMR) units required by rezoning application RZ 20-919113, be introduced and given first, second and third readings.

CARRIED

3. MANAGER'S REPORT

(i) Staff Introduction

Rene Tardif, Planner 2, Affordable Housing, was introduced to the Committee.

(ii) Permitting Optimization Project

Staff advised that sprinkler permit applications are now available on the MyPermit online portal, noting that this is the first automated permitting service that will accept materials that need review.

(iii) Staff Announcement

Peter Russell has been appointed to the new role of Director, Housing Office.

(iv) Energy Step Code

In response to queries, staff provided the following information:

- the City has implemented energy conservation and efficiency measures above what the Province currently requires;
- the City hosts Builder Breakfasts events to update builders and designers on the different code requirements, encouraging compliance;
- City of Richmond does not have a ban on natural gas noting this decision falls under the Province with the Province's commitment to carbon neutral buildings in 2030;
- it is estimated that the marginal increase in cost per square foot for a new build between Step 3 and Step 5 codes is approximately 30% of the 15% portion of new home construction costs;
- there is community discourse on the affordability of electricity compared to natural gas in heating a home, and to receive more information on the matter, staff will be inviting BC Hydro to present on energy demand and new infrastructure;

Planning Committee
Wednesday, May 22, 2024

- the Province is working on a retrofit building code for existing homes but there is no plan to decarbonize emissions for existing structures at this time; and
- BC Hydro is implementing an extension distribution policy to the British Columbia Utilities Commission to revise how they make these connections more affordable and this policy is forthcoming.

(v) Recreation Fee Subsidy Program for Lime E-Scooters

Staff advised that participants in the Recreation Fee Subsidy Program are now eligible to apply for the Lime Inc. Lime Access Program. The program is for lower income customers of Lime E-Scooters and participants can use their recreation fee subsidy approval letter to demonstrate eligibility for the program.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:31 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Wednesday, May 22, 2024.

Councillor Bill McNulty
Chair

Andrea Mizuguchi
Legislative Services Associate



City of Richmond

Report to Committee

To: Planning Committee

Date: May 31, 2024

From: Chris Duggan
Acting Director, Community Social Development

File: 07-3425-01/2024-Vol 01

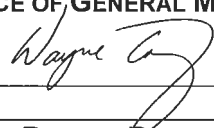


Re: Richmond Youth Advisory Committee Proposed 2024 Work Program

Staff Recommendation

That the proposed work program for the Richmond Youth Advisory Committee, as described in the staff report titled "Richmond Youth Advisory Committee Proposed 2024 Work Program", dated May 31, 2024, from the Acting Director, Community Social Development, be approved.

Chris Duggan
Acting Director, Community Social Development
(604-204-8621)

Att. 1

| | |
|---|---|
| REPORT CONCURRENCE | |
| CONCURRENCE OF GENERAL MANAGER  | |
| SENIOR STAFF REPORT REVIEW | INITIALS:  |
| APPROVED BY CAO  | |

Staff Report

Origin

On January 29, 2024, City Council approved the creation of the Richmond Youth Advisory Committee (YAC) to act as a resource and provide advice to City Council regarding the planning, development and implementation of policies, programs and services that directly impact youth. This report presents the proposed 2024 Work Program (Attachment 1) for the YAC's inaugural year.

This report supports Council's Strategic Plan 2022–2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement:

1.3 Increase the reach of communication and engagement efforts to connect with Richmond's diverse community.

1.4 Leverage a variety of approaches to make civic engagement and participation easy and accessible.

This report also supports the Youth Strategy 2022–2032 Strategic Priority #2: Voice:

2.1 Increase opportunities for youth to provide meaningful input into City-related matters that impact them including youth from equity-deserving groups.

2.2 Promote and seek youth engagement in program, service and facility development and on topics in the community that impact youth.

Analysis

The YAC is comprised of up to 15 voting members appointed by City Council and four non-voting members, who bring unique experiences and perspectives to the committee. The diverse membership fosters meaningful discussions and enables members to provide thoughtful input on City policies and initiatives that directly impact youth. Each year, the YAC will prepare an Annual Report and a proposed Work Program for Council's approval. As this is the committee's first term, there is no Annual Report from the prior year. The committee met for its inaugural meeting in May 2024 and discussed the proposed 2024 Work Program attached.

Highlights of the 2024 Work Program include:

- Acting as a resource to the City, providing recommendations and youth perspectives on issues that impact youth in Richmond. This includes providing advice on the implementation of the Youth Strategy;
- Encouraging public awareness and engagement on youth-related matters; and
- Building on and improving the YAC's knowledge of youth-related issues in Richmond through information sharing, guest speakers and educational opportunities.

Throughout the remainder of 2024, the YAC will meet monthly to engage in presentations and discussions that align with the proposed 2024 Work Program. As this is the committee's first year, YAC members will complete an advisory committee orientation regarding advisory committee functions and processes. Committee members will also spend time forming as a committee, getting to know each other, and discussing priority topics of interest. The YAC will provide input and a youth perspective on policies, plans and initiatives, and respond to requests and referrals from Council as they arise.

The proposed YAC 2024 Work Program will be implemented within the committee's annual operating budget of \$5,000.

Financial Impact

None.

Conclusion

The Proposed 2024 Work Program outlines the Youth Advisory Committee's priorities for the year in alignment with the YAC's mandate of providing advice to City Council and staff on issues and matters that directly impact youth in Richmond. The 2024 YAC Work Program supports the Youth Strategy's vision that "all youth in Richmond are safe, valued, respected and have the supports, opportunities, and resources to live rich and fulfilling lives."



Grace Tiu
Acting Program Lead, Youth
(604-276-4110)

Att. 1: Richmond Youth Advisory Committee Proposed 2024 Work Program

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**Richmond Youth Advisory Committee
Proposed 2024 Work Program**

The Youth Advisory Committee (YAC)'s proposed 2024 Work Program outlines several initiatives with associated actions that support the YAC's mandate to act as a resource and provide advice to City Council regarding the planning, development and implementation of policies, programs and services that directly impact youth and young adults in Richmond.

| YAC Proposed 2024 Work Program | | |
|---|---|--|
| Initiative | Actions | Expected Outcome |
| 1. Participate in a YAC orientation, and identify priority topics of interest and opportunities to form subcommittees. | <p>1.1 Members participate in an orientation to the YAC to learn about the roles and responsibilities of advisory committee members, the YAC Terms of Reference and the City's current strategies and initiatives related to youth.</p> <p>1.2 Members may indicate an interest in participating in YAC subcommittees and taking on additional related roles within the scope of the YAC Terms of Reference.</p> | <p>Members are aware of and understand the following:</p> <ul style="list-style-type: none"> • The YAC Terms of Reference • Their role as an appointed member of the YAC • The YAC 2024 Work Program • Current City strategies and initiatives related to youth • Additional opportunities for involvement as part of the YAC |
| 2. Build on and improve the members' knowledge of youth issues through information sharing, guest speakers and educational opportunities. | <p>2.1 Learn about issues and trends that impact or benefit youth in the community by inviting guest speakers to present at regular YAC meetings.</p> <p>2.2 Identify and participate in internal and external youth-related educational opportunities, information sessions and special events to learn about issues and trends impacting youth that can inform the City's policies or practices.</p> <p>2.3 Monitor youth issues and emerging trends.</p> | <p>Members of the YAC are informed of issues and trends raised by Richmond youth and that impact Richmond youth.</p> <p>The YAC is informed and well-equipped to provide youth perspectives and recommendations to City staff and Council.</p> |

| YAC Proposed 2024 Work Program | | |
|---|--|--|
| Initiative | Actions | Expected Outcome |
| | 2.4 Discuss youth-related matters arising and when possible, provide feedback to those who raised the concern. | |
| 3. Act as a resource to the City by providing recommendations and perspectives on issues relating to youth in Richmond. | <p>3.1 Respond to City Council requests and provide advice on issues relating to youth in Richmond.</p> <p>3.2 Provide input on City plans, strategies, projects and policies that impact youth.</p> <p>3.3 Participate in and promote initiatives related to the implementation of the Youth Strategy.</p> <p>3.4 Provide input and feedback to City staff on programs and services for youth.</p> <p>3.5 Review current and upcoming City initiatives related to youth and determine where YAC participation will be most effective within the scope of the committee's advisory role.</p> | <p>Members of the YAC provide ongoing feedback on City strategies, policies and initiatives related to youth.</p> <p>The YAC supports and provides input on the implementation of the Youth Strategy.</p> <p>YAC work is aligned with City priorities related to youth in Richmond.</p> <p>YAC work informs policy and initiatives related to youth.</p> |
| 4. Encourage public awareness and engagement on youth-related matters. | 4.1 Promote opportunities for youth to participate in public engagement opportunities led and supported by the City. | The YAC helps to increase awareness of opportunities for Richmond youth to provide input on initiatives that impact them. |



To: Planning Committee
From: Chris Duggan
Acting Director, Community Social Development
Re: **Draft Child Care Strategy 2024–2034**

Date: June 6, 2024
File: 07-3070-04/Vol 01

Staff Recommendations

1. That the draft Child Care Strategy 2024–2034, as outlined in the staff report titled “Draft Child Care Strategy 2024–2034”, dated June 6, 2024 from the Acting Director, Community Social Development, be endorsed for public consultation; and
2. That staff report back to City Council with the final Child Care Strategy, including a summary of the public feedback received.

Chris Duggan
Acting Director, Community Social Development
(604-204-8621)

Att. 1

| REPORT CONCURRENCE | | |
|-----------------------------------|-------------------------------------|--------------------------------|
| ROUTED TO: | CONCURRENCE | CONCURRENCE OF GENERAL MANAGER |
| Building Approvals | <input checked="" type="checkbox"/> | |
| Finance | <input checked="" type="checkbox"/> | |
| Policy Planning | <input checked="" type="checkbox"/> | |
| Recreation & Sport Services | <input checked="" type="checkbox"/> | |
| SENIOR STAFF REPORT REVIEW | INITIALS: | APPROVED BY CAO |

Staff Report

Origin

The City of Richmond has a long history of supporting child care in the community as demonstrated by the development of the Child Care Policy, created in 1991, and the implementation of numerous child care strategies since 1995. The latest strategy, the 2017–2022 Richmond Child Care Needs Assessment and Strategy, has come to the end of its lifespan and the City has developed a new draft Child Care Strategy (Attachment 1). The Strategy will be the fifth child care needs assessment undertaken by the City.

The new draft Child Care Strategy builds upon the consistent and long-term progress made on the previous child care strategies for Richmond, including the 2017–2022 Child Care Needs Assessment and Strategy and the 2021–2031 Child Care Action Plan. The 2021–2031 Richmond Child Care Action Plan was adopted by City Council on April 12, 2021 and will complement the new draft Child Care Strategy by setting defined child care space creation targets and identifying clear actions to meet these.

The new draft Child Care Strategy identifies current and future needs and priorities of the Richmond community and provides valuable insights into the strengths, challenges and opportunities in relation to child care in Richmond. The Strategy provides recommendations and actions for addressing child care needs in Richmond over the next ten year period.

The development of the draft Child Care Strategy (Strategy) is divided into four phases:

1. Phase One: Establish an Advisory Committee, conduct background research and develop Guiding Principles (complete);
2. Phase Two: Conduct best practice review, collect and analyze demographic data, and develop public engagement plan (complete);
3. Phase Three: Undertake public engagement, collate feedback and data, and develop draft Strategy (complete); and
4. Phase Four: Undertake public engagement on the draft Strategy and finalize the Child Care Strategy.

The purpose of this report is to present the draft Child Care Strategy to City Council and to propose a public engagement process to seek community input on the strategic directions and actions outlined in the draft strategy.

This report supports Council's Strategic Plan 2022–2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement:

1.2 Advocate for the needs of Richmond in collaboration with partners and stakeholders.

This report supports Council's Strategic Plan 2022–2026 Strategy #2 *Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.*

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

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

This report also supports the Social Development Strategy 2013–2022 Strategic Direction #4 Help Richmond's Children, Youth and Families Thrive:

Action 10: Support the establishments of high quality, safe, child care services in Richmond through:

10.1 Conducting periodic Child Care Needs Assessments, with interim monitoring to identify existing and future child care requirements, by type of care and geographic area of need.

10.6 Consulting and collaborating with child care providers and other community partners on child care issues.

Analysis

The City is committed to supporting and creating accessible, affordable and quality child care for the Richmond community. Child care is an essential service for families and children, providing both support to those who are working or furthering their education, and offering learning, socialization and growth opportunities for children themselves. Child care can also act as an important poverty reduction measure, offering families the support they need to be able to sustain employment and make financial gains for their future. Early childhood care and education programs can also support and enhance parenting and allow opportunities for the early identification of children with delays in their development, and those who might require extra support.

The 2017–2022 Richmond Child Care Needs Assessment and Strategy outlined a series of actions to accomplish throughout the plan period. At the end of the period, the City had either completed or made significant progress on all actions. Some of the key achievements during this five-year period included:

- The development of seven, new City-owned child care facilities;
- The adoption of the 2021–2031 Richmond Child Care Action Plan which set targets for child care space creation; and
- The provision of a dedicated regular full time staff role, funded through the Child Care Reserve, to support work in this area.

In 2021, there were 23,955 children aged 0-12 years in Richmond, representing 11 per cent of Richmond's total population. The overall child population has increased by 680 children compared to the 2016 Census. While the number of children between 0-5 years has stayed relatively the same, the number of children aged 6-12 years increased between 2016 and 2021. For families with children in Richmond, 70 per cent were married couples with children and 27 per cent of families with children were one-parent families. For families with young children, factors such as high child care costs can create barriers to full time employment, which also disproportionately affects one-parent families.

As part of the engagement process to inform the draft Child Care Strategy, 82 per cent of the residents, parents and guardians who completed the online survey stated they were satisfied with the quality of care at their child's child care facility in Richmond. Many families noted that the sense of community in facilities, the support from the City of Richmond and the partnerships between the City and community organizations were key strengths of the child care system in Richmond. Other strengths noted by the community included the development of City-owned child care facilities and Early Childhood Development Hubs and the partnerships with Community Associations and Societies through various Community Centres to deliver child care spaces and other child and youth programs.

In Richmond, 38 per cent of children (aged 0-12 years) have access to regulated child care. This figure has increased significantly from just 10 per cent in 1995 and 35.6 per cent in 2022. In comparison, currently only 21 per cent of children (aged 0-12 years) in BC have access to regulated child care. Despite significant increases in the number of licensed child care spaces available in Richmond, availability of suitable, quality child care still remains a persistent challenge for the community. The waitlists and time taken to secure a space at a licensed child care facility is still significant, with over 50% of families who responded to the survey, reported to have waited over a year for a space.

Affordability of child care remains a key challenge for the community, not just in Richmond but across the region. Through the online survey, families were asked whether their current child care arrangement was affordable for them, 38 per cent agreed or strongly agreed and 34 per cent disagreed or strongly disagreed. As part of the Canada-wide Early Learning and Child Care Agreement, each province agreed to reduce average parent fees to an average of \$10 a Day by 2025/2026. While the provincial initiatives to reduce child care fees have had an impact by reducing overall child care fees in Richmond, many of these initiatives, such as the \$10 a Day Child Care BC initiative, are still within early phases and are not yet enabling universal access to early learning and child care.

The costs associated with opening, operating and expanding child care facilities were raised by child care operators as a barrier to increasing capacity or providing additional child care facilities. Child care providers also cited a need for funding for additional support staff, staff training and initial capital costs for furnishings, equipment and supplies. Feedback from child care providers and the community also highlighted that attracting and retaining qualified Early Childhood Educators to address current and future workforce requirements continues to be a challenge. The sector needs competitive wages, benefits and opportunities to incentivise people to remain in the child care field and to attract people to the profession.

The draft Child Care Strategy identifies strategic directions and actions to be taken by the City, in collaboration with community partners that aim to address the key challenges faced by the Richmond community. The draft strategy builds upon learnings from previous needs assessments, research and best practices, current community characteristics, and community engagement findings.

Child Care Development Advisory Committee

A Child Care Strategy Advisory Committee was established to advise and guide the draft Child Care Strategy development. The committee assisted with the development of the guiding principles, the draft strategy's vision, planning the community engagement activities and provided guidance throughout the project. Committee members were selected based on their diverse knowledge and experience in the child care field in Richmond. Members included representatives from the following organizations:

- Staff representatives from the City of Richmond
- Richmond Community Associations and Societies
- Richmond School District
- Vancouver Coastal Health
- Richmond Cares, Richmond Gives
- Child Care Resource & Referral Centre
- Supported Child Development Program
- Child Care Providers
- Parents residing in Richmond

Guiding Principles

The Child Care Strategy Advisory Committee identified a set of Guiding Principles to direct the development of the Strategy. The Guiding Principles were adopted by Council on September 25, 2023. These include:

1. Maximize meaningful participation and engagement from a diverse community of families, employers and child care providers including Indigenous Elders, families and community members in Richmond.
2. Identify and prioritize engagement activities that are inclusive, accessible and equitable.
3. Collaborate with child care providers, partners and organizations to promote child care quality and workforce stability, as well as improve equitable access to child care in Richmond.
4. Ensure the Child Care Strategy aligns with and complements relevant City of Richmond strategies, plans, policies and resources that support both families and the child care sector in Richmond.

5. Ensure the Child Care Strategy is based on the current and forecasted needs for child care in Richmond and can evolve and respond to the changing needs of the community.
6. Ensure the Child Care Strategy's actions and recommendations are evidence-based and data-informed, and are reliable and realistic for Richmond's context.

Community Engagement

In order to identify the current and future needs, opportunities and challenges for child care in Richmond, extensive community engagement has been undertaken. A community engagement plan was created alongside members of the Child Care Strategy Advisory Committee. The engagement plan utilized a variety of engagement methods, these included:

- Two online surveys; one aimed at parents, residents and guardians and one aimed at child care providers;
- Focus groups held with child care providers, community partners and parents, including City of Richmond staff and newcomers and recent immigrants;
- Key informant interviews with members of the community who have extensive experience, knowledge or unique perspectives in the child care sector;
- Community outreach sessions at family resource programs, community centres, libraries and at professional development workshops for child care providers; and
- Presentations to various City Advisory Committees and the Board of Directors for each of the Community Associations and Societies where licensed child care is a component of their operations.

Bill 46

In November 2023, the Province introduced new legislation to change the way local governments pay for community amenities related to development. Bill 46 allows local governments to impose Amenity Cost Charges on new development to pay capital costs of providing, altering or expanding amenities, including child care.

It is noted that Bill 46 was introduced after Council approved the guiding principles in September 2023. Staff are currently reviewing opportunities for the application of this financing tool and a report on the potential use of this legislation will be brought forward to Council in the future and is outside the scope of this Child Care Strategy. Action 1.1 has been included in the draft Child Care Strategy to address the addition of this new legislation.

Strategic Directions and Actions

The draft Child Care Strategy has a set of actions developed under five strategic directions. These directions are guided by the strategy's vision that:

The community has access to a range of affordable, accessible and quality child care options that support and enhance child development, learning and growth and meet the needs of Richmond families.

The actions have been developed in response to the opportunities, challenges and needs identified during the analysis of the demographic and child care data, best practices and extensive engagement activities. For each action, the City's role has been identified, as either acting, facilitating or advocating. Some of the actions require collaboration with community partners, including other levels of government, community organizations, public bodies and child care operators. For each action, a timeline has been identified across the 10-year plan period. Specific targeted activities will be identified in annual work plans to support the advancement of actions outlined in the strategy.

The five strategic directions are:

1. Create and maintain child care spaces
2. Quality, inclusivity and accessibility
3. Advocacy
4. Collaboration
5. Education and information

Public Engagement Process

Public engagement on the draft Child Care Strategy will provide valuable input to ensure it captures the community's needs and priorities for the next ten years. Feedback received through this process will be taken into account as the Child Care Strategy is finalized. A summary of input will be presented to City Council alongside the final Child Care Strategy for Council's consideration.

Staff propose various public engagement activities to gather feedback from Richmond families, residents, child care providers and those that work with children. Engagement activities will include an online survey facilitated through the City's Lets Talk Richmond platform, and community conversations and workshops. Promotion of these engagement opportunities will take place via LetsTalkRichmond.ca; the City, Community Associations and Societies' facility promotions, websites and social media channels; and through the Richmond Child Care Resource and Referral and Richmond Children First extensive networks of families, service providers and programs.

Following Council's approval and direction, staff will seek feedback on the draft Child Care Strategy through the proposed public engagement activities and revise the draft Child Care Strategy as necessary to incorporate public engagement findings. Staff will report back to City Council with the proposed final Child Care Strategy. The Child Care Strategy Advisory Committee will continue to support the development of the Child Care Strategy by promoting, facilitating and participating in public engagement activities and supporting the communication and implementation of the final Child Care Strategy once approved by Council.

Financial Impact

Council previously approved as part of the 2022 One-Time Expenditures, resources to update the Child Care Strategy, which will be utilized to fund the proposed public engagement activities and to complete the necessary steps to finalize the Strategy.

Conclusion

The development of the draft Child Care Strategy demonstrates the commitment by the City of Richmond to supporting and advocating for the development of affordable, accessible and quality child care for the community and the steps towards development of a universal system of early learning and child care in Richmond. The draft Child Care Strategy supports the vision that "the community has access to a range of affordable, accessible and quality child care options that support and enhance child development, learning and growth and meet the needs of Richmond families." In addition, the draft Strategy has been informed by a demographic analysis, best practice review, analysis of the child care data for Richmond and Metro Vancouver and extensive engagement with the community, including families, child care providers and community organizations.

The draft Child Care Strategy builds upon the consistent and long-term progress made on the previous child care strategies for Richmond, including the 2017–2022 Child Care Needs Assessment and Strategy and the 2021–2031 Child Care Action Plan. The draft Child Care Strategy and the recommended actions will help guide the City and key organizations involved in developing, delivering and supporting the provision of high-quality, accessible and affordable child care in Richmond over the next ten-year period.



Chris Duggan
Acting Director, Community Social Development
(604-204-8621)

Att. 1: 2024–2034 Richmond Child Care Strategy



City of Richmond
**2024–2034 Richmond
Child Care Strategy**

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Executive Summary

The City of Richmond is a champion for child care. The City is committed to supporting and creating accessible, affordable and quality child care for the Richmond community. The *Richmond Child Care Strategy 2024–2034* demonstrates the City's understanding and acknowledgement that child care is an essential need for Richmond residents and employees. To support the creation of child care spaces, the *2021–2031 Richmond Child Care Action Plan* was adopted by City Council on April 12, 2021 and complements the *Child Care Strategy* by setting defined child care space creation targets and identifying clear actions to meet these.

The *Richmond Child Care Strategy 2024–2034* builds upon the *2017–2022 Richmond Child Care Needs Assessment and Strategy* to identify, analyse and provide valuable insights into the current and future needs for child care in Richmond. Extensive engagement with the community, including online surveys, interviews, focus groups, committee presentations and outreach sessions, has helped to identify the key strengths, challenges and opportunities for the child care sector in Richmond and for the City.

Despite significant increases in the number of licensed child care spaces available in Richmond, availability of suitable child care remains a persistent concern for the community. Some operators reported having over 500 children on their waitlist at one time and more than half of parents waited over one year for a child care space in the community. This is particularly challenging for families of school-age children where space availability is lower and for those families who have a child who requires extra supports to participate safely and successfully in child care. Operators expressed limitations on their ability to ensure the inclusion of children who require extra support due to a lack of staff and limited funding for supports and services.

Furthermore, while the Province continues to enhance funding initiatives such as the \$10 a Day Program and the Child Care Fee Reduction Initiative, parents remain concerned about the affordability of child care in combination with the rising cost of living. Child care operators also noted a challenge in the ability to attract and retain suitably qualified staff; with a rising cost of living and historically low wages, there is concern that Early Childhood Educators will seek employment and/or residence elsewhere. Some operators have noted that they have not been able to expand or create new facilities due to lack of qualified staff.

With this valuable information, a set of strategic directions and related actions, to be undertaken over the next 10 years, have been developed. The five strategic directions include:

- Create and Maintain Spaces;
- Quality, Inclusivity and Accessibility;
- Advocacy;
- Collaboration; and
- Education and Information.

Introduction

The *Richmond Child Care Strategy 2024–2034* is the fifth child care strategy the City of Richmond has undertaken. The Strategy offers valuable insights into the current and future child care needs of the community and outlines the priority actions for the City in relation to child care over the next ten years. The Strategy is complemented by the *2021–2031 Richmond Child Care Action Plan*, which sets defined child care space creation targets and identifies clear actions to meet them.

The City is committed to supporting and advocating for the development of affordable, accessible and quality child care for the community. Child care is an essential service for families and children, providing both support to those who are working or furthering their education and offering learning, socialization and growth opportunities for children themselves.

It is well documented that child care is critical for economic development. Having a range of child care options for the community supports working parents and allows more women to participate in the labour force. Child care can also act as an important poverty reduction measure, offering families the support they need to be able to sustain employment and make financial gains for their future.

For children, quality early childhood education and early learning programs support growth, learning and development and contribute to positive transitions into elementary school, ensuring children are positioned to have the best start in life. Early childhood education programs can also support and enhance parenting, allow opportunities for the early identification of children experiencing delays in their development and those who might require extra support as well as assist families to access to referrals and resources.



Currently, only 21% of children (aged 0-12 years) have access to regulated child care in BC. In Richmond, 38% of children (aged 0-12 years) have access to regulated child care which compares favourably when compared to the BC average. However, access to suitable and affordable child care in the City continues to be a key concern for parents.

The *Richmond Child Care Strategy 2024–2034* offers a strategic framework to identify and respond to a range of child care needs and outline actions that the City, and its partners, can undertake to respond to them.

Purpose

The purpose of the *Richmond Child Care Strategy 2024–2034* is to:

- Identify and understand key child care needs for Richmond now and over the next 10 years; and
- Provide a framework for the City and others involved in child care in Richmond, to understand and address current and future needs for child care.

The objectives are to:

- Identify child care needs, opportunities and priorities for action for Richmond from 2024–2034;
- Identify child care usage patterns, needs and challenges faced by Richmond residents, parents and guardians;
- Identify concerns of and opportunities for Richmond child care providers; and
- Provide recommendations for addressing priority child care needs in the city over the next 10 years.

The Strategy consists of eight sections: background, developing the strategy, community profile, methodology, assessment of need, community response, analysis and discussion, and strategic directions and actions.

Vision

The *Richmond Child Care Strategy 2024–2034* supports the vision that:

The community has access to a range of affordable, accessible and quality child care options that support and enhance child development, learning and growth and meet the needs of Richmond families.

Background

Government Roles

Government of Canada

Both the federal and provincial governments have demonstrated a strong commitment to child care in recent years. In 2021, the Government of Canada made an investment of \$27 billion over five years to develop a Canada-wide early learning and child care system. The Early Learning and Child Care Agreement between the Governments of Canada and BC included a federal investment of \$3.2 billion from 2021–2026 to help improve regulated early learning and child care for children under six years in BC.

The Early Learning and Child Care Agreement supports a number of outcomes for BC including:

- Fee reductions for regulated child care by 50% on average, delivering regulated child care costs an average of \$10 a day by 2026;
- Support for early childhood educators through the creation of a wage grid; and
- The creation of 30,000 regulated early learning and child care spaces for children under the age of six years by 2026 and a total of 40,000 spaces within seven years.



Furthermore, through Budget 2024, the federal government announced the launch of a Child Care Expansion Loan Program, which will offer \$1 billion in low-cost loans and \$60 million in non-repayable contributions to public and not-for-profit child care providers. These initiatives will allow these providers to build more child care spaces and renovate their existing facilities. Budget 2024 also proposes to provide \$10 million over two years, starting 2024/2025, to Employment and Social Development Canada’s Sectoral Workforce Solutions Program, to increase training for early childhood educators.

Since 2021, the federal government has committed more than \$34.2 billion over five years starting 2021/2022 and \$9.2 billion ongoing for affordable child care.

Province of BC

The Provincial Government plays a crucial role in the development, funding and delivery of child care. This includes:

- Planning and funding social services, including early learning, child care and related programs;
- Developing child care legislation, policy and regulations;
- Providing operating and capital funding to eligible child care providers;
- Providing fee subsidies and benefits for families with low incomes; and
- Implementing initiatives such as the New Spaces Funding Program, to help create much needed licensed child care spaces.

In 2018 the Province introduced ChildCareBC, with an aim of increasing child care spaces, reducing fees and improving the quality of child care in the region. As part of ChildCareBC, a number of initiatives have been developed and are continuing to evolve. Some of the important initiatives include:

Child Care Operating Funding - Base Funding

This initiative assists eligible licensed child care providers with the day-to-day costs of running a child care facility. Child care providers receiving this funding can no longer charge waitlist or waitlist-related fees. To support child care providers during emergencies, this funding may be paid when a facility is temporarily closed during an emergency.

Child Care Fee Reduction Initiative

This initiative lowers the cost of child care for families with children in participating child care facilities. At the time of publication, families can save up to \$900 per month per child for full time care depending on the child’s age and type of care. Child care providers receiving Child Care Fee Reduction Initiative can no longer charge waitlist or waitlist-related fees.

Wage Enhancement for Early Childhood Educators (ECEs)

As part of BC’s Early Care and Learning Recruitment and Retention Strategy, ECEs working in eligible licensed facilities can receive a wage enhancement. At the time of publication, ECEs can receive an additional \$6 per hour. As of January 2024, this increased the median wage for ECEs to approximately \$28 per hour.

\$10 a Day ChildCare BC

This initiative lowers the cost of licensed child care to no more than \$200 per month per child for full time enrolment, regardless of care type. The funding covers operating costs including rent, mortgage, building repair and maintenance of core services, supplies, food and wages, minus the revenue generated by the \$10 a Day parent fee. In BC Budget 2021, over 4,000 additional \$10 a Day spaces were added. By 2026, through the Canada-wide Early Learning and Child Care Agreement, BC has committed to the creation of 30,000 \$10 a Day spaces. As of the date of this publication, there are 16 child care facilities in Richmond operating as a \$10 a Day centre.

New Spaces Capital Funding Program

This funding is available to support the creation, expansion and relocation of child care facilities proposing new licensed child care spaces. Eligible applicants currently include public sector organizations, Indigenous governments, First Nations schools and not-for-profit organizations.



The City of Richmond

Municipal governments do not have direct responsibility for child care. However, being the government that is closest to its community, municipalities take the community's social needs and concerns seriously. Municipalities in BC, including the City of Richmond, therefore play a number of roles to address child care challenges.

Some of the key roles played by the City of Richmond include:

- Identifying child care needs of residents, employers and employees through regular analysis of data, tracking changes in child care spaces, public engagement efforts and the development of annual updates;
- Adopting municipal child care policies, amenity contribution expectations, strategies and child care design guidelines and utilizing these to facilitate the development of child care facilities in the City;
- Making space in available municipal facilities, at nominal or below market rates, for the provision of child care;
- Supporting the delivery of child care services by Community Associations and Societies in City facilities;
- Advocating for Provincial and Federal governments to adopt policies and provide stable funding for child care operators to increase child care spaces and to improve quality and affordability;
- Maintaining connections with local community organizations to strengthen networks and facilitate joint planning opportunities related to child care;
- Developing resources and providing information on child care including materials on the City website and providing an interactive map, targeted to current and prospective child care operators and parents;
- Developing resources and providing information to child care providers and those intending to create or expand licensed child care spaces in Richmond including design guidelines, resource documents, informational bulletins and materials on the City website;
- Providing grants to child care providers to help support facilities, spaces, programming, equipment and furnishings, and professional and program development; and
- Establishing family-friendly policies for municipal employees (e.g. compressed work weeks and flexible scheduling to accommodate employees' child care needs).

Richmond Community Associations and Societies

Community Associations and Societies are an important partner with the City in the provision of licensed child care. Child care programs are offered by seven of the Community Associations and Societies. They operate preschool programs and/or school-age child care programs, which collectively provide 762 licensed child care spaces at the following:

- South Arm Community Association
- Hamilton Community Association
- Cambie Community Association
- City Centre Community Association
- Thompson Community Association
- Steveston Community Association
- West Richmond Community Association





City Plans, Policies and Strategies

The City of Richmond has a history of planning for child care and this Strategy is the fifth child care needs assessment and strategy undertaken by the City. In addition to needs assessments, the City's child care initiatives are supported by a variety of other plans, strategies and policies.

Richmond 2041 Official Community Plan (OCP)

One of the objectives of the OCP is to '*Facilitate the establishment of a comprehensive, high quality system of child care services in Richmond*' through the following activities:

- Undertake periodic needs assessments to identify child care requirements;
- Encourage the financing of community amenities such as child care, by developers through 'density bonuses', phased development agreements and other means;
- Encourage private developers to contribute to the City's Child Care Development Reserve Fund;
- Advocate to senior levels of government for funding to address child care needs; and
- Administer the City's Child Care Grant Program to support the provision of quality, affordable and accessible child care.

Area Plans

Area Plans for specific neighbourhoods in Richmond are contained in Schedule 2 of the OCP. These plans acknowledge the importance of child care and include provisions to accommodate the development of child care in a range of areas. The City Centre Area Plan and the West Cambie Area Plan include specific implementation strategies and outline expected contributions towards the creation or expansion of child care through the development process.

Building Our Social Future – A Social Development Strategy for Richmond

Action 10 of the Social Development Strategy commits the City to '*support the establishment of high quality, safe child care services in Richmond*' through such means as:

- Conducting periodic Child Care Needs Assessments, with interim monitoring, to identify existing and future child care requirements, by type of care and geographic area of need;
- Exploring creative financing options to supplement developer contributions to augment the City's Child Care Development Reserves;
- Securing City-owned child care facilities from private developers through the rezoning process for lease at nominal rates to non-profit providers;
- Encouraging the establishment of child care facilities near schools, parks and community centres;
- Encouraging private developers to contribute to the City's Child Care Development Reserve Fund, as appropriate;

- Consulting and collaborating with child care providers and other community partners on child care issues;
- Administering the City’s Child Care Grant Program to support the provision of quality, affordable, accessible child care in Richmond; and
- Advocating for senior governments to contribute funding and improve policies to address local child care needs.

It is noted that the Richmond Social Development Strategy is currently being updated.

Richmond Child Care Action Plan

On April 12, 2021, Richmond City Council adopted the *2021–2031 Richmond Child Care Action Plan*. The *Richmond Child Care Action Plan* provides a snapshot of the current state of child care in Richmond and assesses the opportunities and challenges to better meet the child care needs of families. With this information, the Plan identified goals for child care space creation and actions to meet these targets. The *Richmond Child Care Strategy 2024–2034* will complement the *Richmond Child Care Action Plan*.

Richmond Child Care Development Policy

The Child Care Development Policy 4017 acknowledges that quality and affordable child care is an essential service in the Richmond community for residents, employers and employees. It commits the City to being an active partner with senior governments, private and non-profit organizations, parents and the community to plan, develop and maintain a quality and affordable comprehensive child care system.

Child Care Development Advisory Committee (CCDAC)

Established in 1993 as an outcome of the Child Care Development Policy 4017, the CCDAC as is an advisory committee to City Council. Its mandate is to advise Richmond City Council on the development of quality, affordable and accessible child care, and to assist with the planning and support of quality child care in Richmond.

Child Care Statutory Reserve Funds

The Child Care Development Reserve Fund (Bylaw No. 7812) was established in 1994 and has been periodically revised. This fund is available to support capital expenses including the creation of new City-owned child care, capital costs related to the City’s child care facilities and providing grants to non-profit organizations for capital purchases and improvements, such as equipment, furnishings, renovations and playground development. Funds collected through the development process are directed to either the City-wide Reserve Fund or the West Cambie Reserve Fund.

The Child Care Operating Reserve Fund (Bylaw No. 8877) was established in May 2012 to assist with non-capital expenses including staffing and operating funding for the City’s child care section of the Community Social Development Department and grants to non-profit organizations to support child care professional and program development within Richmond.

Contributions to the Reserve Fund are secured through specific zoning or re-zoning of property under development, in accordance with provisions from the OCP and Zoning Bylaw, with 70% of the contributions going to the appropriate capital reserve fund and 30% going to the Child Care Operating Fund.

Alignment with Other City Plans

- *Collaborative Action Plan to Reduce and Prevent Poverty (2021–2031)*
- *Richmond Accessibility Plan (2023–2033)*
- *Richmond Community Wellness Strategy (2018–2023)*
- *Richmond Cultural Harmony Plan (2019–2029)*

Key Child Care Achievements in Richmond since 2017

The *2017–2022 Richmond Child Care Needs Assessment and Strategy* outlined a set of strategic directions and 32 recommended actions to accomplish throughout the five-year period between 2017–2022. At the end of this period, the City had either completed or made significant progress on all of the 32 actions recommended within the *2017–2022 Richmond Child Care Needs Assessment and Strategy*.

Some of the key achievements during the five-year period from 2017–2022 and throughout 2023 during the period of developing this Strategy include:

- The development of seven new City-owned child care facilities including:
 - Willow Early Care and Learning Centre;
 - Gardens Children’s Centre;
 - Seasong Child Care Centre;
 - River Run Early Care and Learning Centre;
 - Sprouts Early Childhood Development Hub;
 - Seedlings Early Childhood Development Hub; and
 - Hummingbird Child Care Centre.
- The Planner 1, Child Care role transitioned from an auxiliary role to regular full time and was then reclassified to reflect an expanded scope of work to a Planner 2, Child Care role, while continuing to vital and ongoing support to the child care section.
- The *2021–2031 Richmond Child Care Action Plan* was adopted by City Council on April 12, 2021 and builds upon the *2017–2022 Richmond Child Care Needs Assessment Strategy*. The *Action Plan* provides a snapshot of the current state of child care in Richmond and assesses the opportunities and challenges to meeting the child care needs of families. With this, the plan sets targets for child care space creation and clear actions to meet these targets across this 10-year period. Significant progress towards meeting these targets has already been made.

- Over the five year period between 2017 and 2023, a total of \$7,388,800 was received in developer contributions to the Child Care Development Reserves. These funds are used to assist in the creation of new child care spaces in Richmond by supporting the development of new City-owned child care facilities and developing resources to support innovation and best practice in the design of City-owned child care facilities. This fund also supports the maintenance and enhancement of child care in the city, by providing grants to non-profit societies through the Child Care Capital Grant Program.
- Collaboration and coordination with the Richmond School District has resulted in new opportunities to co-locate child care with schools through the sharing of information regarding Provincial funding Programs and data on child care needs in Richmond. In the current 2024–2025 school year, the School District and its partners offer 1,215 child care spaces, and on school grounds they offer a range of licensed programs including Group Care 30 months to School-Age, Preschool and School-Age programs. The School District has accessed the Province of BC’s ChildCareBC New Spaces Fund to deliver new child care spaces and currently has four purpose-built facilities under construction and are anticipated to open in 2024.
- The Child Care Development Advisory Committee and the City planned public events each year to celebrate Child Care Month in May. In 2022, 2023 and 2024, the events included an annual Symposium for ECEs, child care providers and parents, and a Children’s Art Exhibition.





Developing the Strategy

Child Care Strategy Advisory Committee

An advisory committee was created to guide and support the development of the *Child Care Strategy*. The advisory committee assisted in planning the community engagement activities and provided guidance and advice throughout the project. Committee members were selected based on their diverse and varied knowledge and experience in the child care field in Richmond. The members included representatives from the following organizations:

- City of Richmond
- Richmond Community Associations and Societies
- Richmond School District
- Vancouver Coastal Health
- Richmond Cares, Richmond Gives
- Child Care Resource & Referral Centre
- Supported Child Development Program
- Child Care Providers
- Parents residing in Richmond

Guiding Principles

The Child Care Strategy Advisory Committee identified a set of Guiding Principles to direct the development of the Strategy. The Guiding Principles were adopted by Council on September 25, 2023 and include:

1. Maximize meaningful participation and engagement from a diverse community of families, employers and child care providers including Indigenous Elders, families and community members in Richmond.
2. Identify and prioritize engagement activities that are inclusive, accessible and equitable.
3. Collaborate with child care providers, partners and organizations to promote child care quality and workforce stability, as well as improve equitable access to child care in Richmond.
4. Ensure the *Child Care Strategy* aligns with and complements relevant City of Richmond strategies, plans, policies and resources that support both families and the child care sector in Richmond.
5. Ensure the *Child Care Strategy* is based on the current and forecasted needs for child care in Richmond and can evolve and respond to the changing needs of the community.
6. Ensure the *Child Care Strategy's* actions and recommendations are evidence-based and data-informed and are reliable and realistic for Richmond's context.

Equity

In addition to the identification and utilization of the Guiding Principles, the *Child Care Strategy* incorporates an equity lens, which aims for equity in child care access and provision so the child care needs of all residents can be addressed. Some families experience more barriers than others in accessing appropriate child care (e.g. families with children who require extra support, newcomers, those experiencing low income, those who identify as Indigenous, racialized or LGBTQ2S+ amongst others). An equity lens helps to bring the needs of these individuals to the forefront when planning for and providing child care services in Richmond.

Applying an equity lens means continually asking key questions including:

- Who will benefit from the policy, program, initiative or service?
- Who might be excluded from those benefits and why?
- How might population groups be unfairly burdened today or in the future?
- Have important decisions been made with the direct input of those who will be most affected by those decisions?
- From whose perspective is the ‘success’ of the project or policy being evaluated?

During the development of the *Child Care Strategy*, an equity lens was used to develop the community engagement plan. This incorporated a variety of community engagement strategies such as the use of print and online materials, the use of interpreters, outreach to where people were already connected, providing child-minding, and honorariums. An equity lens was also used during analysis where those voices who are typically underrepresented were more heavily weighted, and actions have been developed to ensure the needs of these populations were met.

Best Practice Review

In planning for child care, it is important to explore and learn about promising practices, opportunities and challenges from other regions, governments and organizations. A review of promising and interesting child care practices from other jurisdictions was conducted for the *Child Care Strategy*. The intent was to identify opportunities to enhance Richmond’s child care efforts while recognizing that any practice must be appropriate and feasible to the local context. The best practice review explored initiatives and examples from other municipalities in BC, other Canadian cities and international practices in countries such as the United States, New Zealand, Norway and Denmark.

This best practice review comprises two sections. The first section includes an overview of the 2023 Metro Vancouver Municipal Survey, which analyses child care practices undertaken by municipalities in Metro Vancouver and an analysis of the number of child care spaces in each municipality. The second section highlights a selection of the best practice research from across Canada and internationally, that address four child care priority areas: creating spaces; improving access; planning and policy development; and building partnerships.

Metro Vancouver Municipal Child Care Survey 2023

The Metro Vancouver Regional Planning team recently published their 2023 Survey of Licensed Child Care Spaces in Metro Vancouver. As part of this report, 21 municipalities and local governments within the region completed a survey regarding the planning policies, zoning regulations, business license requirements and activities related to child care the municipality undertakes. Some of the key results are set out below:

- The majority of municipalities that responded have a standalone child care strategy and identify child care facilities as community amenities in the development approvals process (75% of respondents).
- 16 of the municipalities that responded have staff resources dedicated to child care work, with nine municipalities having a staff person specifically dedicated to child care.
- In terms of child care facilities, 16 respondents stated they supported child care through the provision of space in local government buildings; seven respondents offer grants for child care projects; three offer grants for child care operating costs; and seven offer property tax exemptions for child care provision.
- In terms of securing child care for long term use, municipalities reported using a range of mechanisms, including; municipal ownership of facilities, covenants, developer agreements and long term leases. Burnaby, Maple Ridge and Vancouver reported the use of lease agreements to ensure long-term child care usage, while Richmond and Burnaby identified using city-owned facilities to secure long-term child care usage.
- When asked about the number of municipalities that have \$10 a Day facilities operating in their area, 14 out of 21 reported \$10 a Day programs in their area, with only 10 out of 15 reporting that some municipality-owned facilities were operating as \$10 a Day programs.

The survey confirms that municipalities in Metro Vancouver recognize the importance of child care for their communities and are playing an active role to support child care in their jurisdiction. The report confirms that municipalities utilise various mechanisms to support the development of child care and to create new child care spaces, including the development of city-owned child care facilities.

Examples of Creating Spaces

Based on the best practice review conducted, the following are examples of promising practices to create affordable, appropriate and quality child care spaces.



Co-locating ECE priority housing with child care spaces: The City of Fernie secured \$19 million in provincial and federal funding for a Provincial Pilot Project to create 100 new child care spaces and 27 units of housing. The housing will be prioritised for ECEs across the community. A minimum of 50% of the rental housing units will be non-market affordable units at, or below, 80% of median market rent.¹

The project is being developed on City-owned land using \$10 million provided through the Canada-British Columbia Canada-Wide Early Learning and Child Care Agreement and the BC New Spaces Fund, with a further \$9 million funding through BC Housing.

Partnerships to create child care spaces: Colwood City Council have partnered with Hulitan Family and Community Services and School District 62 to deliver 97 new child care spaces at Colwood Elementary School for 2025. The City provided a grant contribution of \$311,667 (utilising their Community Amenities Reserve Fund).² The new facility will provide the opportunity for Indigenous and non-Indigenous children to learn and grow together. This new child care centre will become the first Indigenous-specific, trauma-informed child care facility in the Capital Region.

Examples of Improving Access

The following examples were identified to illustrate promising practices for improving access to affordable quality child care for families.

Newcomer Support: The Pacific Immigrant Resources Society (PIRS) offer a number of services to reduce the socio-economic barriers that immigrant and refugee women can face. These services include providing free child care to provide mothers with the accessibility and flexibility to attend their programs. The child care program has three early childhood approaches: Play-Based Learning, Emergent Curriculum and Trauma-Informed Approach. The Trauma-Informed Approach is the foundation to all of the PIRS programs, supporting children to develop and increase coping skills and resilience and to manage their feelings and behaviour. Since 1975, the PIRS have served 17,716 women and 9,116 children.³

Night Nurseries: Overnight child care is now available in Sweden in circa 120 municipalities, to cater for parents who work at night.⁴ Overnight child care, colloquially named 'night nurseries', are state-funded services for parents who provide proof of employment during night-time hours, such as hospital staff, hotel workers, caregivers and airport workers.



1 <https://www.fernie.ca/EN/meta/whats-new/news-archives/2023-archive/city-announces-child-care-and-affordable-housing-pilot-project.html>

2 <https://www.colwood.ca/news-events/news/2022-12-12-000000/colwood-supports-new-child-care-facility-partnership-hulitan>

3 <https://pirs.bc.ca/who-we-are/our-approach/#trauma-informed-approach>

4 <https://womenfriendlycitieschallenge.org/blog/swedens-night-nurseries-after-hours-preschool/>

Crabtree Corner: The YWCA operates a community and resource centre for women and families in Vancouver’s Downtown Eastside. Crabtree Corner offers transitional housing for new and expecting mothers in recovery, parenting programs, a community kitchen and subsidized child care for families in need.⁵ The Crabtree Corner Early Learning and Child Care Centre provides free, licensed, short term or occasional early learning and child care for children with reservations taken on a week-by-week basis.

Planning and Policy Development Examples

The following example highlights promising practices in policy development and planning which are being used to support the child care sector.

New Zealand Early Learning Action Plan 2019–2029: This action plan has been created to support the Ministry’s vision that New Zealand’s early learning system enables every child to enjoy a good life, learn and thrive in high quality settings that support their identity, language and culture and that are valued by parents and whānau (family).⁶ The Plan sets five objectives and 25 actions to reach this vision over a 10-year period. These objectives include:

- Children and whānau experience environments which promote their well-being and support identity, language and culture;
- All children are able to participate in early learning and have the support they need to learn and thrive;
- Teaching staff and leaders are well-qualified, diverse, culturally competent and valued;
- Children develop capabilities that are valued by their whānau and community and support them to be competent and confident learners; and
- Early learning services are part of a planned and coherent education ecosystem that is supported, accountable and sustainable.

Examples of Building Partnerships

The following are examples of collaborating with other partners, organizations or programs to address child care issues.

Northern Health and YMCA BC collaboration: Northern Health and YMCA BC have collaborated for a new pilot project in Fort St. John. The YMCA Robert Ogilvie Care and Learning Centre has been designed to address the lack of suitable child care in the community for healthcare shift workers. The centre has an extended day model of child care for healthcare workers who need child care as early as 6:30 a.m. to as late as 7:30 p.m. Monday to Friday. The centre will also be trialing a new flexible payment model, allowing parents to pay only for the time and services they need as opposed to paying for full-time care.⁷

5 <https://ywcavan.org/programs/crabtree-corner>

6 <https://conversation.education.govt.nz/conversations/early-learning-strategic-plan/>

7 <https://stories.northernhealth.ca/stories/first-its-kind-daycare-comes-northeast>

Child care spaces at Kelowna International Airport: The Province has collaborated with the City of Kelowna and KF Aerospace to develop a new standalone child care facility located at Kelowna International Airport. The new facility, which is being funded by ChildCareBC New Spaces Fund, will be operated by the YMCA of Southern Interior and will provide 86 child care spaces.⁸ This onsite child care facility provides airport employees with a quality and convenient child care option at their place of work.

Intergenerational Learning Centre: Providence Mount St. Vincent in Seattle provides apartments and nursing care for seniors combined with a licensed child care program providing 125 child care spaces. The centre provides a range of intergenerational programming and activities such as art, music, exercise and games, with each class having scheduled weekly visits with the senior residents. According to the program, the intergenerational program benefits not only the children and the seniors, but improves community connections and enhances traditions and cultures of communities.⁹



⁸ <https://ylw.kelowna.ca/news-events/news/local-families-staff-will-benefit-new-child-care-centre-kelowna-airport>

⁹ <https://www.providence.org/locations/wa/mount-st-vincent/facility-profile/intergenerational-learning-center#tabcontent-1-pane-2>

Profile of Children and Families in Richmond

The communities where people live, study and play influence their health and development. It is crucial to have a sound understanding of the characteristics of the families and children living in Richmond to inform the *Child Care Strategy*. The following provides a community profile of families and children in Richmond utilising the most recent 2021 Census Data. Child care typically covers the age range from birth to 12 years of age and, where available, data in the Profile reflects this. However, for certain data sets, the Census data available spans the age range of birth up to age 10, 14 or 17 and this is noted where relevant. The demographic information provided in this section has contributed to the development of the strategic priorities and actions outlined in the *Child Care Strategy*.

Population

In 2021, Richmond's total population was 209,937. Between 2016 and 2021, the population grew by 11,628 people, representing a growth rate of 5.7%.

Children in Richmond

In 2021, there were 23,955 children and youth between birth and 12 years of age in Richmond. This represents 11% of Richmond's total population and is 680 more children than reported in the 2016 Census. While the number of children between birth and five years of age stayed the same between 2016 and 2021, there were increases in the number of six to nine year olds, as well as 10 to 12 year olds over this time period (Figure 1).



Figure 1: Number of Children by Age Group, 2016 and 2021



Source: Statistics Canada, Census 2021

In Richmond, City Centre, Broadmoor and Steveston were the three areas with the greatest number of children. Table 1 shows population data by planning area.

Table 1: Number of Children by Age Group and Planning Area, 2021

| Planning Area | Number of Children | | |
|-----------------|--------------------|--------------|----------------|
| | 0 to 5 Years | 6 to 9 Years | 10 to 12 Years |
| Richmond | 10,525 | 7,855 | 5,575 |
| Blundell | 865 | 800 | 545 |
| Bridgeport | 260 | 145 | 105 |
| Broadmoor | 1,080 | 945 | 675 |
| City Centre | 3,095 | 1,855 | 1,150 |
| East Cambie | 530 | 410 | 290 |
| East Richmond | 220 | 120 | 105 |
| Fraser Lands* | – | – | – |
| Gilmore* | – | – | – |
| Hamilton | 320 | 225 | 175 |
| Sea Island | 60 | 45 | - |
| Seafair | 785 | 605 | 455 |
| Shellmont | 600 | 455 | 360 |
| Steveston | 1,200 | 1,130 | 930 |
| Thompson | 710 | 660 | 465 |
| West Cambie | 790 | 435 | 270 |

*Data suppressed due to low numbers

Source: Statistics Canada, Census 2021



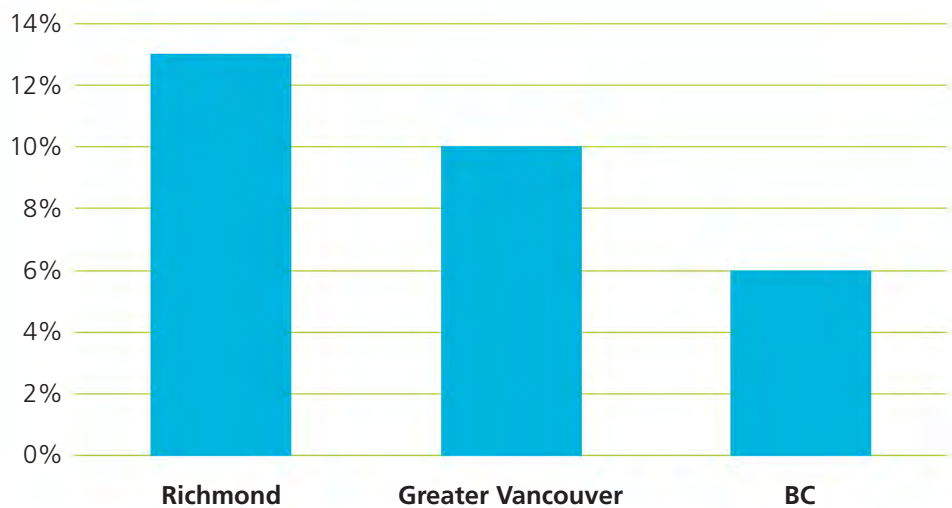
Indigenous Identity

In 2021, there were 1,545 people who identified as Indigenous in Richmond, representing 0.7% of the total population. Of the Indigenous population, there were 270 children between birth and 14 years of age, representing 1% of the total number of children in this age range in Richmond. These 270 individuals include 165 people who identified as First Nations, 95 who identified as Métis, and 10 individuals who selected multiple Indigenous responses.

Immigrant Population

In 2021, 125,600 Richmond residents, representing 60% of the population, identified as immigrants, a term which refers to people who have been granted the right to live in Canada permanently by immigration authorities. Among children aged 14 years and younger, 3,555 or 13% were immigrants compared to 10% in Greater Vancouver and 6% in BC (Figure 2). These proportions are consistent with the percentages reported in the 2016 Census.

Figure 2: Percentage of Immigrants Amongst Children Aged 0 to 14 Years, 2021



Source: Statistics Canada, Census 2021

Language

In Richmond, the majority of children and youth under 14 years of age are able to hold a conversation in English. However, there were still a significant number of children who were not proficient in the English language. City Centre, Blundell and West Cambie neighbourhoods had the greatest proportion of children who were not able to have a conversation in English or French, at 9%, 8% and 8% of the population respectively (Table 2).

Table 2: First Official Language(s) Spoken by Children Aged 0 to 14 Years, 2021

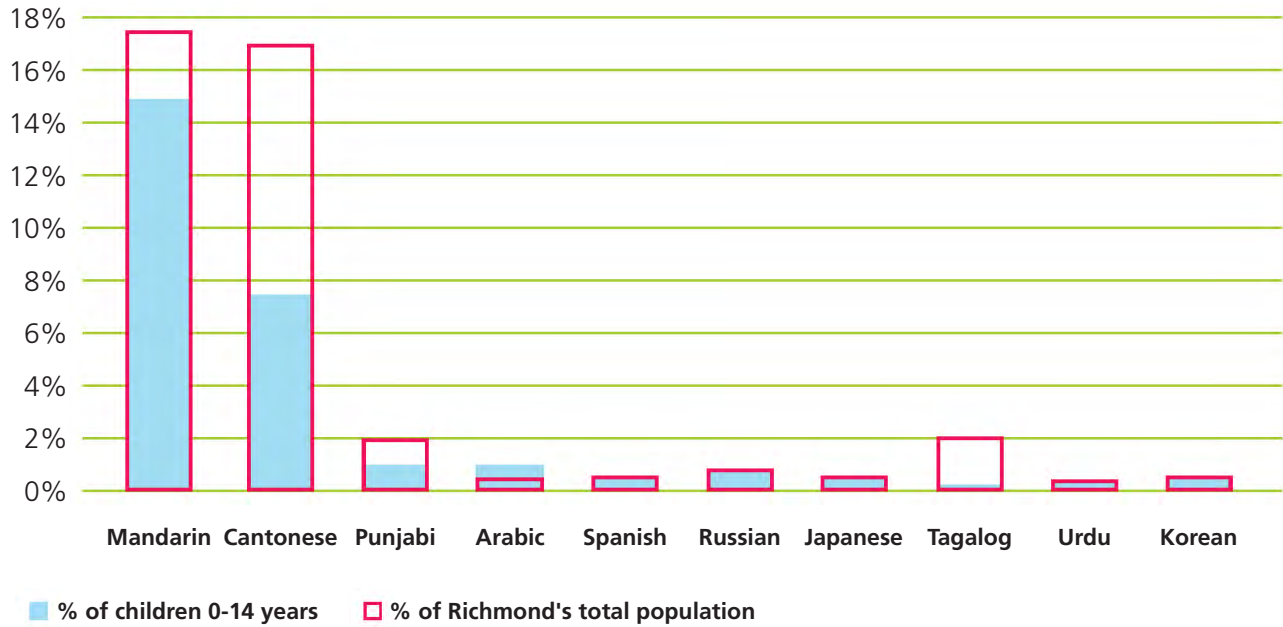
| Planning Area | First Official Language(s) Spoken | | |
|---------------|-----------------------------------|----------------------------|-----------------------------------|
| | English | Neither English nor French | % with Neither English nor French |
| Richmond | 28,040 | 1,750 | 6% |
| Blundell | 2,605 | 195 | 8% |
| Bridgeport | 565 | 35 | 6% |
| Broadmoor | 3,190 | 185 | 6% |
| City Centre | 6,975 | 630 | 9% |
| East Cambie | 1,460 | 65 | 4% |
| East Richmond | 505 | 35 | 7% |
| Fraser Lands* | – | – | - |
| Gilmore* | 50 | – | 0% |
| Hamilton | 830 | 35 | 4% |
| Sea Island | 135 | – | 0% |
| Seafair | 2,220 | 110 | 5% |
| Shellmont | 1,660 | 70 | 4% |
| Steveston | 3,925 | 110 | 3% |
| Thompson | 2,190 | 120 | 6% |
| West Cambie | 1,710 | 140 | 8% |

*Data suppressed due to low numbers

Source: Statistics Canada, Census 2021

In Richmond, the most common languages spoken at home, other than English, by children 14 years of age and under were: Mandarin, Cantonese, Punjabi, Arabic and Spanish. When looking at the population of Richmond as a whole, the most common languages spoken at home were: Mandarin, Cantonese, Tagalog, Punjabi and Taiwanese. Figure 3 illustrates the languages most commonly spoken at home comparing, children 14 years of age and under to the total population.

Figure 3: Language Spoken Most Often at Home Other than English by Children Aged 0 to 14 Years Compared to the Total Population in Richmond, 2021



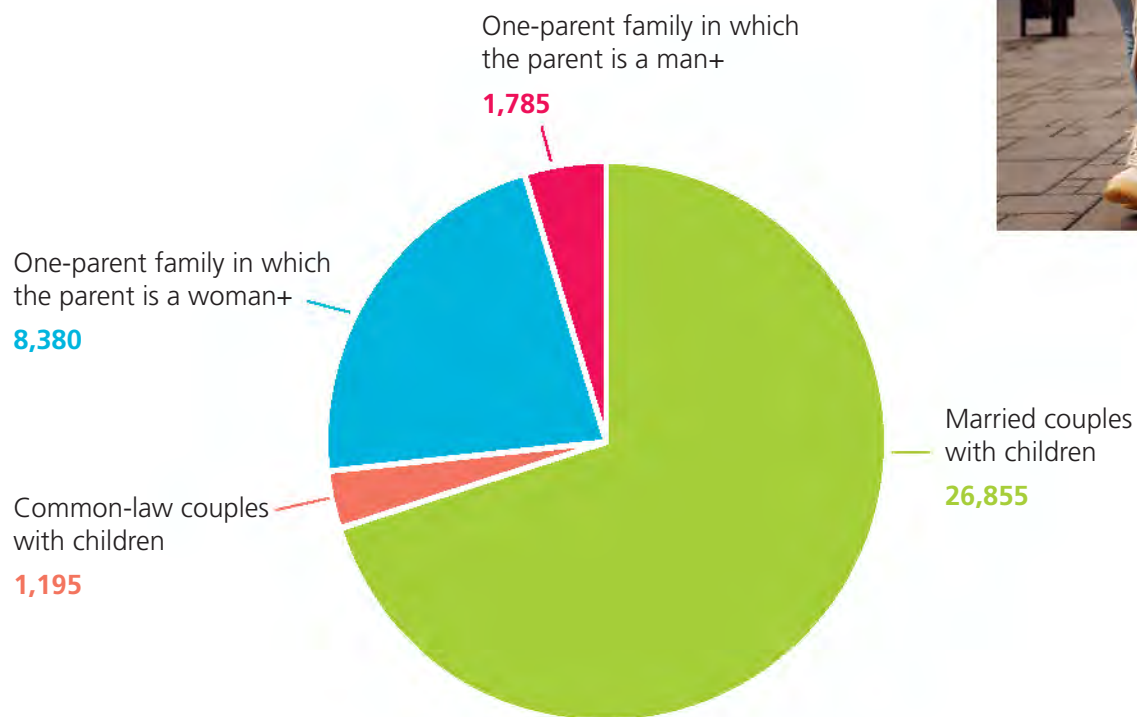
Source: Statistics Canada, Census 2021

While 18% of Richmond's population speaks Mandarin most commonly at home, only 15% of children 14 years of age and under do so. This difference is more pronounced amongst Cantonese speakers where 18% of Richmond's population speaks Cantonese most commonly at home, where as only 8% of children 14 years of age and under do. How long ago the child or child's parents immigrated to Canada may influence what language a child speaks most commonly at home.

Family Composition

In Richmond in 2021, there were 38,215 families with children. Of these, the majority (70%) were married couples with children, representing 26,855 families. There were also 10,165 one-parent families, which represented approximately a quarter (27%) of all families with children in Richmond (Figure 4). Of the one-parent families, 8,380 were families where the parent was a woman and 1,785 were families where the parent was a man. The terms woman or man throughout this document refer to self-identified gender and may include those who identify as non-binary.

Figure 4: Composition of Families with Children in Richmond, 2021¹⁰



Source: Statistics Canada, Census 2021

¹⁰ Based on Statistics Canada's definitions used in the 2021 Census, the term "man+" includes men (and/or boys), as well as some non-binary persons, and the term "woman+" includes women (and/or girls), as well as some non-binary persons.





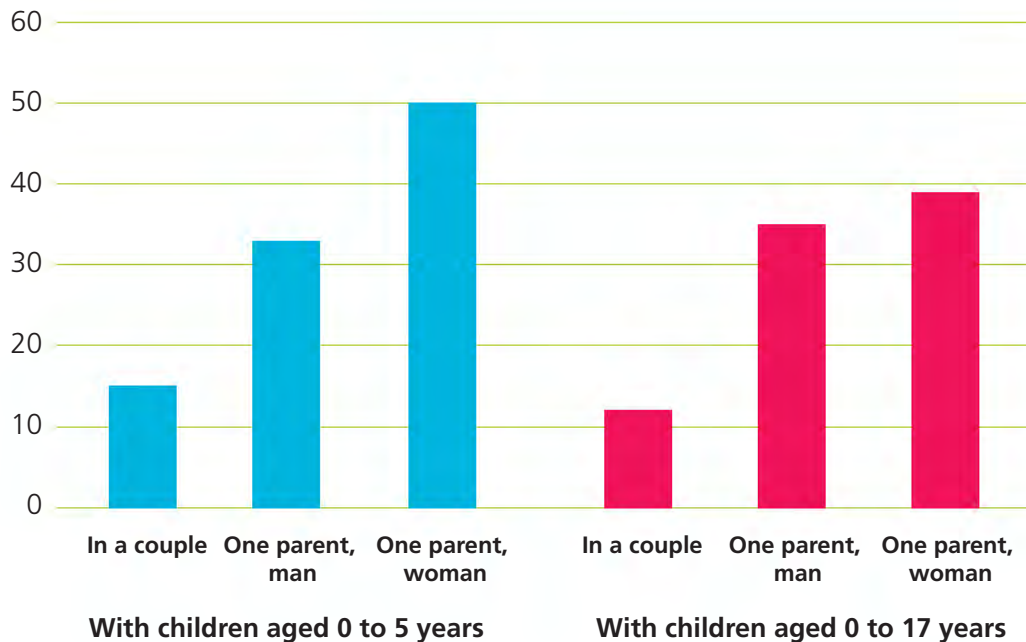
Median Income

As identified in the 2021 Census and based on 2020 income data, the median reported annual household income in Richmond was \$79,000. Median incomes vary significantly depending on household type. For couples with children, the median income was significantly higher at \$115,000. In contrast, one-parent families had much lower median incomes – \$63,600 for one-parent families in which the parent was a woman and \$71,500 for one-parent families in which the parent was a man.

Low Income

Factors such as family structure, parental level of education and a child’s age affects how likely a family is to be living with low income. For families with young children, factors such as high child care costs create barriers to full-time employment, which disproportionately affects one-parent families. Of families with children, one-parent families in which the parent was a woman with children under five were more likely to be living with low income than any other type of family (Figure 5). In total, half (50%) of single parents (in which the parent is a woman) with children under five and one third (33%) of single parents (in which the parent is a man) with children under five were considered low-income in Richmond, compared to 15% of couples with children in this same age range.

Figure 5: Prevalence of Low-Income by Family Type in Richmond, 2021



Source: Statistics Canada, Census 2021

The prevalence of children and youth (aged 0 to 17) in low-income households varied significantly depending on the area in which they lived. The proportion of children (0 to 5 years) in low-income families in Richmond ranged from 28% in Blundell to 6% in Shellmont (See Table 3). Factors including the prevalence of rental housing stock; the average monthly rental rate; and proximity to public transportation and other community resources, may affect the prevalence of low-income households in a particular planning area and in turn the prevalence of children in low-income households.

Table 3: Prevalence of Children and Youth Aged 0 to 17 Years in Low-Income Households in Richmond by Planning Area, 2021

| Planning Area | 0 to 5 | | 6 to 10 | | 11 to 17 | |
|-----------------|------------------|---|------------------|---|------------------|---|
| | # of Individuals | Prevalence of low income households (%) | # of Individuals | Prevalence of low income households (%) | # of Individuals | Prevalence of low income households (%) |
| Richmond | 1,830 | 18 | 1,785 | 18 | 2,220 | 16 |
| Blundell | 245 | 28 | 195 | 21 | 225 | 16 |
| Bridgeport* | - | - | - | - | - | - |
| Broadmoor | 160 | 16 | 250 | 22 | 400 | 23 |
| City Centre | 640 | 21 | 525 | 23 | 690 | 23 |
| East Cambie | 50 | 10 | 55 | 12 | 65 | 7 |
| East Richmond | 45 | 20 | - | - | - | - |
| Fraser Lands* | - | - | - | - | - | - |
| Gilmore* | - | - | - | - | - | - |
| Hamilton* | - | - | - | - | - | - |
| Sea Island* | - | - | - | - | - | - |
| Seafair | 180 | 22 | 190 | 25 | 165 | 14 |
| Shellmont | 35 | 6 | 45 | 8 | 75 | 10 |
| Steveston | 140 | 12 | 195 | 13 | 225 | 10 |
| Thompson | 140 | 18 | 205 | 27 | 180 | 16 |
| West Cambie | 145 | 18 | 80 | 16 | 85 | 14 |

*Data suppressed due to low numbers

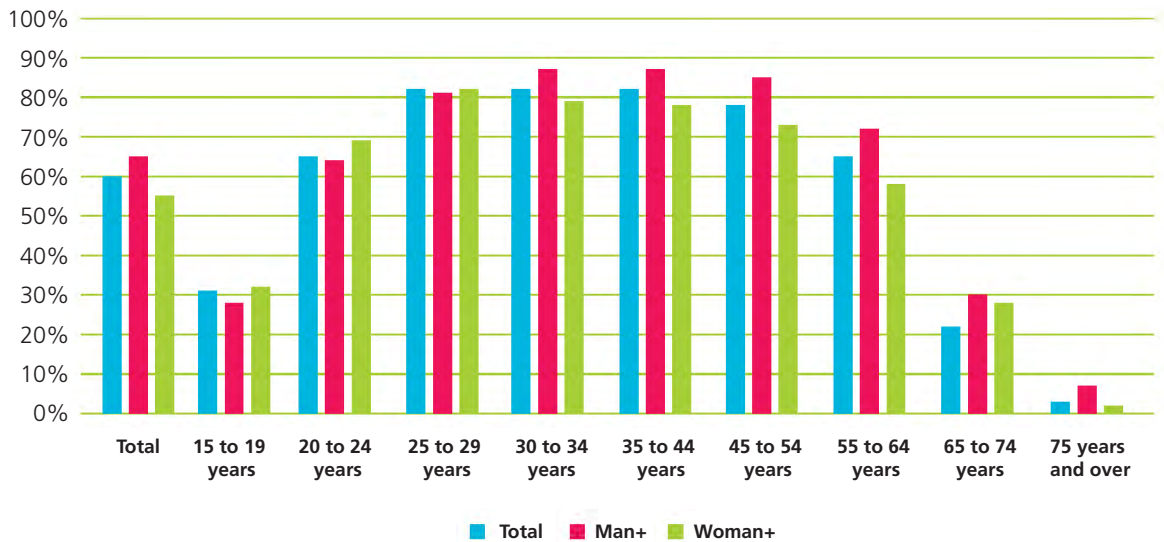
Source: Statistics Canada, Census 2021

Employment

In 2021, there were 108,470 people in the labour force in Richmond, representing a participation rate of 60.1%. Of these, 96,785 were employed and 11,685 were unemployed, which is equivalent to an unemployment rate of 11%. The following figure shows labour force participation rates in Richmond by self-identified gender. While labour force participation rates remain similar between men and women between the ages of 20 and 29, there is a more pronounced difference from age 30 onwards. For example, for men between 30 and 34, the labour force participation rate was 87.7%, whereas for women it was 79.7% (Figure 6). One of the factors contributing to lower labour force participation rates for women between 30 and 44 years of age is child care responsibilities.

Figure 6: Labour Force Participation Rates by Age and Gender in Richmond, 2021

Source: Statistics Canada, Census 2021



Vulnerability in Children (Human Early Learning Partnership)

The Human Early Learning Partnership (HELP) collects population-level data about children’s experiences and development through their Child Development Monitoring System. The Early Development Instrument (EDI) is a questionnaire completed by Kindergarten teachers for students in their classrooms. The questionnaire is based on five core areas of early childhood development: physical health and well-being, social competence, emotional maturity, language and cognitive development, and communication skills and general knowledge.

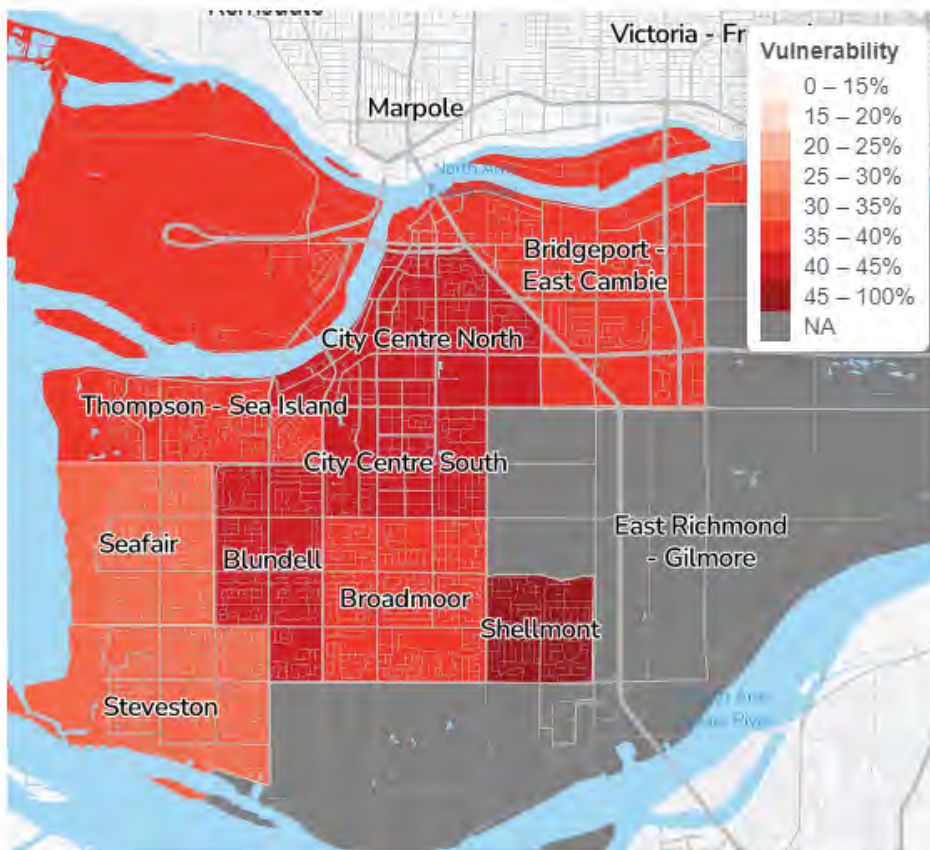
The data is collected in ‘waves’; Wave 8 of the EDI was collected between 2019 and 2022. The data collected for Richmond shows that 39.7% of Kindergarten children were on track in their overall development. However, 39.3% of children were found to be vulnerable on one or more EDI scales. Vulnerable on an EDI scale means the percentage of children who score below the 10th percentage

cut off in the area of development measured by that scale. In Richmond, 21.2% were in flux; these are the children who are neither on track nor vulnerable. According to HELP, children in the 'in flux' measure may or may not catch up to their peers who are on track and may benefit from additional supports. The overall level of child vulnerability in Richmond has increased in both the short and over the long term.

The data for BC overall shows that 32.9% of children were considered to be vulnerable on one or more scales of the EDI. Richmond had higher rates of vulnerability than the province on social competence, emotional maturity, and communication skills and general knowledge.

Figure 7 below shows the vulnerability levels for areas across Richmond. The darker the shade of red, the higher the number of children who are considered vulnerable overall. City Centre North, City Centre South, Shellmont and Blundell have the highest levels of vulnerability amongst children overall.

Figure 7: Map of overall EDI Vulnerability for Richmond, Wave 8



Source: <https://dashboard.earlylearning.ubc.ca/>



Community Engagement Methodology

Engagement with the community is crucial to identify the needs, opportunities and challenges in relation to child care in Richmond. A community engagement plan was created alongside members of the Child Care Strategy Advisory Committee and LevelUp Planning Collaborative. The goals of the community engagement were to:

- Hear from residents, parents and guardians, caregivers and those who work in the child care field to better understand the current and future needs for child care in Richmond; and
- Utilise the data to create a set of priorities and actions for the Child Care Strategy.

The public engagement plan utilised a multi-pronged approach, targeting different audiences through a variety of methods. For the first period of engagement, two online surveys were created: one survey aimed at residents, parents and guardians and one survey aimed at child care providers including owners, managers and employees of providers in Richmond. Feedback was also sought through focus groups, key informant interviews, outreach sessions and committee presentations.

Promotional materials were distributed to the Richmond community through social media, posters, postcards and digital ads. In total, 625 members of the community engaged with the City through various methods of engagement. 1,256 people visited the Let’s Talk Richmond child care project page and 354 people completed the online surveys. Table 4 summarizes participants by engagement activity:

Table 4: Number of Participants by Engagement Activity

| Type of Engagement Activity | # of Participants |
|--|-------------------|
| Interviews | 7 |
| Focus Groups | 47 |
| Community Outreach with Parents/Guardians/Caregivers | 54 |
| Professional Development Sessions for Child Care Providers | 100 |
| Committee Presentations | 63 |
| Survey (Residents, Parents, Guardians and Caregivers) | 299 |
| Survey (Child Care Providers) | 55 |
| Total | 625 |

Through the variety of techniques used, we were able to engage with a diverse range of people to understand the unique perspectives, needs and aspirations of those involved in the child care sector. The information collected through this public engagement process has been used to assess the needs for child care in Richmond and identify priorities and actions.

Online Let’s Talk Richmond Survey

The two surveys were available online through the Let’s Talk Richmond platform. The surveys were also available as a paper copy upon request or from Community Centres, Richmond Public Library branches and City Hall. The surveys were available from October 23 to December 6, 2023. Completed paper copies of the survey were accepted at Richmond Public Libraries, Community Societies and Associations, and City Hall during this time.

Resident, Parent and Guardian Survey

- The resident, parent and guardian survey sought information on the communities’ circumstances, needs, views and aspirations for child care in Richmond. The survey included questions about their child care arrangement, why they require child care, time spent on waitlists, affordability and how child care in Richmond could be improved.
- A total of 299 surveys were completed by the community and used in the analysis of the assessment of need.

Child Care Operator Survey

- The child care operator survey sought information about the facility, such as: types of programs they offer, operational times, enrolment and waitlists and information about fees and funding.
- A total of 55 child care operator surveys were completed and used in the analysis of the assessment of need.

Additional Engagement Activities

Feedback was also sought through a range of outreach and interview methods, held both in person and online. A summary of these is provided below.

Committee Meetings

Presentations were given at a range of committee and board meetings, including the individual board meetings of the Community Association and Societies that provide programs and services at the City’s community centres, the Child Care Development Advisory Committee, the Richmond Intercultural Advisory Committee, the Richmond Poverty Reduction Table and the Richmond Children First community table. A total of 63 participants representing 43 different organizations provided input through these various advisory committee presentations. Information was also shared with all City advisory committees, with contact details should anyone wish to provide feedback or have questions. This enabled input from a diverse range of individuals and organizations across Richmond, many of whom work directly with children and families.

Key Informant Interviews

Key informant interviews were conducted with seven participants who have extensive experience, knowledge or unique perspectives in the child care sector.

Focus Groups

Seven focus group sessions were held with a total of 47 participants attending. Sessions were held with child care providers, community partners and parents including City of Richmond staff, newcomers and recent immigrants, with one session being held in Mandarin.

Community Outreach

Outreach sessions were held at family programs and community centres including:

- Strong Start programs at Walter Lee Elementary, Currie Early Learning Centre, RM Grauer Elementary and Daniel Woodward Elementary;
- Parent and tot groups at Thompson and South Arm community centres;
- Storytime at Richmond Public Library;
- Family First Music Group at Richmond Family Place; and
- Outreach was also undertaken at three professional development workshops for child care providers organized by Richmond Child Care Resource and Referral.

These outreach sessions allowed engagement with parents, grandparents and caregivers to hear their perspectives and experiences within the child care sector.



Assessment of Need

The assessment of child care needs for this Strategy comprises two components:

- 1. Child care space supply:** Analysis of the supply and demand for child care in Richmond and the potential need using child care space data and the demographics of the community.
- 2. What the Community Says:** Summary and analysis of the feedback received during the community engagement process, through the public surveys, key informant interviews, outreach sessions and focus groups.

Child Care Space Supply

Changes in Child Care in Richmond from 1995 to Present

Since the first Richmond Child Care Needs Assessment in 1995, the supply of child care spaces has increased substantially. In 1995, there were 2,436 licensed child care spaces in the City. By 2001, the number had increased to 3,216; by 2009 this had increased to 3,974. In 2016, the number of licensed child care spaces had increased to 5,802 and in 2023 there were 9,103 licensed child care spaces in Richmond. This represents a 274% increase in spaces from 1995 to 2023, or an increase of 6,667 licensed spaces.

All types of child care programs have seen increases in the number of spaces, with the exception of Family Child Care and Occasional Care, both of which have seen a decrease in the number of spaces between 1995 to 2023 (Table 5).



Table 5: Child Care Spaces by Program Type 1995–2023*

| Type of Care | # of Spaces 1995 | # of Spaces 2001 | # of Spaces 2009 | # of Spaces 2016 | # of Spaces 2023 | Change 1995–2023 | % Change 1995–2023 |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Group Care (Under 36 Months) | 66 | 92 | 166 | 664 | 2,045 | +1,979 | +2,998% |
| Group Care (30 Months to School Age) | 408 | 576 | 1,333 | 2,103 | 3,829 | +3,421 | +838% |
| Group Care (School Age) | 775 | 1,062 | 1,228 | 1,666 | 2,100 | +1,325 | +171% |
| Family Child Care | 377 | 537 | 434 | 341 | 167 | -210 | -56% |
| In-home Multi-age Care | 0 | 0 | 64 | 81 | 79 | +79 | 0% |
| Multi-age Care | 0 | 0 | 24 | 88 | 104 | +104 | 0% |
| Preschool | 600 | 820 | 689 | 819 | 763 | +163 | +27% |
| Occasional Care | 155 | 104 | 36 | 40 | 16 | -139 | -90% |
| Total Licensed Spaces | 2,426 | 3,216 | 3,974 | 5,802 | 9,103 | +6,677 | 275% |

*Source of data for 1995, 2001 and 2009 population figures was Richmond School District population projections (cited in 2009–2016 Child Care Needs Assessment). Source for 2016 figures was BC Stats PEOPLE Projections. Source for 2023 data was the 2021 Census Data.



The number of children aged 0–2 years has decreased by 425 children when compared to the 2016 Census Data. However, the number of children aged 3–5 years and school age children aged 6–12 years has increased. Overall, the number of children aged 0–12 in Richmond has increased by 570 children since 2016.

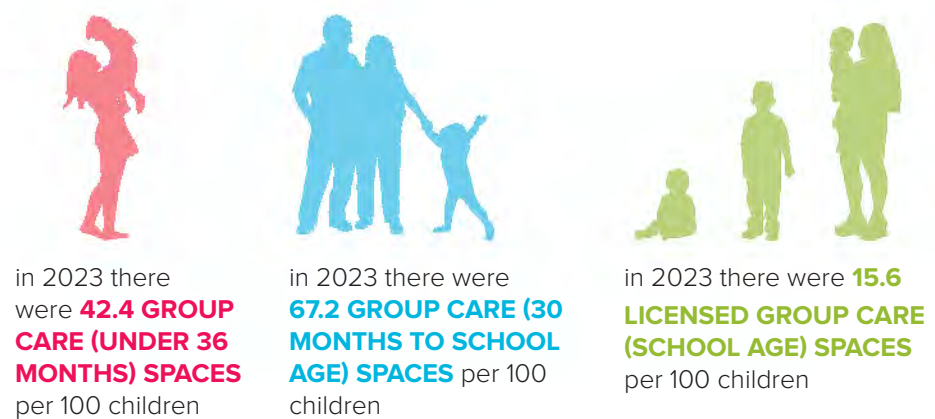
The number of licensed child care spaces per 100 children aged 0–12 years is 38, which means there are child care spaces available for approximately 38% of the child population in Richmond. While the number of children aged 0–12 has fluctuated slightly between 1995 and 2023, the overall number of spaces per 100 children has increased substantially, from just 10 spaces per 100 children in 1995. This has also increased since 2022, which had a rate of 35.6 child care spaces per 100 children in Richmond (Table 6).

Table 6: Number of Child Care Spaces by Child Population

| Type of Child Care License | Number of Licensed Child Care Spaces | Child Population Per Age Group | Child Care Spaces per 100 Children |
|--------------------------------------|--------------------------------------|--------------------------------|------------------------------------|
| Group Care (Under 36 Months) | 2,045 | 4,825 | 42.4 |
| Group Care (30 Months to School Age) | 3,829 | 5,700 | 67.2 |
| Licensed Group Care (School Age) | 2,100 | 13,430 | 15.6 |
| Total* | 9,103 | 23,955 | 38 |

*Source Statistics Canada Census, 2021.

* Total includes all licensed child care in Richmond.



2021–2031 Richmond Child Care Action Plan Targets and Supply

The 2021–2031 Richmond Child Care Action Plan set a target to increase licensed child care spaces in Richmond by 3,688 spaces between 2021 and 2031. Table 7 below shows that significant progress has already been made to achieve these targets, with 85% of the total number of licensed child care spaces being met by 2023.

Table 7: 2031 Licensed Child Care Space Targets Compared with 2023 Supply

| Type of Care | 2031 Target | 2023 Supply | Target Met % |
|---------------------------------------|---------------|--------------|--------------|
| Group Care – Under 36 Months | 1,774 | 2,045 | 115% |
| Group Care – 30 Months to School Age | 3,937 | 3,829 | 97% |
| Group Care – School Age | 3,791 | 2,100 | 55% |
| Occasional Care | 58 | 16 | 28% |
| Licensed Child Minding | 24 | 0 | 0% |
| Multi-Age Child Care – Overnight Care | 8 | 0 | 0% |
| Total* | 10,710 | 9,103 | 85% |

*Includes all types of child care, including licensed preschool, multi-age care, in-home multi-age care and family child care.

Distribution by Planning Area

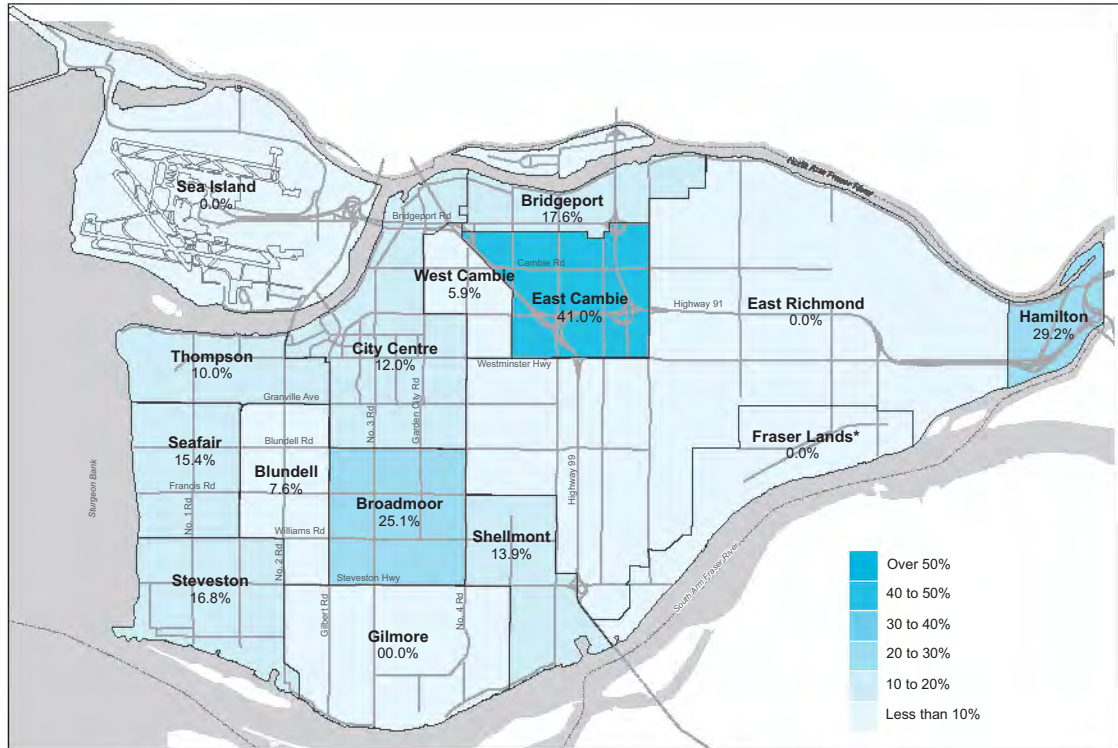
In 2023, child care spaces were available in all of the 15 City Planning Areas in Richmond as outlined in Table 8. The largest increases in licensed child care spaces since 2016 were seen in East Cambie, with an increase of 1,088 spaces, and City Centre, with an increase of 966 between 2016 to 2023. Bridgeport also saw a large relative increase in child care spaces between 2016 to 2023, with a percentage increase of 573%, from 37 spaces in 2016 to 249 spaces in 2023. The only planning area which has seen a loss in the total child care spaces between 2016 and 2023 was in Hamilton, with a loss of nine spaces since 2016; however this only equates to a 3% decrease in the area.

Table 8: Child Care Spaces by Planning Area by Type of Care (2016–2023)

| | Group Care-Under 36 Months | Group Care 30 months to School Age | Group Care School Age | Family Child Care | In-home Multi-age Care | Multi-age Care | Preschool | Occasional Care | Total | % change 2016–2023 |
|---------------|----------------------------|------------------------------------|-----------------------|-------------------|------------------------|----------------|------------|-----------------|--------------|--------------------|
| Sea Island | 58 | 47 | 0 | 0 | 0 | 0 | 94 | 0 | 199 | +201% |
| Thompson | 50 | 118 | 113 | 0 | 8 | 16 | 71 | 0 | 376 | +8% |
| Seafair | 32 | 105 | 164 | 14 | 16 | 8 | 113 | 16 | 468 | +14% |
| Steveston | 124 | 328 | 347 | 42 | 16 | 0 | 113 | 0 | 970 | +11% |
| Blundell | 58 | 177 | 103 | 14 | 7 | 8 | 17 | 0 | 384 | +21% |
| Broadmoor | 156 | 244 | 407 | 28 | 8 | 56 | 117 | 0 | 1,016 | +9% |
| Gilmore | 60 | 186 | 0 | 0 | 0 | 0 | 7 | 0 | 253 | +58% |
| Shellmont | 180 | 226 | 114 | 21 | 8 | 8 | 0 | 0 | 557 | +98% |
| City Centre | 630 | 1,078 | 362 | 0 | 8 | 0 | 97 | 0 | 2,175 | +80% |
| West Cambie | 70 | 189 | 42 | 21 | 0 | 0 | 20 | 0 | 342 | +47% |
| East Cambie | 486 | 711 | 287 | 7 | 8 | 0 | 44 | 0 | 1,543 | +239% |
| Bridgeport | 64 | 114 | 44 | 7 | 0 | 0 | 20 | 0 | 249 | +573% |
| East Richmond | 36 | 246 | 0 | 7 | 0 | 0 | 20 | 0 | 309 | +42% |
| Fraser Lands | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0% |
| Hamilton | 29 | 60 | 117 | 6 | 0 | 8 | 30 | 0 | 250 | -3% |
| Total | 2,045 | 3,829 | 2,100 | 167 | 79 | 104 | 763 | 16 | 9,103 | +57% |

The following figures show the number of licensed child care spaces by program type, per the number of children in that area (Figures 8, 9, 10 and 11). Some areas have child care spaces for over 100% of the child population in the area. This means that for some areas, such as East Cambie, there are more child care spaces for Group Care under 36 Months and Group Care 30 Months to School Age than there are children between 0-5 years.

Figure 10: Number of Group Care School Age Spaces per 100 Children by Planning Area*

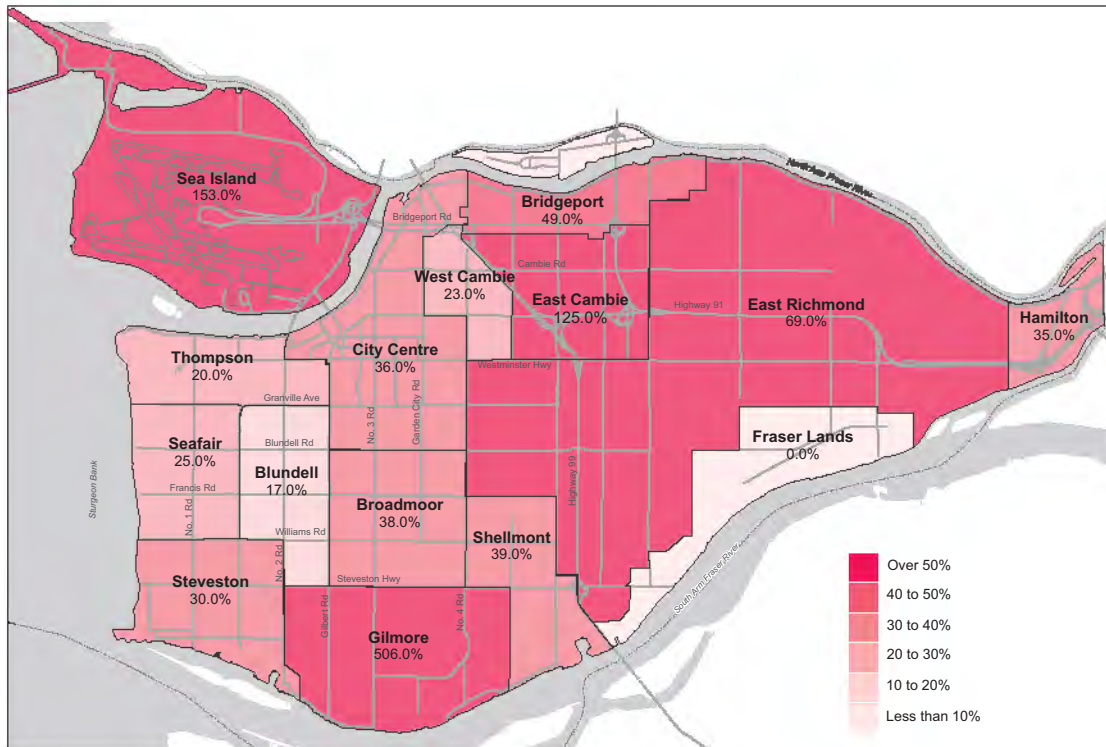


*Population data suppressed due to low numbers.

*includes both Group Care – School Age and School Age Care on School Grounds



Figure 11: Total Number of Child Care Spaces per 100 Children by Planning Area*



*Population data suppressed.

* Includes all types of child care, including licensed preschool, multi-age care, in-home multi-age care and family child care.

Regional Comparison

Metro Vancouver Regional Planning published their 2023 Survey of Licensed Child Care Spaces for Metro Vancouver. The survey finds that the number of children under the age of 12 is expected to continue to grow by 1.1% by 2028. The survey finds that in 2023, the number of child care spaces in Metro Vancouver grew by 33%, from 60,970 spaces in 2019 to 81,235 in 2023. This equates to an average of 25.1 spaces per 100 children 12 and under, which is an increase of 6.5 spaces per 100 children 12 and under from 2019.

The table below, taken from the 2023 Survey of Licensed Child Care Spaces in Metro Vancouver, shows the estimated number of children in 2023 as estimated by Metro Vancouver Regional Planning and the estimated number of child care spaces, taken from Fraser Health and Vancouver Coastal Health in May 2023.

The rate of growth in child care spaces in Metro Vancouver between 2019–2023 is much higher than between 2011–2019 (Table 8). Metro Vancouver considers that this is likely to have been a direct impact of the ChildCareBC program and the increased amount of provincial and federal funding contributed towards child care space creation and enhancement.



Table 9: Estimated Number of Children (0–12) and Child Care Spaces in Metro Vancouver, 2023

| Geographic Area | 2023 Estimated # of children 0–12 years | Estimated # of child care spaces | Estimated Child Care Spaces per 100 children 0–12 years |
|--------------------------------------|---|----------------------------------|---|
| Anmore | 266 | 91 | 34.2 |
| Belcarra | 25 | 0 | 0 |
| Burnaby | 29,056 | 6,433 | 22.1 |
| Coquitlam | 19,118 | 5,299 | 27.7 |
| Delta | 13,573 | 3,041 | 22.4 |
| Langley City | 4,301 | 1,280 | 29.8 |
| Langley Township | 21,108 | 5,303 | 25.1 |
| Lions Bay | 165 | 40 | 24.2 |
| Maple Ridge | 13,954 | 3,316 | 23.8 |
| New Westminster | 9,206 | 3,164 | 34.4 |
| North Vancouver City | 6,832 | 1,930 | 28.2 |
| North Vancouver District | 12,267 | 4,156 | 33.9 |
| Pitt Meadows | 2,858 | 1,260 | 44.1 |
| Port Coquitlam | 8,207 | 2,794 | 34.0 |
| Port Moody | 4,519 | 1,277 | 28.3 |
| Richmond | 24,507 | 8,521 | 34.8 |
| Surrey | 81,034 | 14,795 | 18.3 |
| Tsawwassen First Nation | 334 | 164 | 49.1 |
| University of British Columbia (UBC) | 1,951 | 996 | 51.1 |
| University Endowment Lands (UEL*) | 394 | 32 | 8.1 |
| Vancouver | 63,300 | 15,203 | 24.0 |
| West Vancouver | 5,114 | 1,732 | 33.9 |
| White Rock | 1,707 | 437 | 25.6 |
| Metro Vancouver Total | 323,796 | 81,264 | 25.1 |

*Source: Licensed spaces received directly from Child Care Centres in UEL (data as of September 2023). UEL does not record data.

The Metro Vancouver data shows that overall, the estimated number of child care spaces per 100 children in 2023 was 34.8 spaces for City of Richmond. Only Tsawwassen First Nation, UBC and Pitt Meadows had more licensed child care spaces per 100 children than the City of Richmond in Metro Vancouver, which is a significant achievement.

Community Response

To identify the current and future needs for child care in Richmond, the community was engaged through a range of methods. The primary forms of feedback were through two online surveys, key informant interviews, focus groups, outreach sessions and engagement sessions with various advisory and community committees. This section summarizes the feedback received, both written and verbally, through the surveys and through online and in-person events.



91%
OF RESPONDENTS
stated they **REQUIRED**
CHILD CARE so that
they could work.

Profile of Respondents (Parents, Guardians and Residents Survey)

In total, 299 people took the survey. The individuals who responded had the following characteristics:

- 79% of the respondents were parents;
- 76% of respondents reported they had a child care provider for their child/children;
- 97% of respondents live in Richmond;
- 60% of respondents are employed full time and 35% worked within Richmond;
- Over half of the respondents stated they used child care to enhance their child's development;
- The majority of respondents who had child care, stated their child was enrolled into child care five days a week; and
- 15 of respondents indicated that they are a parent to a child or children who require(s) extra support due to a developmental delay or disability.

Profile of Respondents (Child Care Provider Survey)

Fifty-five child care providers completed the survey. The respondents had the following characteristics:

- Managers (31%), employees (25.5%), operators (16%) and owners (16%) completed the survey;
- Over half of the respondents offered Group Care Under 36 Months and Group Care 30 Months to School Age programs;
- Less than 2% of the respondents offered occasional care or other forms of care;
- 53% of the respondents were from a non-profit child care facility and 36% were from a privately owned child care facility;
- 27% of the respondents utilised a City-owned facility for their child care facility; and
- 16% used a residential building for their child care facility and 16% used a commercial building.

“Our staff really are invested in providing the best quality care they can. They are also proud of what they do.”

– Child Care Provider Survey participant

“We strive to offer a very inclusive, supportive and community building programs.”

– Child Care Provider Survey participant

Quality of Child Care

Richmond parents, residents and child care providers were asked to share their thoughts about the strengths of the child care system, the quality of child care and how satisfied they were with various aspects of the current system in Richmond.

Some of the key strengths noted by parents, residents and child care providers included:

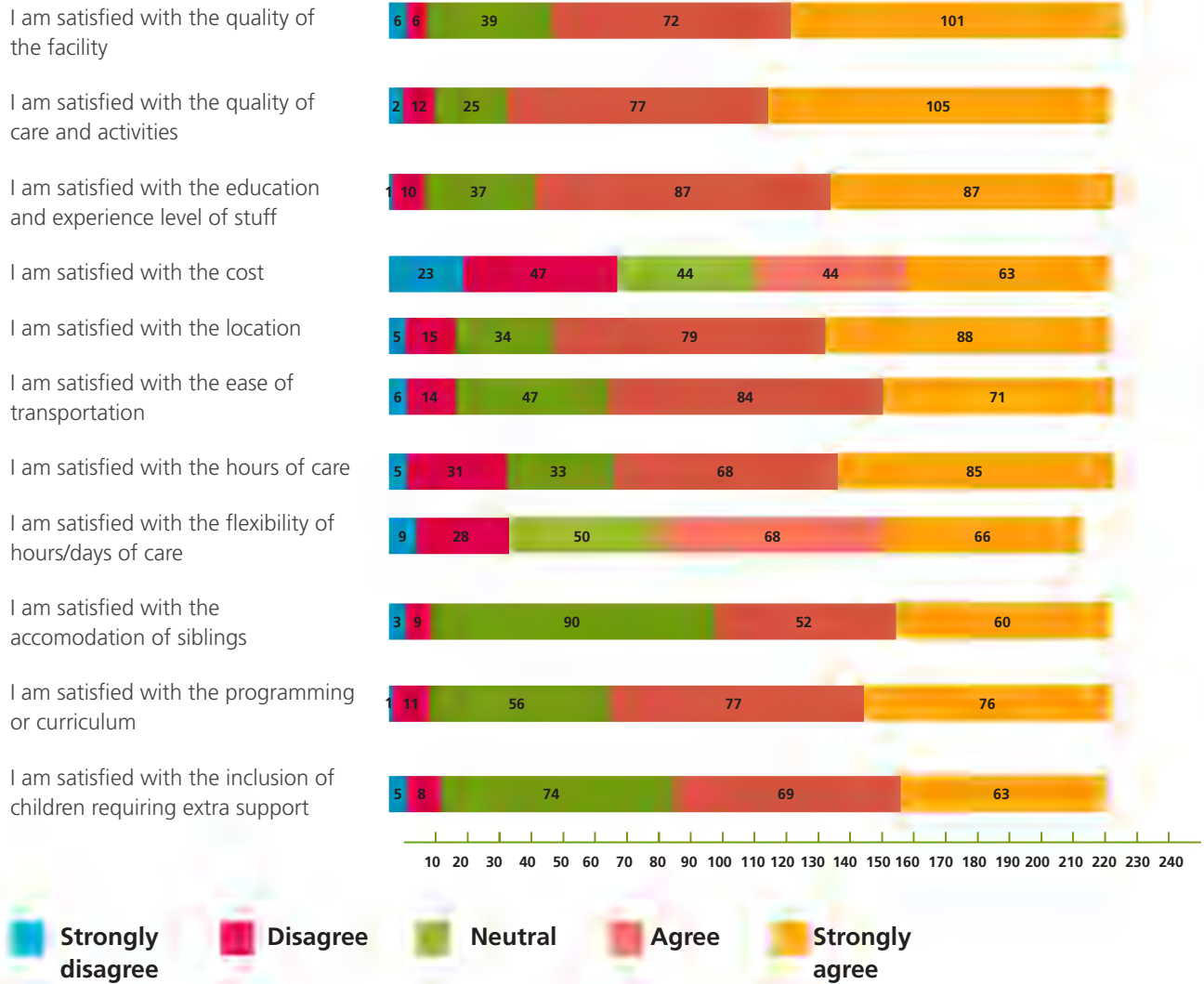
- Passionate employees that provided quality child care;
- Diverse types of child care, including multicultural and multilingual programs;
- A range of philosophy styles, including play-based, Montessori and outdoor-based programs;
- Sense of community in facilities to create supportive and nurturing environments;
- Support from the City of Richmond and commitment to working with the community and community partners to address child care needs; and
- Partnerships between the City and the School District were also noted as improving child care access for school-aged children.

When asked how satisfied the community was with the quality of care and activities their child receives at their child care in Richmond, 82% of parents, guardians and residents agreed or strongly agreed that they were satisfied. Figure 12 summarizes satisfied levels of parents, guardians and residents, based on a variety of aspects and characteristics.



Figure 12: Satisfaction with Child Care Arrangement

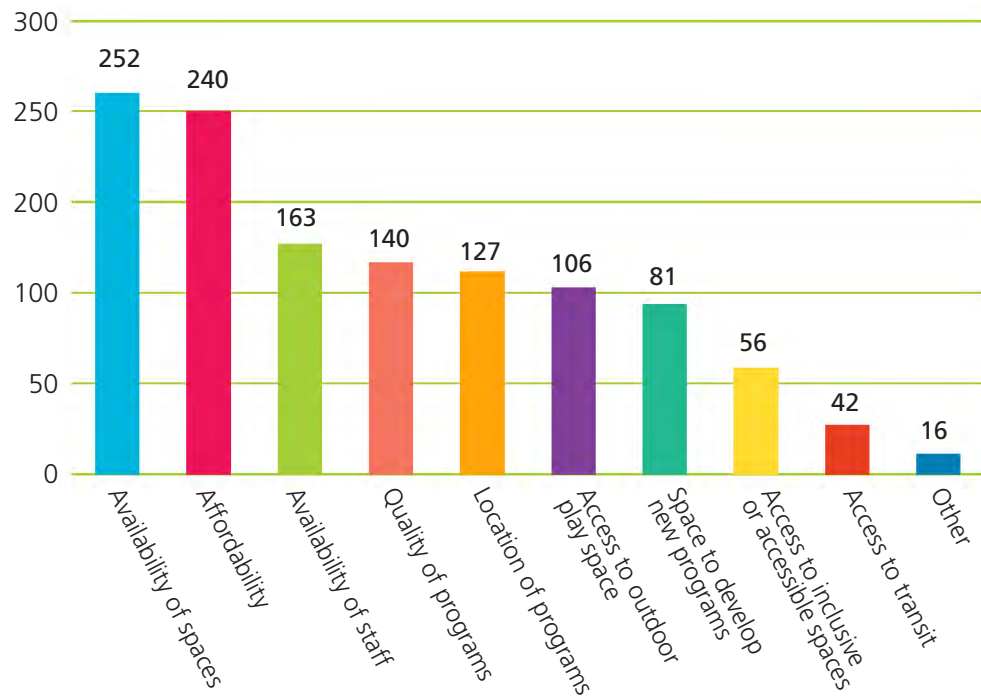
How satisfied are you with your child/children’s current child care arrangement?



Key Challenges Facing the Community

Parents, guardians and residents were asked to identify what they considered were the key issues facing child care in Richmond. The key issues identified were the availability of spaces (85%), the affordability of child care (81%) and the availability of staff to work in child care facilities (55%) (Figure 13).

Figure 13: Key Issues for Child Care in Richmond for Parents, Guardians and Residents



In addition to the above, other challenges frequently raised by parents, guardians and residents during the engagement process included:

- Lack of flexible child care operating hours; and
- Difficulty accessing information and resources about finding child care.

For parents whose children require extra support, in addition to the top three challenges identified above, program location and staff availability were also key issues raised.

When asked what the key issues were in Richmond child care from the perspective of child care providers, they listed the same top three concerns, with the same priorities in a different order. Child care providers indicated availability of staff (69%), affordability (56%) and availability of spaces (33%) as their main concerns.

In addition to the above, child care providers also raised the following challenges:

- Quality of programs;
- Access to outdoor play space;
- Capital costs to open new child care facilities, expand existing and challenges with finding affordable rental space; and
- Facility issues such as outdated equipment and furnishings or challenging physical layouts of space.

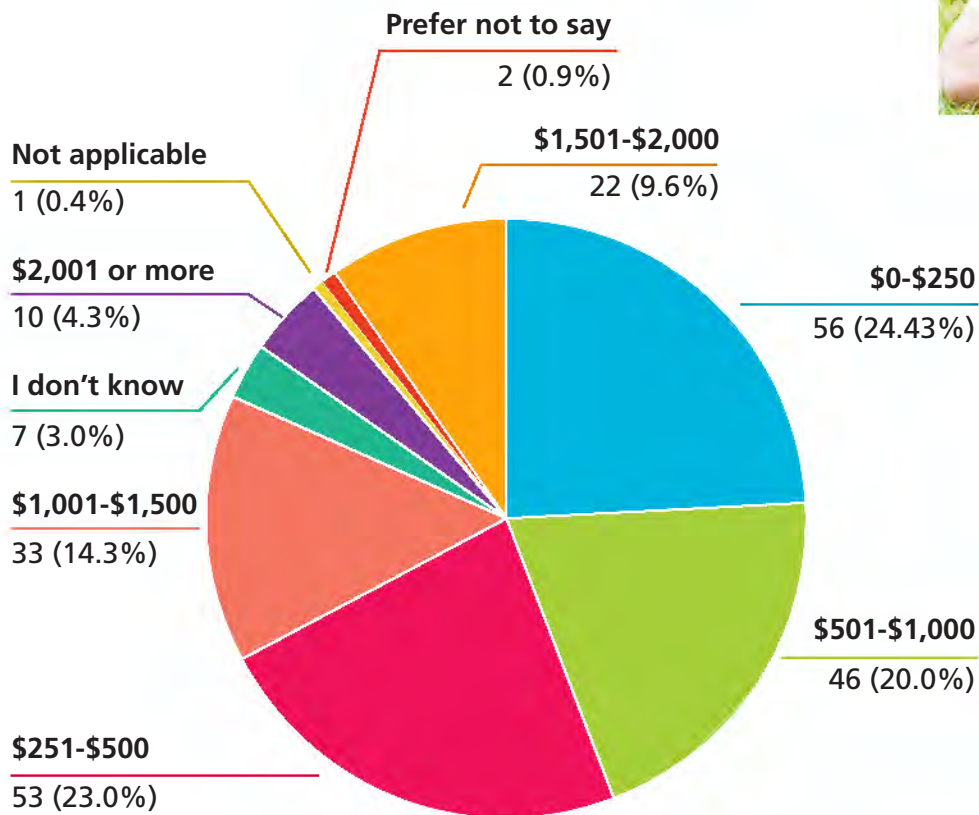
Affordability

Affordability of child care has been a challenge that has been raised by the community repeatedly, not just in Richmond but across Canada. Parents, guardians, residents and child care providers cited affordability as one of the key challenges in Richmond and many respondents had not obtained child care because they felt child care is too expensive.

Over two-thirds (63.7%) of parents and guardians paid \$1,000 per month or less for their child care (in total, not necessarily per child). Of this figure, 24.3% spent less than \$250 per month on child care. However, 21.6% reported they spend \$1,000 per month or more on child care (Figure 14).



Figure 14: Monthly Amount Parents Currently Spend on Child Care



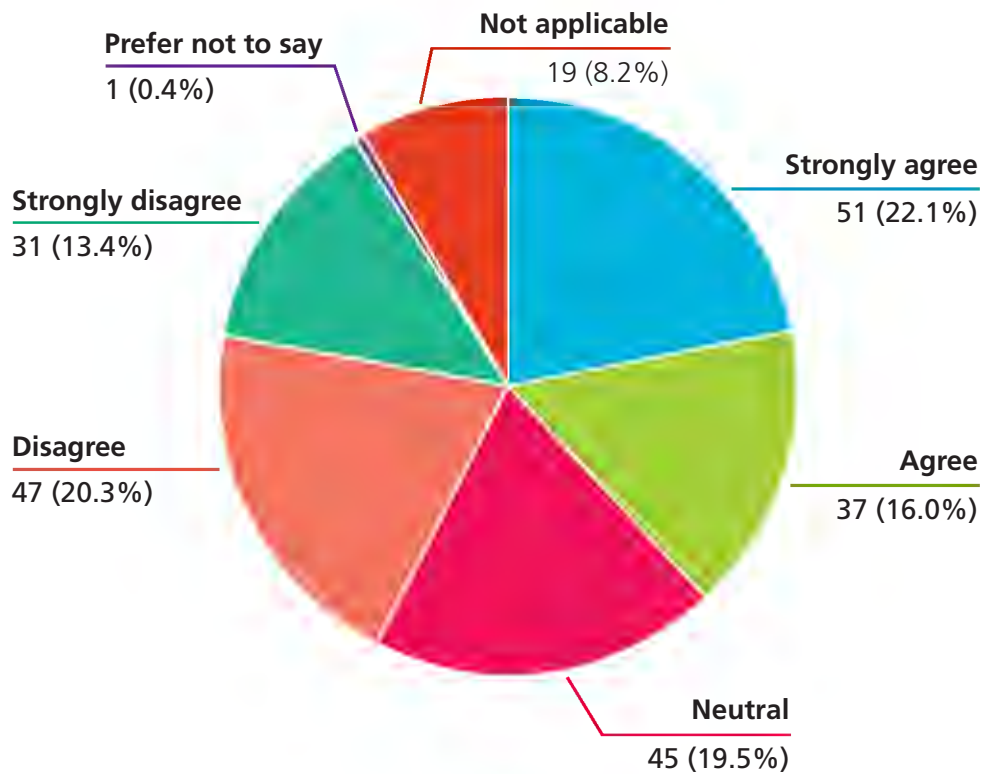
“\$10 a Day programs are now available, which makes child care more affordable.”

– Community partner

Respondents to the child care provider survey reported that after fee reductions, the majority of parents pay between \$201–\$1,000 per child per month for full time care at their facility. Respondents stated that a smaller number of parents (6.7%) paid over \$1,001 per child per month for full-time care. For part-time care, child care providers reported that almost half of parents pay between \$201–\$500 per child per month after fee reductions.

When asked whether families feel their child care arrangement is affordable to them, 38% agreed or strongly agreed that it was affordable. 34% disagreed or strongly disagreed that it was affordable (Figure 15). Disagreement or strong disagreement on the affordability of care was more evident among parents of children needing extra support, with nearly half (47%) disagreeing/strongly disagreeing with this statement.

Figure 15: Degree to which respondents feel their child care is affordable



As part of the Canada-wide Early Learning and Child Care Agreement, each province agreed to reduce average parent fees by 50% by December 2022 and reduce them to an average of \$10 a Day by 2025/2026.

The increasing availability of provincial fee reductions to child care, including the \$10 a Day initiative, was acknowledged as significant by some respondents. However, for some respondents, the rising cost of living in Richmond coupled with child care fees meant working while raising young children wasn't always financially beneficial.

Availability and Waitlists

The availability of child care in Richmond has improved significantly. There has been an increase from an average of 24 licensed child care spaces per 100 children in 2016, to 38 licensed child care spaces per 100 children in 2023, and an increase of 3,301 licensed spaces. However, the community engagement process revealed there are still challenges regarding the supply, the time it takes to secure a space, and the length of waitlists for child care spaces in Richmond.

In the last six months, enrolment at the respondents’ programs was at 100% of capacity for 42% of the programs (Figure 16). For private organizations, 25% reported they were at 100% capacity. For non-profit organizations, 59% reported they were at 100% capacity, with the other 41% of facilities reporting they were at 75–90% capacity. This shows that at the time of the survey, the non-profit child care facilities were all between 75 and 100% capacity (Figure 17).

“Private child care’s really expensive. What’s the point of going to work?”

– Outreach participant

Figure 16: Enrolment Levels at Private Organizations in the Past 6 Months

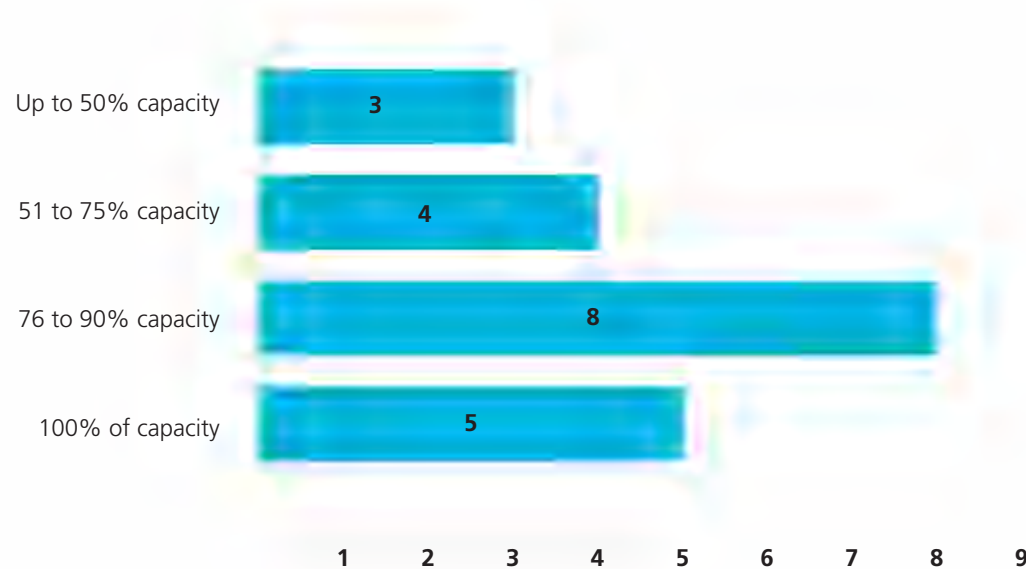
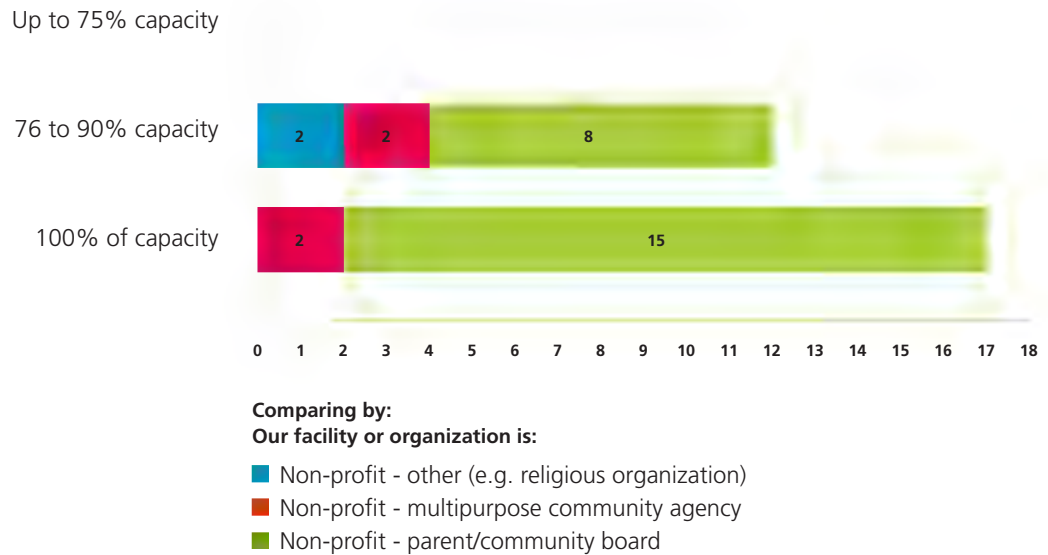


Figure 17: Enrolment Levels In the Past 6 Months At Non-Profit Organizations



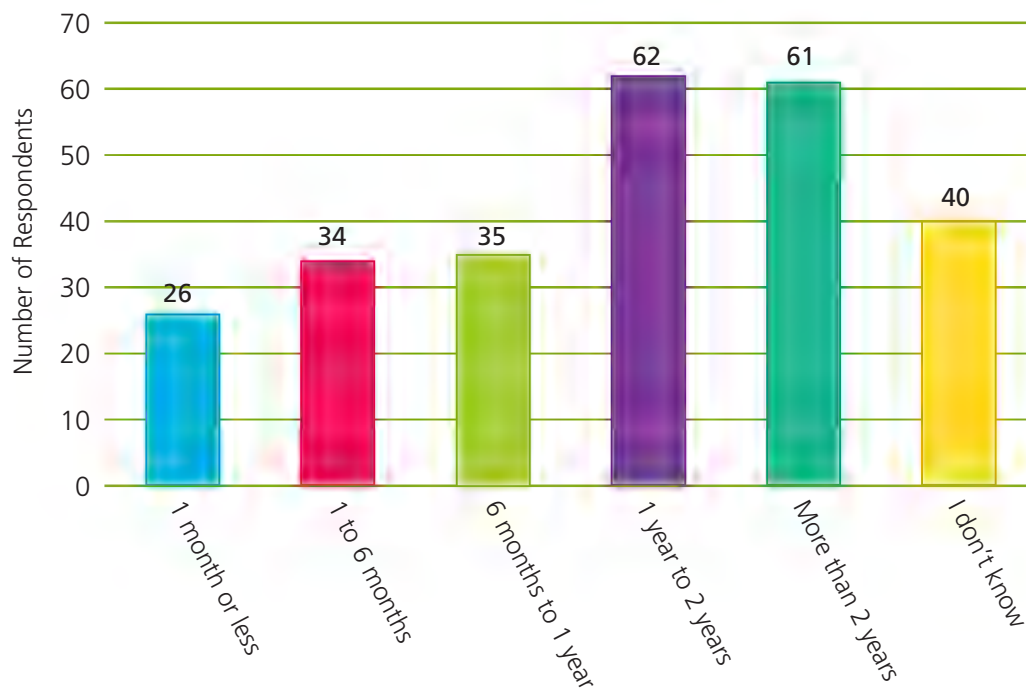
“Trying to contact day cares every day, been to 28... I tried anything I have, I want to go back to school.”

– Focus group participant
(Newcomers/Recent Immigrant)

When asked whether the participant currently had a child care provider for their child/children, 76% reported they did and 18.3% reported they did not. When asked if they have another person they can rely on to provide child care, over half of the respondents said no. For those that do not have a child care provider for their child, the majority relied on a grandparent for child care, followed by another parent or guardian.

The time taken to secure a child care space in Richmond can vary. Parents, guardians and residents were asked whether their child was on a waitlist at the time of the survey. A third of the participants indicated they had at least one child currently on a waitlist(s) for a child care space at the time of the survey. When asked about the wait time to secure a child care space in Richmond, almost 50% of the respondents noted that their child was or had been on a waitlist for one year or more, with nearly a quarter of respondents waiting for two years or more before they acquired a space (Figure 18). For parents who did not currently have child care, the majority said their child was currently on two or more waitlists. Furthermore, 16.4% of child care providers revealed they currently had more than 500 children on their waitlist.

Figure 18: Length of Time on a Waitlist for a Child Care Space



Challenges in finding available spaces were also identified by participants in the focus group for newcomers and recent immigrants. Some parents and guardians stated they had limited family supports in Canada and as a result, child care was frequently the responsibility of one parent, often the mother, while the other parent finds employment. Participants noted that long waitlists for child care make it challenging to find work or go to school. Parents also cited difficulty in making plans for the future without child care. As noted by respondents, the impact of this is that many newcomers resort to informal or unlicensed child care.

Accessible and Inclusive Care

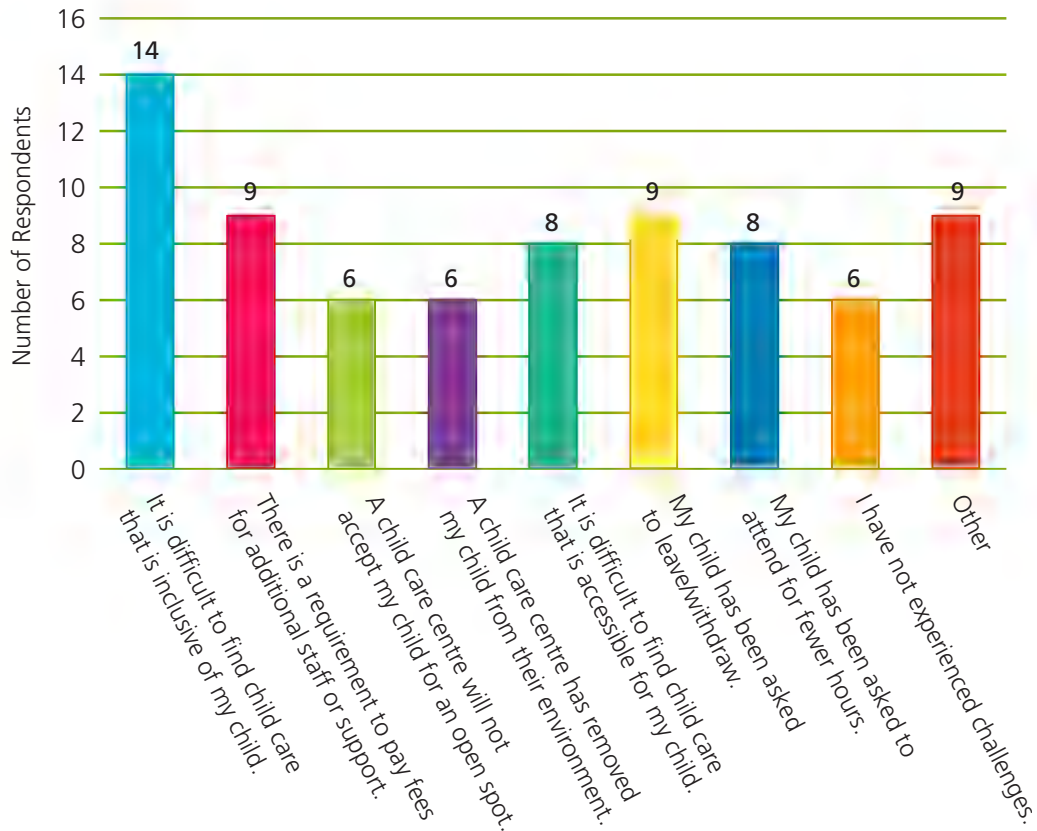
While many participants praised their child care providers for being inclusive and welcoming, some families also felt that many child care providers needed to be more welcoming of all children. Parents commented that children had been turned away from programs due to requiring extra support or required to pay additional fees for support workers. Cultural awareness amongst providers was also raised, with respondents suggesting that more education and training is needed around cultural practices, types of care (such as trauma-informed approaches) and a wider variety of multilingual child care providers.

“Given various barriers and challenges, a lot of families have informal arrangements and unregulated spaces.”

– Key informant interview

Parents and guardians who self-identified that their child required extra support were asked to identify the challenges they have faced in securing child care. The challenges described are illustrated in Figure 19.

Figure 19: Challenges with Securing Spaces for Children who Require Extra Support



“More inclusion and accessibility in all programs is required...”

– Community partner

When asked whether their programs included children who require extra support, 72% of child care provider respondents currently included children who require extra support in their program. Alternately, 13% of respondents stated they did not include children who require extra support. Out of the 29 non-profit organizations, all of them had provided care for children with additional support needs within the last three years. In privately owned facilities only 12 (60%) had provided care for children with additional support needs within the last three years.

For programs that do not include children who require extra support, respondents cited that additional staffing and training were required to be able to include children who require extra support. For those programs that do include children who require extra support, the majority stated they receive funding and/or support from the Supported Child Development Program (SCDP). A number of those who completed the child care survey indicated that without this support from SCDP, they would not be able to successfully include children who require extra support.

55.9% of parents of children who needed extra support had used a SCDP consultant, 20.6% had not, and 17.6% indicated they were on a waitlist for one.

Staffing

Challenges with the recruitment and retention of Early Childhood Educators in BC are well documented. Findings from the recent report “Evaluation of Early Care and Learning Recruitment and Retention Strategy” indicate that while wages of ECE staff have been improving with initiatives such as the ECE Wage Enhancement, ECE staff are still paid less than similarly educated adults in BC. It is thought that these challenges could be contributing to ECEs leaving the sector and in turn creating a shortage of qualified staff. These staffing challenges were identified throughout the engagement by both parents and guardians and child care providers.

Child care providers reported that the three positions that are currently in the highest need are:

- Substitute or casual staff;
- Certified Special Needs Educators; and
- Certified Infant Toddler Educators.

A small number of respondents also stated that their facility has had to close programs, lower the capacity of the programs or reduce the hours of care due to a lack of certified staff. A larger number of respondents (20%) stated that they have not expanded programs due to a lack of certified staff.

In terms of staff wages, 81% of child care providers reported they accessed the Child Care Wage Enhancement. Before wage enhancement, as outlined in Table 10, the majority of child care providers paid between \$20.01–\$25.00 per hour for an ECE, with 30% paying between \$25.01–\$30.00 per hour. ECEs with an Infant/Toddler Certification and/or a Special Needs Certification were paid slightly more, with 42% of respondents stating they paid between \$25.01–\$30.00 per hour for this additional level of certification.

Table 10: Pay Range for Staff before Wage Enhancement (per hour)

| | Under \$20.00 | \$20.01–\$25.00 | \$25.01–\$30.00 | \$30.01 + |
|---------------------------------------|---------------|-----------------|-----------------|-----------|
| Supervisor/Manager | 4% | 21% | 36% | 40% |
| ECE | 6% | 61.5% | 30% | 2% |
| ECE with Infant/Toddler Certification | 4% | 51% | 42% | 2% |
| ECE with Special Needs Certification | 4% | 50% | 41% | 4% |
| ECE Assistant | 34% | 57% | 9% | 0% |
| Responsible Adult | 58% | 37% | 5% | 0% |

“Recognizing ECEs as essential educators that deserve the proper recognition and better supplementation and a raise is important.”

– Child Care Provider
Survey participant

“We must find ways to stay competitively attractive to qualified child care educators.”

– Child Care Provider
Survey participant

“Trying to attract responsible adult and/or part time staff is difficult, they do not qualify for the wage enhancements and so it’s hard to attract and retain these for after school programs they might not feel as valued as other staff as they don’t get the wage enhancement.”

– Community partner

“Could Richmond have an early childhood education program providing training and certification? We don’t currently have this in Richmond. People have to leave the community to train as an ECE.”

– Community partner

“More funding toward child care—affordable rental space—less capital cost to open a new centre.”

– Child Care Provider
Survey participant

The majority of child care providers also provided paid sick time and paid vacation time as part of employment benefits. A smaller number of respondents stated their facility provides retirement savings plan, overtime pay or time off in lieu of overtime pay. Competitive wages, benefits and opportunities for professional development were identified as ways to attract and retain more workers.

Funding

The costs associated with opening, operating and expanding a child care facility were frequently raised throughout the engagement process. Child care providers also cited a need for funding for additional support staff, staff training, and initial capital costs including furnishing, equipment and supplies.

There are a number of funding initiatives currently available to facilities and/or parents in BC, provided through the Province. The three main funding sources child care providers reported to be using were:

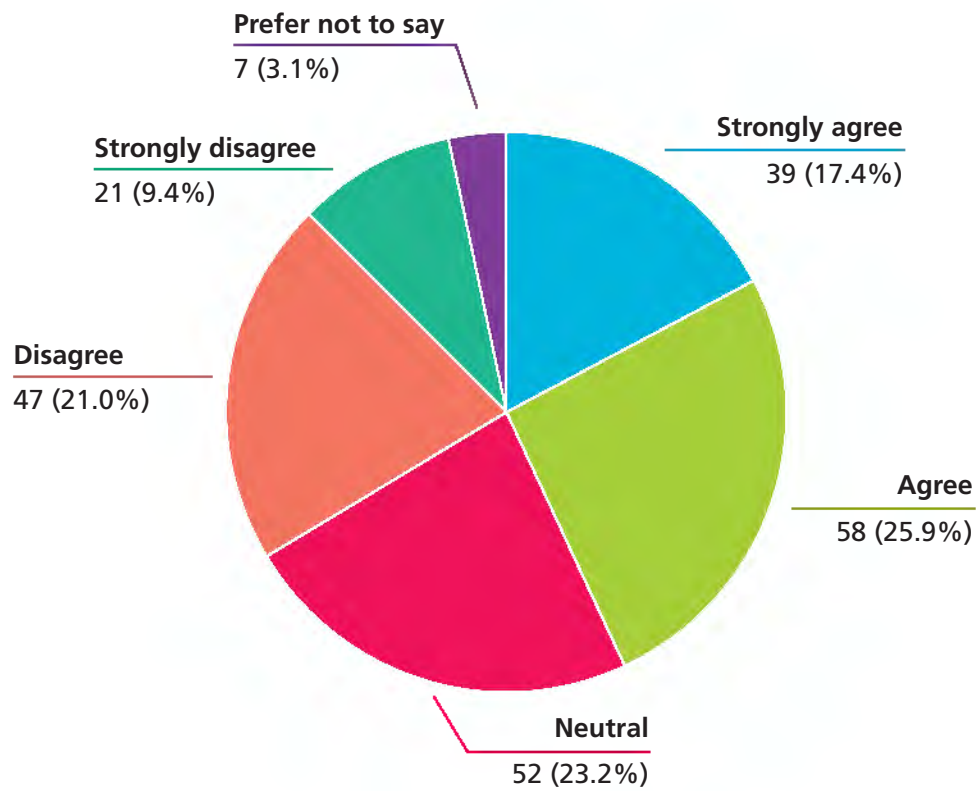
- Child Care Operating Funding
- Child Care Fee Reduction Initiative
- Child Care Wage Enhancement

Many respondents stated that advocating to senior levels of government for increased funding to open new child care facilities, expanding existing facilities and increasing the number of spaces available is crucial. Many respondents expressed a desire for an increase in the number of \$10 a Day sites in Richmond and suggested that helping organizations apply for the funding may encourage more facilities to take up this initiative. Other suggestions included advocating to senior government for an ECE wage grid, based on experience and demand, and a standard level of training expected for staff entering the field from different institutions.

Hours of Care

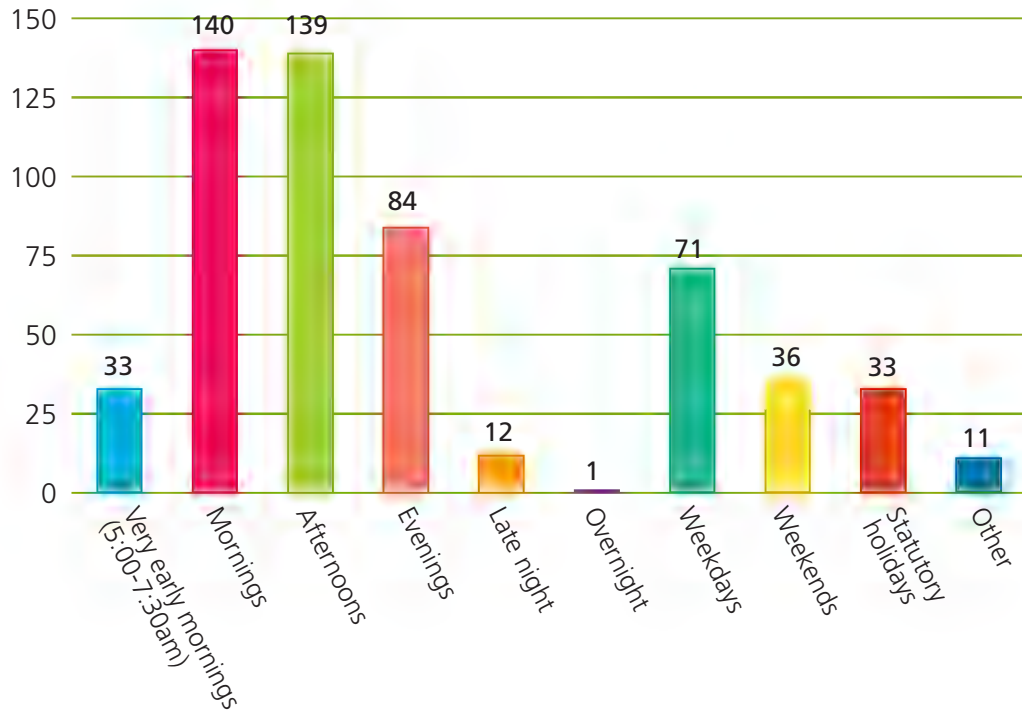
Child care programs typically run on a full-time or a part-time basis, but the exact operational timeframe is determined by the operator. Forty-three per cent of parents agreed or strongly agreed that they required child care during different hours or days from their current arrangement (Figure 20). This figure was higher amongst parents of children needing extra support, with 62% agreeing or strongly agreeing.

Figure 20: 'I require child care for different hours than my current arrangement'



When asked what times were needed, responses varied as outlined in Figure 21. The top three responses were mornings (64%), afternoons (64%) and evenings (39%).

Figure 21: Hours Required for Child Care



For parents of children needing extra support, the responses were slightly different:

- Afternoons (61%)
- Mornings (46%)
- Very early morning (5:00-7:30am) (21%)
- Evenings (21%)
- Weekdays (21%)

Only 11% of the child care providers who responded to the survey offered ‘drop in’ child care spaces and only one facility offered occasional child care. One provider offered child care on weekends and one provider offered child care before 7:00 a.m. While 38% of parents, guardians and residents expressed a need for child care in the evenings, none of the child care provider survey respondents offered child care after 6:00 p.m. or overnight.

“For newcomers with no other family, no job or income, if there is no occasional child care in Richmond they won’t have anywhere to leave their children to attend appointments or interviews.”

– Community Partner

Many parents, caregivers and community partners who engaged noted that child care hours needed to be more flexible to meet the varied and changing needs of work schedules. Respondents felt that the typical hours of full-time child care exclude those who work non-typical work hours, such as shift workers. Many parents also noted that drop-off and pick-up times were not early enough in the morning, or late enough in the afternoon and require them to negotiate flexible work schedules with their employer, or not work at all.

Challenges were also raised by newcomers, people with limited family, no job or income, or without occasional child care in Richmond; they find it difficult to attend interviews or appointments.

Location of Child Care

As identified by the data, there are areas within Richmond which have both fewer children and/or access to more child care spaces per 100 children than other areas, such as East Cambie, Sea Island and Gilmore. When looking for child care, almost all parents, guardians and residents (95%) reported they looked for child care close to their home. Thirty-nine per cent looked for child care close to their child's elementary school and 35% looked for child care close to their place of employment.

For parents and guardians who had child care:

- 74% were satisfied with the location of their child care
- 70% were satisfied with the ease of transportation access to their child care
- For parents of children who needed extra support, fewer were satisfied with the ease of transportation access to their child care (64%)

A significant number of respondents stated they used their own vehicle as their primary mode of transport to and from their child care. 10.8% of respondents walked to their child care facility and only 2.2% utilised public transport as their primary means. This shows a small number of respondents utilising public transport and a heavy reliance on private vehicles to access child care facilities.

Respondents identified that not having adequate transportation poses additional barriers for families, especially for newcomers and refugees or those marginalized in other ways. Having transportation options within proximity to child care centres also allowed providers to take children on field trips or support other outdoor activities.

“Finding child care near my home or my work is hard. Some areas are growing in population in Richmond and it’s really important to increase child care spaces in these locations.”

– Community Partner

“Transportation is a barrier and a lack of public transport options to take children to their child care. Sometimes all they need is transport to take their children to and from school.”

– Child Care Provider

“Hard to access all of the child care information at once for newcomers. Waitlists are very long which means limited access for newcomers. It forms an additional barrier for newcomers.”

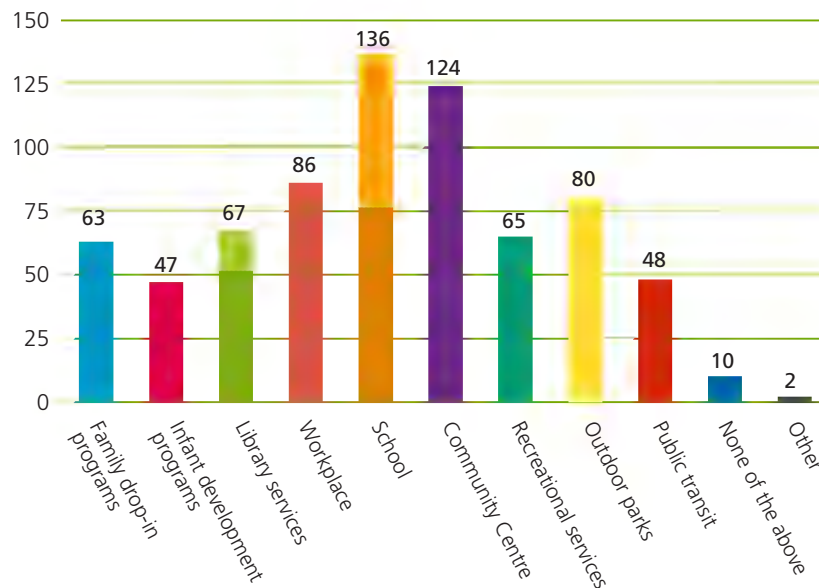
– Community Partner

The City Centre was identified as a convenient location for accessing child care and other amenities, but parents, guardians and caregivers felt more child care is needed at various sites across the city. A number of parents reported that co-locating child care near places of employment or schools would be an easier way for parents to pick up or drop off their children. Access to safe environments was also noted by many families as a preference, including measures such as traffic calming, expanding school speed zones and speed limit enforcement around child care facilities.

When considering what amenities child care could be co-located with, as illustrated in Figure 22, respondents preferred the following locations:

- Schools
Schools were identified as a convenient way to pick up and drop off children, particularly where parents have one child in child care and other children in school. Co-locating with a school also helps the transition from child care into Kindergarten.
- Community Centres
Some respondents noted that being connected to a community centre contributed to a sense of community.
- Workplace
Co-locating near places of employment, or in convenient areas on transport routes so that people can drop children off en-route to their workplace.
- Outdoor Parks
Locating child care in proximity to parks and greenspace was noted by parents, caregivers, community partners, as well as child care providers as being beneficial.

Figure 22: Preferred Locations for Child Care Programs



Information, Resources and Support

Information and Resources

A need for a variety of information and resources was identified throughout the engagement process, especially for newcomers, recent immigrants or people whose first language is not English. Looking for child care can be challenging and there is a lot of information for new parents to consider. The following examples were identified:

- Information about the types of child care;
- Availability and capacity levels;
- How to access child care;
- The registration process;
- Information about subsidies and funding;
- Resources available in a range of languages;
- How to access employment benefits for new parents; and
- Information on returning to work after maternity or parental leave.

Support for Caregivers

The responses during engagement activities indicated that many grandparents and other informal caregivers were providing care to children, and that more supports for these caregivers were needed. Grandparents identified a need for more intergenerational programs which they could attend either with their grandchildren, or have child care available onsite. Participants felt this would help balance their own health and well-being needs with the demand for providing child care to their grandchildren.



“I studied here, so my English is good, but for newcomers or if parents are not good in English, it is hard to find information; different application forms and processes, need to call makes it hard to navigate.”

– Focus Group Participant (Mandarin-speaking)

“Caregivers exercise class would be good. Everyone is looking after each other and grandparents can look after each other as well.”

– Outreach Participant

“More parenting workshops for new parents.”

– Outreach Participant



Analysis and Discussion

A thorough review of the vast range of information received throughout the engagement process has been undertaken, and an overview provided of the key issues, challenges and opportunities for child care in Richmond. The following analysis outlines the strengths, challenges and opportunities related to child care in Richmond. This information was utilised to create strategic directions and a set of actions to address these challenges over the next 10 years.

Strengths of the Child Care System in Richmond

- Dedicated City staffing resources for advancing child care in Richmond through the establishment of an additional regular full-time member of staff for child care (Planner 2, Child Care) within the Community Social Development team to support the work of the Manager.
- A strong policy and planning foundation for child care in the City; this includes the Official Community Plan, Area Plans, Social Development Strategy, Richmond Child Care Policy, Child Care Needs Assessments and regular updates.
- The development of City-owned child care facilities and Early Childhood Development Hubs through the rezoning process.
- Community Association and Societies that provide 768 child care spaces for preschool and school-age care and other child and youth programs.
- Partnerships in the community, with Richmond School District, Vancouver Coastal Health and organizations such as Richmond Child Care Resource and Referral and Supported Child Development.
- Collaboration with the community through platforms such as the Child Care Development Advisory Committee and Richmond Children First. Convening regular meetings to discuss child care needs and challenges from a range of perspectives.
- Continued dialogue with Richmond School District on expanding space on school sites and to create new 30 months to School-Age and preschool programs on school grounds. This has allowed the School District to support seven permanent child care facilities on school grounds with four purpose-built child care facilities currently under construction.

Challenges Facing Child Care in Richmond

- Affordability of child care is a persistent issue in Richmond and across the region. While the provincial initiatives to reduce child care fees for families have had an impact by reducing overall child care fees in Richmond, many of these initiatives such as the \$10 a Day initiative are still within early phases and there has been limited implementation of this in Richmond to date.
- The lack of available child care spaces to meet demand continues to be a challenge as the population continues to grow in Richmond. While Richmond has one of the highest number of spaces per 100 children in Metro Vancouver, there is still a long way to go before the majority of children have access to licensed child care. The waitlists and time to secure a space is still significant, with over 50% of parents reporting to wait over a year for a space. The impact of a lack of available spaces is particularly challenging for families that have no one else they can rely on for child care. This affects their ability to seek employment, to further their education, to attend interviews and for their child’s learning and development. This is a significant concern for newcomers and recent immigrants, who typically have a smaller support network they can rely on for child care.
- Attracting people to the ECE profession and retaining qualified staff is a key concern in the community. The sector needs competitive wages, benefits and opportunities to incentivize people to remain in the sector and attract people to the profession. New facilities cannot operate and new child care spaces cannot be created without the appropriate staff available.
- Families whose children require extra support are facing barriers to finding child care, paying extra fees and being asked to withdraw from their current child care because facilities cannot accommodate their needs. Many child care providers reported they needed extra funding to be able to accommodate children with extra support needs.
- Lack of flexible child care and occasional child care in Richmond is an issue, with 38% of parents, guardians and residents identifying a need for child care in the evenings. None of the respondents to the child care provider survey offered child care after 6:00 p.m. or overnight. Furthermore, only one provider reported offering occasional child care and available spaces for occasional care have decreased significantly since 1995. This makes it challenging for people who work shifts, or for people who need to attend appointments or interviews.
- Many of the respondents felt more information and resources were needed to help the community find child care. While many respondents utilised and appreciated the work the Child Care Resource and Referral team did, many people did not know about their services. Resources in a range of different languages and put on different platforms so that it is more accessible to the community was considered important.

Potential Future Challenges

- The rising cost of living and housing costs in Richmond may make it increasingly challenging for families with children to remain living in Richmond.
- The increase in cost of living coupled with the average wages for ECE and support staff may make it challenging to attract and retain staff to live and work in Richmond.
- The increasing child population in Richmond has the potential to increase the demand for child care spaces in the City.
- Potential loss of facilities or programs due to redevelopment opportunities and difficulty with finding a suitable and affordable alternative premises for providers to lease.
- Potential impact to methods of collecting cash contributions or built facilities through the rezoning process due to new or amended legislation.

Opportunities for Enhancing Child Care in Richmond

- The potential to co-locate new child care facilities in future City capital projects, buildings and community facilities.
- The increasing creation of child care on school grounds.
- The potential to co-locate child care programs with programming for other ages, such as intergenerational programs or providing child care alongside existing programs for adults or seniors.
- The potential for the creation of new child care facilities and/or cash contributions in future developments through the rezoning process.



Strategic Directions and Recommended Actions

To address the child care needs, challenges and opportunities identified in this Strategy, actions have been developed under five strategic directions:

1. Create and Maintain Child Care Spaces
2. Quality, Inclusivity and Accessibility
3. Advocacy
4. Collaboration
5. Education and Information

For each action, the City's role includes:

ACT – Developing policies, bylaws and guidelines, educating, communicating, providing funding or grants and collaborating.

FACILITATE – Convening and building relationships.

ADVOCATE – Advocating to other levels of government or to other institutions.

Some of the actions require collaboration with community partners including: other levels of government, community organizations, public bodies and child care operators. Partners who could be engaged to support and assist this work have been identified for applicable actions.

Each action is assigned a timeline across the 10-year plan period. The actions are grouped into the following timelines:

Short-term – 0-2 years

Medium-term – 3-5 years

Long-term – 6-10 years

Ongoing



1 Create and Maintain Spaces

The City of Richmond is committed to creating and maintaining child care spaces in partnership with other levels of government, child care operators, and community organizations to address child care needs.

| Action | Partners | City Role | | | Timeline |
|--|--|-----------|------------|----------|-------------|
| | | ACT | FACILITATE | ADVOCATE | |
| 1.1 Review new housing legislation, assess potential impacts to child care space creation and implement appropriate response. | Province of BC | ✓ | | | Short-term |
| 1.2 Identify opportunities to create additional child care spaces on City-owned or other publically-owned land. | Province of BC | ✓ | | | Ongoing |
| 1.3 Explore opportunities and supports needed for child care facilities to offer expanded, flexible and non-traditional hours to meet the demands of Richmond's diverse work force. | Child Care Operators | ✓ | ✓ | ✓ | Medium-term |
| 1.4 Review, identify opportunities and undertake actions to accelerate the process for developing new child care facilities. | Other City departments, Vancouver Coastal Health–Licensing | ✓ | | | Medium-term |
| 1.5 Provide additional supports to child care providers to learn about and apply for provincial/federal government funding to create or maintain child care spaces. | Province of BC, Child Care Resource and Referral | ✓ | ✓ | | Ongoing |
| 1.6 Evaluate opportunities to expand the 'complete community' approach to all areas in Richmond in line with the OCP when creating new child care spaces. | Other City departments, Developers | ✓ | | | Ongoing |
| 1.7 Support the creation of school-aged spaces on or adjacent to school sites. | Richmond School District | ✓ | | ✓ | Medium-term |
| 1.8 Implement child care decision-making tool from the 2021–2031 Richmond Child Care Action Plan (Action 2.6). | Other City departments | ✓ | | | Short-term |
| 1.9 Evaluate and monitor current City-owned child care structures, processes and operation of sites. | Other City departments, Child Care Operators | ✓ | | | Short-term |

2 Quality, Inclusivity and Accessibility

The City of Richmond strives for quality, diversity, inclusivity and accessibility within the child care sector.

| Action | Partners | City Role | | | Timeline |
|---|---|-----------|------------|----------|-------------|
| | | ACT | FACILITATE | ADVOCATE | |
| 2.0 Investigate mapping tools and GIS data to enhance understanding of child care need with an equity lens (e.g. map social equity and resilience with child care spaces). | Other City departments | ✓ | ✓ | | Short-term |
| 2.1 Identify opportunities and undertake actions to support expansion of a high quality, universal system of early learning and child care. | | ✓ | | ✓ | Medium-term |
| 2.2 Enhance and expand supports for informal and non-licensed caregivers including social, educational, recreational and intergenerational opportunities. | Richmond Public Library, Community Associations and Societies, Richmond Multicultural Community Services, Richmond Family Place, S.U.C.C.E.S.S., MOSAIC | ✓ | ✓ | | Ongoing |
| 2.3 Promote responsive and relevant opportunities and resources to support cultural inclusivity within child care to address the increasing cultural diversity of Richmond. | Child Care Operators, CCRR | ✓ | ✓ | | Medium-term |
| 2.4 Analyse and support dissemination of the Province's new accessibility legislation in relation to child care provision and develop tools to support child care operators to apply it. | Province of BC | ✓ | | | Long-term |
| 2.5 Engage in ongoing collaboration with Indigenous Elders and families regarding the Child Care Strategy, its relevance and its implementation. | Musqueam First Nation, Richmond School District, Connections Community Services | ✓ | ✓ | | Ongoing |
| 2.6 Undertake regular reviews of the City of Richmond Child Care Grant Program Grant with a social equity lens to promote equity and inclusivity. | | ✓ | ✓ | | Medium-term |
| 2.7 Promote awareness about and use of the Indigenous Early Learning and Child Care Framework. | Child Care Operators, CCRR, Richmond School District | ✓ | ✓ | | Medium-term |



Advocacy

3

The City of Richmond advocates to senior levels of government, employers and public institutions for increased child care funding, dedicated supports for child care, and the creation of child care spaces.

| Action | | Partners | | | Timeline |
|-----------|--|--|-----|--|-------------|
| City Role | ADVOCATE | FACILITATE | ACT | Partners | Timeline |
| | | | | | |
| 3.1 | Advocate for a universal child care system that supports equitable access and funding for families and child care providers. | Child Care Operators, Richmond Child Care Development Advisory Committee | ✓ | Child Care Operators, Richmond Child Care Development Advisory Committee | Ongoing |
| 3.2 | Advocate for increased funding and supports to enable child care operators to comply with the Accessible British Columbia Act. | Child Care Operators, Richmond Child Care Development Advisory Committee | ✓ | Child Care Operators, Richmond Child Care Development Advisory Committee | Ongoing |
| 3.3 | Advocate to other levels of government to address and respond to the administrative requirements associated with accessing government funding. | Child Care Operators, Richmond Child Care Development Advisory Committee | ✓ | Child Care Operators, Richmond Child Care Development Advisory Committee | Short-term |
| 3.4 | Advocate to the Provincial government for expanded and increased funding for creation of spaces, capital costs, facility maintenance and repair and/or emergency situations. | Child Care Operators, Richmond Child Care Development Advisory Committee | ✓ | Child Care Operators, Richmond Child Care Development Advisory Committee | Short-term |
| 3.5 | Advocate for ongoing strategies and tools to support training, recruitment, retention and compensation for Early Childhood Educators. | Child Care Operators, Richmond Child Care Development Advisory Committee | ✓ | Child Care Operators, Richmond Child Care Development Advisory Committee | Ongoing |
| 3.6 | Monitor and support the relevant actions within the Poverty Reduction Plan that impact families in Richmond. | | ✓ | | Long-term |
| 3.7 | Continue to advocate for increased mental health supports for children to support families and child care providers. | Child Care Development Advisory Committee, Richmond Children First | ✓ | Child Care Development Advisory Committee, Richmond Children First | Medium-term |
| 3.8 | Monitor licensing requirements to ensure on-going relevance, applicability, and quality, and advocate for changes as necessary. | Child Care Operators, Community Associations and Societies | ✓ | Child Care Operators, Community Associations and Societies | Ongoing |



4 Collaboration

The City of Richmond partners with other levels of government, community organizations, child care operators, employers and residents to meet the child care needs of Richmond. Additional opportunities for collaboration have been identified in the actions below.

| Action | Partners | City Role | | | Timeline |
|--|--|-----------|------------|----------|-------------|
| | | ACT | FACILITATE | ADVOCATE | |
| 4.1 Continue to build and maintain relationships with School District No. 38 to collaborate on innovative and new ways to meet child care needs in Richmond. | SD38, Richmond Child Care Development Advisory Committee | | ✓ | | Medium-term |
| 4.2 Collaborate with Community Associations and Societies, libraries, and community organizations to explore and implement further supports for informal and non-licensed caregivers. | Community Associations and Societies, Richmond Public Library, Community Organizations | ✓ | ✓ | | Short-term |
| 4.3 Investigate the feasibility of convening regular meetings with child care operators to encourage networking, collaboration and mutual support. | Child Care Operators, CCRR, Richmond Child Care Development Advisory Committee | ✓ | ✓ | | Short-term |
| 4.4 Encourage and support BC Housing, Vancouver Coastal Health, School District No. 38, large employers and other public entities to explore the co-location of child care in their buildings and capital projects. | BC Housing, VCH, YVR, Large Employers | | ✓ | | Medium-term |
| 4.5 Expand opportunities and collaborate with Child Care Licensing to address child care needs and expansion in Richmond. | VCH | ✓ | | | Ongoing |
| 4.6 Continue to foster and enhance relationships with staff at the Ministry of Education and Child Care. | Province of BC, Ministry of Education and Child Care | ✓ | | | Ongoing |



5 Education and Information

Increased education and information-sharing between the City of Richmond and child care providers, operators, community partners and residents.

| Action | Partners | City Role | | | Timeline |
|---|---|-----------|------------|----------|-------------|
| | | ACT | FACILITATE | ADVOCATE | |
| 5.1 Partner with Richmond Child Care Resource and Referral to provide enhanced navigational support to newcomers refugees and new parents. | CCRR, Richmond Multicultural Community Services, S.U.C.C.E.S.S., MOSAIC | ✓ | ✓ | | Medium-term |
| 5.2 Collaborate with CCRR to further promote the RichmondKids website and help to ensure it remains relevant and accessible to the community. | Community Organizations, CCRR | ✓ | ✓ | | Medium-term |
| 5.3 Develop and enhance resources to assist child care operators to navigate requirements for creating new facilities and maintaining existing facilities. | Province of BC, Other City departments, Child Care Operators | ✓ | | | Medium-term |
| 5.4 Expand and promote the City's child care resources including the City's child care locator map to help families understand and access child care. | Other City departments | ✓ | ✓ | | Medium-term |
| 5.5 Create child care resource templates for Richmond employers to provide to employees to support awareness, understanding and access to child care. | Other City departments, CCRR, Richmond Chamber of Commerce | ✓ | ✓ | | Short-term |

Appendix 1: Glossary of Terms

\$10 a Day ChildCareBC

A provincial initiative where providers of licensed child care facilities in BC can apply to become a \$10 a Day ChildCareBC centre to provide affordable child care for their community.

Child Care Fee Reduction Initiative (CCFRI)

A provincial initiative to enhance the affordability of child care by offering funding to eligible licensed child care providers. This initiative reduces the amount families pay for child care. Families currently receive up to \$900 per month per child to reduce parent fees for full time care, at participating child care providers. It is optional for child care providers to be enrolled.

Child Care Operating Funding

This funding assists providers with the day-to-day costs of running a licensed child care facility. It also enhances early childhood educator wages and reduces fees for families. It is optional for child care providers to be enrolled.

Child Care Operator (or provider)

A person providing child care on an ongoing basis. The person may be employed directly by the parents to care for the child(ren) either in their own home or in the child care provider's home or they may be an employee in a licensed group child care facility

Child Care Resource and Referral (CCRR)

A provincially funded local support service to enhance the availability and quality of child care options by:

- Advertising, recruiting and assessing potential family child care providers when a license is not required;
- Supporting family and group child care providers;
- Establishing and maintaining a registry of licensed and/or regulated child care options in the community; and
- Providing resource and referral information to support parents' ability to select quality child care.

ChildCareBC New Spaces Fund

A provincial initiative that provides funding to build or create new licensed child care spaces. Applicants currently eligible for the New Spaces Fund include Public Sector organizations, Indigenous Governments, First Nation Schools and non-profit organizations.

Early Childhood Educator (ECE)

Someone who has successfully completed, through an educational institution recognized within the Child Care Regulation, a basic early childhood education training program which is required to become a Registered Early Childhood Educator. Further training may lead to an Infant/Toddler or Special Needs Certification.

Early Childhood Educator Wage Enhancement (ECE-WE)

A provincial initiative available to all ECEs directly employed by and working in eligible licensed child care facilities and is intended to increase the existing wages of ECEs.

Early Learning and Child Care Agreement

This is an agreement between the governments of Canada and British Columbia to further build their early learning and child care system. Objectives of this agreement include:

- Enhancing the accessibility of child care options by increasing the number of spaces;
- Increasing affordability of child care beginning with Infant/Toddler care;
- Enhancing the quality by supporting training and professional development of ECEs; and
- Enhancing equity through investment in underserved communities, ultimately improving access to inclusive, affordable and flexible child care programs.

Group Child Care

The provision of care to children in a non-residential group setting as defined by the Child Care Licensing Regulation. Group child care providers must have Early Childhood Education training and their facility must be licensed with Community Care Facilities Licensing.

Group Child Care – 30 Months to School-Age

Group child care for a maximum of 25 children, from 30 months to school-age (see definition of preschool child).

Group Child Care – School-Age

Group child care for children aged 5-12 who have entered school, before and after school or on a day of school closure. A maximum of 24 children from Kindergarten and Grade 1 or, 30 children from Grade 2 and older with no Kindergarten or Grade 1 children present.

Group Child Care – Under 36 Months

Group child care for a maximum of 12 children aged birth to 36 months.

Infants

Children between birth and 18 months.

In-home Multi-Age Care

Child care in a provider's own home for a maximum of eight children (birth to 8 years). The licensee must be a certified Early Childhood Educator.

License-Not-Required Family Child Care

Family homes that offer child care for one or two children unrelated to the provider of the care. The operators are not required to obtain a license through Community Care Facility Licensing authorities; however, they may choose to register with a Child Care Resource and Referral Centre as a 'Registered License-Not-Required'. Registered License-Not-Required (LNR) Child Care providers must complete a minimum of 20 hours of family child care training (or responsible adult training) prior to, or within one year of registering as a Registered LNR child care provider.

Licensed Child Care Facility

A child care facility that meets the requirements of the Community Care and Assisted Living Act and the Child Care Licensing Regulation.

Low Income

Statistics Canada uses the Low-Income Measure After Tax (LIM-AT) to determine low-income. LIM-AT is calculated based on 50% of the national median income and is adjusted for household size. For the purposes of the 2021 Census, a one-person household was determined to be in low-income if their after-tax income fell below \$26,503; for a three-person household the threshold was \$45,904.

Multi-age Group Care

Child care for children aged birth to 12 years old, with a maximum group size of eight children and a certified Early Childhood Educator.

Occasional Care

Drop-in child care that can be for a maximum of eight hours a day and no more than 40 hours per calendar month, for children aged 18 months and older. Maximum group size is 16 children (if children under 36 months are present) or 20 children (if no children under 36 months are present). Staff must be a responsible adult.

Parent or Guardian

A parent or other person entrusted to be responsible for the care, upbringing and decision making about a child.

Preschool

The provision of a program offering child care are from one to four hours per day for children aged 30 months to School-Age. Preschools have a maximum group size of 20.

Preschool child

A child who is at least 30 months old but has not yet entered Grade 1.

Responsible Adult

A person who is 19 years of age or older and able to provide care and mature guidance to children. Must also have 20 hours of child care-related training, relevant work experience, a valid first aid certificate and a clear criminal record check.

School-Age Care on School Grounds

The provision of child care for school-age children on school grounds (Kindergarten and up) for 24 children from Kindergarten and Grade 1, or 30 children from Grade 2 and older with no Kindergarten or Grade 1 children present.

Supported Child Development Program

A program funded by the Ministry of Children and Family Development and delivered by community agencies, Supported Child Development (SCD) Programs help families of children with developmental delays or disabilities to gain access to inclusive child care. The Richmond SCD Program partners with community licensed child care programs to offer a range of options for local families whose children require additional supports to attend child care programs from birth to 19 years.

Toddlers

Children between the ages of 18 and 36 months.

Appendix 2: Aligned City Plans

Collaborative Action Plan to Reduce and Prevent Poverty 2021–2031

The Collaborative Action Plan to Reduce and Prevent Poverty in Richmond (Poverty Reduction Plan) acts as a guide for the City, Community Associations and Societies, community organizations, public-sector agencies and the business community to improve access to services and supports and increase inclusion and belonging for individuals and families at risk of or living in poverty in Richmond.

Richmond Accessibility Plan (2023–2033)

The Richmond Accessibility Plan aims to ensure Richmond is a place where everyone is able to fully participate in all aspects of community life. The Accessibility Plan provides a framework to advance accessibility in Richmond and has a set of 34 actions under six Strategic Pillars. All of the Strategic Pillars within the plan are relevant to this Child Care Strategy and the actions:

- Strategic Pillar 1: An Accessible Community
- Strategic Pillar 2: An Inclusive Organization
- Strategic Pillar 3: Accessibility in the Built Environment
- Strategic Pillar 4: Accessible Programs and Services
- Strategic Pillar 5: Accessible Communications and Technology
- Strategic Pillar 6: Research and Monitoring

Richmond Community Wellness Strategy (2018–2023)

Richmond's Community Wellness Strategy is a partnership project with the City of Richmond, Vancouver Coastal Health and Richmond School District. The purpose of the Strategy is to promote healthy lifestyles and wellness outcomes for Richmond residents. The focus areas that relate to child care are:

- Focus Area 1: Foster health, active and involved lifestyles for all Richmond residents with an emphasis on physical activity, healthy eating and mental wellness.
- Focus Area 3: Enhance equitable access to amenities, services and programs within and among neighbourhoods.

Richmond Cultural Harmony Plan 2019–2029

The Cultural Harmony Plan represents the City's commitment to strengthening intercultural connections, removing barriers to participation and responding to the evolving needs of Richmond's increasingly diverse population. The actions within the Cultural Harmony Plan which are most relevant to the Strategy include:

- Review and pursue viable options of providing City-related information for newcomers, immigrants and refugees that would assist them in accessing services in the community;
- Work with immigrant-serving agencies and Community Associations and Societies to reduce barriers for new immigrants to participate in programs and services at City facilities and;
- Pursue opportunities to participate in joint planning and networking with community service organizations in order to share information and identify gaps in program and service delivery.





City of Richmond

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PLN - 97



City of Richmond

Report to Committee

To: Planning Committee **Date:** May 7, 2024
From: Peter Russell **File:** 08-4057-05/2024-Vol 01
 Director, Housing Office
Re: **Housing Agreement (Affordable Housing) Bylaw No. 10548, Housing Agreement (Moderate Market Rental) Bylaw No. 10549 and Housing Agreement (Market Rental) Bylaw No. 10550 to Permit the City of Richmond to Secure Low- End Market Rental (LEMR) Units, Moderate Market Rental Units and Market Rental Units at 6071 Azure Road**

Staff Recommendations

1. That Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Low-End Market Rental (LEMR) Units required by the Rezoning Application RZ 21-931122;
2. That Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Moderate Market Rental Units required by the Rezoning Application RZ 21-931122; and
3. That Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Market Rental Units required by the Rezoning Application RZ 21-931122.

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

Att.2

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

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement (Affordable Housing) Bylaw No. 10548 to secure 50 Low-End Market Rental (LEMR) units; Housing Agreement (Moderate Market Rental) Bylaw No. 10549 to secure 110 moderate market rental units; and Housing Agreement (Market Rental) Bylaw No. 10550 to secure 170 market rental units at 6071 Azure Road (Attachment 1).

BC0923745 (now Sun Valley Rental Ltd.) has submitted an application to amend the City of Richmond's Official Community Plan (OCP) and Richmond Zoning Bylaw 8500 to permit a 330-unit residential development including rental housing units with mixed levels of affordability. Council granted first reading to the amending bylaws on September 26, 2022. A public hearing for the amendments was held on October 17, 2022 following which Council granted second and third readings to the bylaws. The rezoning considerations tied to the project require the registration of three Housing Agreements in addition to a Housing Covenant. The Housing Agreements will secure the 330 units as rental tenure in perpetuity and will be complemented by rental tenure zoning.

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

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

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

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

Strategic Direction #1: Expand Housing Choices

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

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

Analysis

This 100 per cent rental tenure development consists of two four-storey apartment buildings located at the west and south edges of the subject site and one four-to-six-storey apartment building located in the northeast corner of the site (Attachment 2). All three buildings are located over a shared single level parking structure. The development will include 330 residential rental units including 50 Low-End Market Rental (LEMR) units, 110 moderate income rental units and 170 market rental units.

The OCP encourages that existing rental units be replaced with affordable housing units at a ratio of 1:1. The proposal upholds this policy objective as the 50 existing rental units will be replaced with 50 LEMR units. At present, the housing development includes six units occupied by clients of Vancouver Coastal Health (VCH). The Housing Agreement used to secure the LEMR units will ensure that six units in the development continue to be available to VCH clients.

Table 1 provides a summary of the unit mix, minimum unit sizes, proportion of family-friendly units, and units with Basic Universal Housing (BUH) design making up the overall development.

Table 1: Low- End Market Rental Units, Moderate Market Rental Units and Market Rental Units Mix

| Unit Type | Low-End Market Rental Units | | | | Moderate Market Rental Units | | | Market Rental Units | | |
|--------------|-----------------------------|------------------------------|-----------------|-------------------------------|------------------------------|-----------------|-------------------------------|---------------------|-----------------|-------------------------------|
| | Units | Min. Size (ft ²) | Family Friendly | Basic Universal Housing (BUH) | Units | Family-Friendly | Basic Universal Housing (BUH) | Units | Family-Friendly | Basic Universal Housing (BUH) |
| Studio | 0 | 400 | N/A | - | 24 | N/A | 22% | 19 | N/A | 11% |
| 1- Bedroom | 4 | 535 | N/A | 8% | 62 | N/A | 56% | 69 | N/A | 41% |
| 2- Bedroom | 14 | 741 | 28% | 28% | 20 | 18% | 18% | 49 | 29% | 29% |
| 3- Bedroom | 29 | 980 | 58% | 58% | 4 | 4% | 4% | 33 | 19% | 19% |
| 4- Bedroom | 3 | 1,200 | 6% | 6% | 0 | - | - | 0 | - | - |
| Total | 50 | - | 92% | 100% | 110 | 22% | 100% | 170 | 48% | 100% |

Low-End Market Rental Units

The total residential floor area of the 50 LEMR units is approximately 48,287 ft² (4,486 m²), making up approximately 18 per cent of the total residential floor area of the project. The 50 units will be incorporated into two buildings, both of which will be built in phase 1 of the project. The 50 LEMR units will match the unit type (number of bedrooms) currently located on the site. The LEMR units are to be dispersed amongst the moderate market rental and market rental units in Buildings A and C.

Table 2 below summarizes components of the LEMR units that will be secured through the registration of the Housing Agreement and Housing Covenant. Of the 50 LEMR units, 92 per cent (46 units) will be family-friendly units and all of the units will include a Basic Universal Housing (BUH) design. It is important to note that for any returning tenant, maximum rents will be held at the LEMR rates although, pursuant to the policies of the Official Community Plan (OCP), the maximum household income threshold will not apply. The income thresholds will, however, apply to any subsequent or new tenant. Overall, the amount, size and mix of LEMR units uphold the objectives of the Affordable Housing Strategy and the OCP.

Table 2: Summary of LEMR Unit Composition and Rent Limitations

| Unit Type | Affordable Housing Strategy Requirements (1) (3) | | | Project Targets (2) | |
|--------------|--|------------------|-----------------------|---------------------|-------------------------------|
| | Min. Unit Area (ft ²) | Max. Rent Charge | Max. Household Income | Unit Mix | Basic Universal Housing (BUH) |
| Studio | 400 | \$811 | \$34,650 | - | - |
| 1-Bedroom | 535 | \$975 | \$38,250 | 8% (4 units) | 8% (4 units) |
| 2- Bedroom | 741 | \$1,218 | \$46,800 | 28% (14 units) | 28% (14 units) |
| 3- Bedroom | 980 | \$1,480 | \$58,050 | 58% (29 units) | 58% (29 units) |
| 4- Bedroom | 1,200 | \$1,541 | \$61,650 | 6% (3 units) | 6% (3 units) |
| Total | N/A | N/A | N/A | 50 units | 100% (50 units) |

- (1) May be adjusted periodically as provided for under adopted City policy.
- (2) Project Targets may be revised through the Development Permit process subject to at least 50 LEMR units being provided.
- (3) The proposed unit mix includes 4-bedroom units to replace existing 4-bedroom units onsite. The site specific criteria for 4-bedroom units is based on the methodology used for the criteria of other unit types in the City's Affordable Housing Strategy.

Should minor adjustments be made as a result of more detailed design, staff will ensure the total number of LEMR units as presented in this report is upheld. A Housing Covenant will be used to secure the total residential floor area of the LEMR units in addition to the minimum unit sizes, the location of LEMR units, and the allocation of parking spaces to the LEMR units.

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from any 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, in each building, be maintained under single ownership.

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

Moderate Market Rental Units

The City Centre Area Plan (CCAP), forming part of the broader OCP, recognizes the opportunity for the City to grant additional density when a project proposes affordable housing as a means of addressing community needs. In this case, the Applicant is proposing 110 units of moderate market rental housing, which is considered a type of affordable (below-market) housing.

The total floor area of the moderate market rental housing is approximately 64,002 ft² (5,946 m²), representing approximately 24 per cent of the total residential area of the project. The Housing Agreement used to secure the moderate market rental housing will define tenant eligibility on the basis of BC Housing's Household Income Limits (HILs). Maximum rental rates will then be set at 30 per cent of the HIL, divided by 12 (months). Table 3 illustrates the moderate market rental rates and income thresholds based on BC Housing's 2023 HILs.

Table 3: Moderate Market Rental Maximum Rents and Income Thresholds

| Initial Moderate Income Rental Rates and Income Thresholds based on 2023 HILs | | |
|---|----------------------|-------------------|
| Unit Type | Maximum Rental Rates | Income Thresholds |
| Studio | \$1,450 | \$58,000 |
| 1-Bedroom | \$1,450 | \$58,000 |
| 2-Bedroom | \$1,800 | \$72,000 |
| 3-Bedroom | \$2,150 | \$86,000 |

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from any 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 moderate market rental units, the Agreement requires that all of the moderate market rental units, in each building, 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 Housing Covenant will be used to secure the total number and area of moderate market rental units and will identify the allocation of parking for the moderate market rental units, being distinguished from spaces for the LEMR and market rental units.

The OCP promotes the inclusion of accessible features to support Richmond’s aging population. The Affordable Housing Strategy provides that a minimum of 85 per cent of all units are to be designed to meet the City’s BUH standard. In this case, all 110 units will include Basic Universal Housing (BUH) features, supporting the ability of tenants to age-in-place. The inclusion of moderate market rental housing within the project upholds the objectives of the CCAP and the OCP and, ultimately, the City’s goal of securing additional affordable (below-market) housing.

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

Market Rental Units

The project will include 170 market rental units with a total residential floor area approximately 118,767 ft² (11,034 m²). The OCP provides that a minimum of 40 per cent of market rental units should include two or more bedrooms, being family-friendly units. The market rental component of the project provides 48 per cent family-friendly units satisfying this objective. The City’s OCP promotes the inclusion of accessible housing features that allow residents to age-in-place. All of the 170 market rental units will include Basic Universal Housing (BUH) features.

The Housing Agreement for the market rental component of the project, similar to the LEMR and moderate market rental Housing Agreements, provides for a statutory declaration process. Unlike the other two Agreements, the Housing Agreement for the market rental units does not define tenant eligibility based on gross household income; eligibility criteria are not established. The Agreement does, however, set rent limits at an amount that a willing and reasonable landlord would charge for a comparable dwelling in a comparable location. In the context of any future stratification of the development, the Agreement provides that all market rental units, in each building, be maintained

under a single ownership and tenants are to be provided unrestricted access to common amenities and facilities including parking, bicycle storage and electric vehicle charging stations.

Financial Impact

None.

Conclusion

Housing Agreements are required as a means of securing 50 LEMR units, 110 moderate market rental units, and 170 market rental units at 6071 Azure Road. Council’s adoption of Housing Agreement (Affordable Housing) Bylaw No. 10548 and Housing Agreement (Moderate Market Rental) Bylaw No. 10549 and Housing Agreement (Market Rental) Bylaw No. 10550 will ensure these rental units be held, in perpetuity, in accordance with the objectives of the City’s Affordable Housing Strategy and the applicable policies of the Official Community Plan.

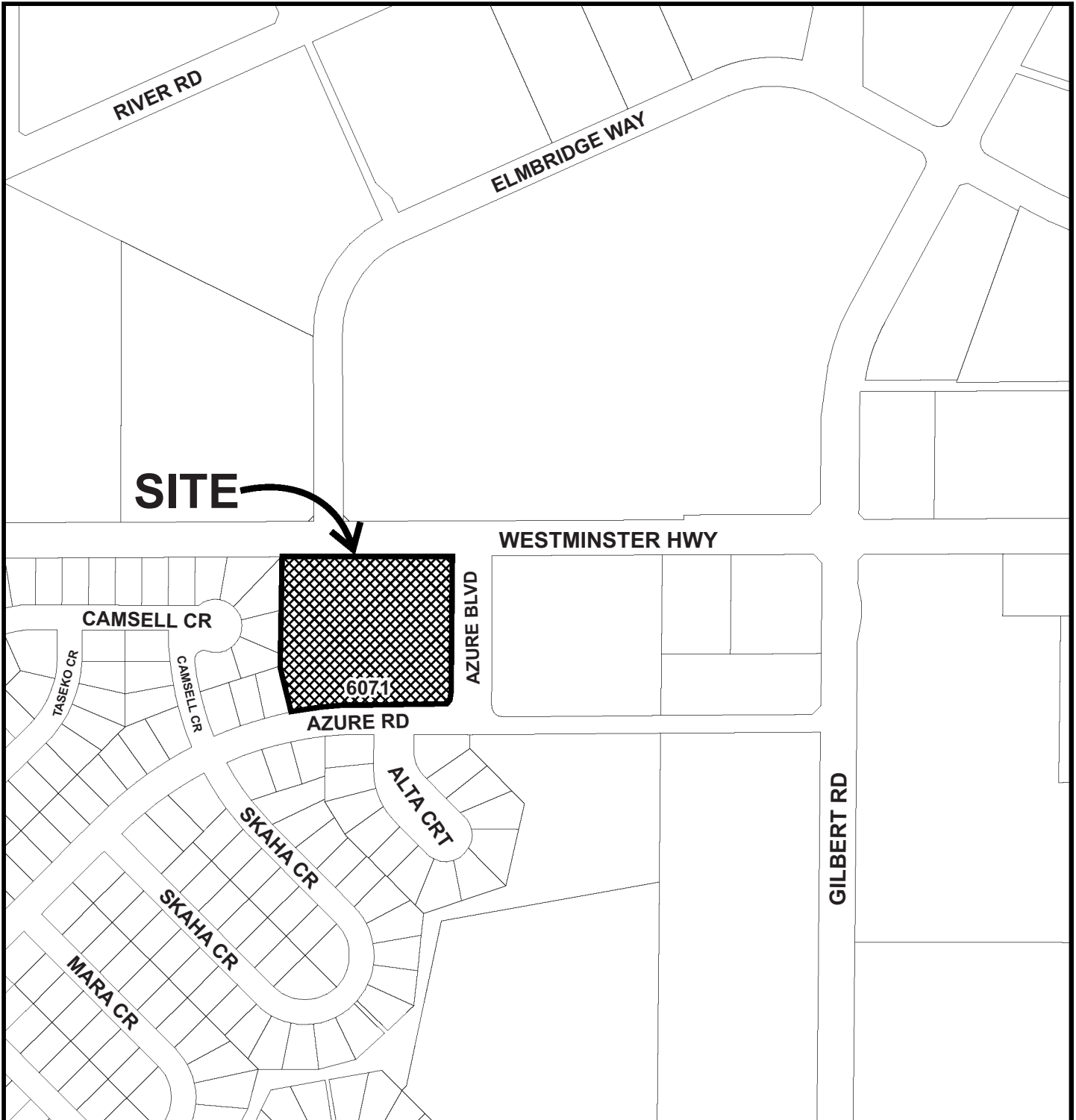


Sahara Shrestha
Planner 1, Affordable Housing
(604-247-4946)

- Att. 1: Map of 6071 Azure Road
- 2: Development Site Plan of 6071 Azure Road



City of Richmond



6071 Azure Road

PLN - 104

Original Date: 02/27/24

Revision Date:

Note: Dimensions are in METRES



**Housing Agreement (Affordable Housing)
(6071 Azure Road) Bylaw No. 10548**

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. 002-379-953

Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

2. This Bylaw is cited as “**Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10548

Schedule A

**To Housing Agreement (Affordable Housing)
(6071 Azure Rd) Bylaw No. 10548**

HOUSING AGREEMENT BETWEEN
SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference 6th day of May, 2024,

BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, BC V7A 5E2

(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. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- 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 or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (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 and remainder will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **“Development”** means the residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“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;

- (n) “**Eligible Tenant**” means a Family having a cumulative gross annual income of:
- (a) in respect to a studio unit, \$34,650.00 or less;
 - (b) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (c) in respect to a two-bedroom unit, \$46,800.00 or less;
 - (d) in respect to a three-bedroom unit, \$58,050.00 or less; or
 - (e) in respect of a four (or more) bedroom unit, \$61,650.00 or less,

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

- (o) “**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;
- (p) “**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;
- (q) “**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;
- (r) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) “**Lands**” means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (u) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) **“LTO”** means the New Westminster Land Title Office or its successor;
- (w) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s Building Regulation Bylaw 7230, as may be amended or replaced;
- (x) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (y) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (aa) **“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;
 - (iv) \$1,480.00 (exclusive of GST) a month for a three-bedroom unit; and
 - (v) \$1,541.00 (exclusive of GST) a month for a four (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1st 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 up until the year in which an Occupancy Certificate is issued for the applicable Building. Commencing January 1st of the year following the year in which the Occupancy Certificate issued by the City for such Building, 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) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (bb) “**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;
- (cc) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ee) “**Returning Tenant**” means a Tenant identified in the Tenant Relocation Plan who has either elected to return to reside in one of the Affordable Housing Units or who has been selected by VCH to reside in one of the Affordable Housing Units pursuant to the Tenant Relocation Covenant;
- (ff) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (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;
- (jj) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement;
- (kk) “**Tenant Relocation Covenant**” means the Section 219 Covenant granted by the Owner to the City and registered against title to the Lands concurrently with this Agreement for the purposes of, *inter alia*, ensuring the Owner’s adherence to the Tenant Relocation Plan;
- (ll) “**Tenant Relocation Plan**” means the Owner’s final Tenant Relocation Plan dated July 20, 2022, a copy of which is attached as Schedule “A” to the Tenant Relocation Covenant;
- (mm) “**VCH**” means Vancouver Coastal Health; and

(nn) “**VCH Supported Tenant**” means a person identified in writing by the Director of Operations of VCH as client of VCH and who has been selected by VCH to reside in one of the Affordable Housing Units, and includes any person who takes an assignment or sublease of a VCH Supported Tenant’s 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, Returning 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 or a Returning 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 Returning Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant or Returning 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 or Returning 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, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenity and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
 - (ii) at its costs, 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 the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all Common Amenity and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in

accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;

- (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Affordable Housing Units and the Building(s) in which the Affordable Housing Units are situated have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant, an Eligible Tenant or Returning 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 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;

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

 - (i) subject to Section 3.5 below, a statement of the total, gross annual income once per calendar year from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (iv) the number of occupants of the Affordable Housing Unit who are Seniors.”;
 - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 The Owner and the City acknowledge and agree that the information set out in Section 3.4(a)(i) will not be collected from a Returning Tenant.
- 3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant or a Returning 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 either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
 - (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; and
 - (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;
- (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 or Returning Tenant, as applicable;
 - (ii) the annual income of an Eligible Tenant (for certainty, excluding a Returning Tenant) rises above the applicable maximum amount specified in Section 1.1(o)(i) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) subject to Section 3.8, the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

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

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.8 The Owner acknowledges and agrees that notwithstanding Section 3.7(g)(v), a Returning Tenant that is a VCH Supported Tenant may assign their Tenancy Agreement in part should the VCH Supported Tenant be replaced by another VCH Supported Tenant, as confirmed by VCH.
- 3.9 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

- 3.11 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) 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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

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

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to Section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units, provided however that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation 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 Notwithstanding Section 6.1:
- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
 - (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and

- (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units and 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 therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the 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 Sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the 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.

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

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

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

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

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

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

7.6 Release

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

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

7.7 Survival

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

7.8 Priority

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

7.9 City’s Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole 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, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands or parts thereof.

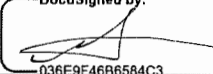
7.24 Counterparts

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

[The Remainder of This Page is Intentionally Blank]

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

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745) by its authorized signatory(ies):

DocuSigned by:

036E9E46B6584C3

Per: _____
Name: Yi Wei Xuan

Per: _____
Name: _____

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

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

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

1. I am the registered owner (the “Owner”) of the Affordable Housing Units;
 or,
 I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20__;
3. Continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants or Returning 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
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)

| |
|--|
| <p><i>Declarations should be signed, stamped, and dated and witnessed by a lawyer, notary public, or commissioner for taking affidavits.</i></p> |
|--|

Appendix A to Statutory Declaration

| APPENDIX A | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|--------|-------------------|---------------------|---------------------------|---|---|--------------------------|---|---------------------------------------|------------------------------------|---|-------------------------------------|------------------------------------|---------------------------------------|-----------------|--------------|----|--------------------|----|-------------------|----|----|
| Building Name: | | Building Address: | | Property Manager Name: | | Property Manager Phone Number: | | | | | | | | | | | | | | | | |
| Property Management Company: | | | | Property Manager Email: | | | | Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration) | | | | | | | | | | | | | | |
| Unit and Household Information | | | | Income and Rent | | | | | | | | Parking Fees | | Move-in/Move-out Fees | | Storage Fees | | Amenity Usage Fees | | Other Tenant Fees | | |
| Row # | Unit # | Unit Type | Number of Occupants | Related to Owner (Yes/No) | Number of Occupants 18 years and over Under | Number of Occupants who are "Seniors" as defined in Housing Agreement | Starting Year of Tenancy | Before-tax income of Occupants 18 years & Over (Provide one response per occupant) | | | Combined Before-tax Income of Occupants 18 years & Over | | | Income Verification Received (Yes/No) | Rent (\$/Month) | | | | | | | |
| | | | | | | | | 3-Years Prior to Year of Stat. Dec. | 1-2-Years Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | 3-Years Prior to Year of Stat. Dec. | 2-Years Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | | | | | | | | | |
| 0 | 101 | 3 BR | 4 | No | 1 | 1 | 2022 | \$24,020 | \$28,095 | \$31,049 | \$42,020 | \$54,568 | \$61,638 | Yes | \$1,611.19 | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 1 | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | |

Continue rows as needed.



**Housing Agreement (Moderate Market Rental)
(6071 Azure Road) Bylaw No. 10549**

The Council of the City of Richmond enacts as follows:

- 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. 002-379-953

Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

This Bylaw is cited as “**Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10549

Schedule A

**To Housing Agreement (Moderate Market Rental)
(6071 Azure Road) Bylaw No. 10549**

HOUSING AGREEMENT BETWEEN
SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

MODERATE MARKET RENTAL HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference 6th day of May, 2024,

BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, BC V7A 5E2

(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. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- 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) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **“BC Housing HIL Report”** means a Housing Income Limit Report for a calendar year released by the BC Housing Management Commission, or any replacement thereof;
- (d) **“Building”** means any building or structure constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required moderate income affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, BC published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **“Development”** means the residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;
- (n) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Moderate Market Rental Housing Unit;

- (o) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
 - (i) in respect of a studio unit, \$58,000.00 or less;
 - (ii) in respect of a one-bedroom unit, \$58,000.00 or less;
 - (iii) in respect of a two-bedroom unit, \$72,000.00 or less;
 - (iv) in respect of a three-bedroom unit, \$86,000.00 or less; or
 - (v) in respect of a four (or more) bedroom unit, \$107,500.00 or less,

provided that, commencing February 1, 2024, the annual incomes set-out above shall be adjusted annually on February 1st of each year this Agreement is in force and effect:

- (vi) by the household income limits published in a BC Housing HIL Report for the year for Richmond, and if Richmond is not listed, for Vancouver; or
- (vii) in the event an annual household income limit has not been published in the BC Housing HIL Report for the year, by a percentage equal to the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year.

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

- (p) **“Family”** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (q) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (r) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Moderate Market Rental Housing Units;
- (s) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

- (t) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) **“Lands”** means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (v) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **“LTO”** means the New Westminster Land Title Office or its successor;
- (x) **“Moderate Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (y) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s Building Regulation Bylaw 7230, as may be amended or replaced;
- (z) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (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 a Moderate Market Rental Housing Unit from time to time;
- (bb) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (cc) **“Permitted Rent”** means no greater than:
 - (i) \$1,450.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$1,450.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,800.00 (exclusive of GST) a month for a two-bedroom unit;
 - (iv) \$2,150.00 (exclusive of GST) a month for a three-bedroom unit; and
 - (v) \$2,687.50 (exclusive of GST) a month for a four (or more) bedroom unit,

provided that:

- (vi) commencing February 1, 2024, the rents set out above may be adjusted annually on February 1 of each year this Agreement is in force and effect by calculating the Permitted Rents to be equal to 30% of the gross household incomes as set out in the applicable BC Housing HIL Report for Richmond, and if Richmond is not listed, for Vancouver. In the event that a BC Housing HIL Report for the year has not been released, Permitted Rents may be increased by a percentage equal to the percentage increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year; and
- (vii) if there is a decrease in the incomes set out in the BC Housing HIL Report or in the percentage change in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable based on the above, the Permitted Rents set out above for the subsequent year shall remain unchanged from the previous year,

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

- (dd) “**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;
- (ee) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ff) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (gg) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (hh) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ii) “**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*;

- (jj) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Moderate Market Rental Housing Unit; and
- (kk) “**Tenant**” means an occupant of a Moderate Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

ARTICLE 2
USE AND OCCUPANCY OF MODERATE MARKET RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Moderate Market Rental Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant at Permitted Rent; and that a Moderate Market Rental Housing Unit may not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Moderate Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Moderate Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Moderate Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Moderate Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner has:
 - (i) submitted to the City a Development Permit application that includes the Moderate Market Rental Housing Units and all Common Amenities and other ancillary spaces; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Moderate Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Moderate Market Rental Housing Units and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;

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

**ARTICLE 3
DISPOSITION AND ACQUISITION OF MODERATE MARKET RENTAL HOUSING
UNITS**

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

will be the legal and beneficial owner of not less than all of the Moderate Market Rental Housing Units in one Building;

- (b) if the Development contains one or more air space parcels, then provided that all the Moderate Market Rental Housing Units a one Building are situated within a single air space parcel or the remainder, then such air space parcel will be a “Building” and the remainder will be a “Building” for the purpose of this Section 3.3; and
- (c) the Lands will not be Subdivided such that one or more Moderate Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

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

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

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

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

- (a) the Moderate Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Moderate Market Rental Housing Unit will not exceed the Permitted Rent applicable to that class of Moderate Market Rental Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation the Common Amenities, including for the upkeep of such facilities;
 - (v) charges or fees in excess of those charged to other occupants of the Development for the use of parking, loading, bicycle storage, electric vehicle charging stations or related facilities on the Lands used by the Tenants in addition to the Common Amenities;
 - (vi) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vii) property or similar tax,

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

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
- (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
- (x) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that

are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Moderate Market Rental Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) a Moderate Market Rental Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(o) of this Agreement;
 - (iii) the Moderate Market Rental Housing Unit is occupied by more than the number of people the City determines can reside in the Moderate Market Rental Housing Unit given the number and size of bedrooms in the Moderate Market Rental Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Moderate Market Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Moderate Market Rental Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(o) "Eligible Tenant" of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to Section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Moderate Market Rental Housing

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

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

ARTICLE 4 DEMOLITION OF MODERATE INCOME HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Moderate Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Moderate Market Rental Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Moderate Market Rental Housing Units as rental accommodation.

- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of a Moderate Market Rental Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation, contrary to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of a Moderate Market Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Moderate Market Rental Housing Units, provided however that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Moderate Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Market Rental Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
 - (a) a Moderate Market Rental Housing Unit is used or occupied in breach of this Agreement;
 - (b) a Moderate Market Rental Housing Unit is rented at a rate in excess of the Permitted Rent;
or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

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

**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where a Moderate Market Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Moderate Market Rental Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and

where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain the Moderate Market Rental Housing Units.

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

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 **Modification**

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

7.4 **Management**

The Owner covenants and agrees that it will ensure good and efficient management of the Moderate Market Rental Housing Units and will permit representatives of the City to inspect the Moderate Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Moderate Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands, at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

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

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

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

7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

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

7.6 Release

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

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

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Moderate Market Rental 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**

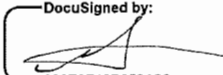
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands the Owner will remain liable for breaches of this Agreement that occurred while the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

7.24 **Counterparts**

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

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

SUN VALLEY RENTAL LTD. by its authorized signatory(ies):

DocuSigned by:

038E9F4BB6584C3

Per: _____
Name: Yi Wei Xuan

Per: _____
Name: _____

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

**STATUTORY DECLARATION
(Moderate Market Rental Housing Units)**

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

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

1. I am the registered owner (the “Owner”) of the Moderate Market Rental Housing Units;
or,
 I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Moderate Market Rental Housing Units and information as of the ____ day of _____, 20____;
3. Continuously since the last Statutory Declaration process:
 - a) the Moderate Market Rental Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Moderate Market Rental Housing Units complied with the Owner’s obligations under the Housing Agreement and any housing covenant(s) registered against title to the Moderate Market Rental Housing Units;
4. The information set out in the table attached as Appendix A hereto (the “Information Table”) in respect of each of the Moderate Market Rental Housing Units is current and accurate as of the date of this declaration; and
5. I obtained the prior written consent from each of the occupants of the Moderate Market Rental Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Moderate Market Rental Housing Unit occupied by such

Appendix A to Statutory Declaration

| APPENDIX A | | | | | | | | | | | | | | | | | | |
|------------------------------|--------|-------------------|---------------------|-------------------------|--|---|--------------------------|--|------------------------------------|------------------------------------|------------------------------------|-----------------|--------------|-----------------------|--------------|-------------------|-------------------|--|
| Building Name: | | Building Address: | | Property Manager Name: | | Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration) | | | | | | | | | | | | |
| Property Management Company: | | | | Property Manager Email: | | Property Manager Phone Number: | | | | | | | | | | | | |
| Income and Rent | | | | | | | | | | | | | | | | | | |
| Row # | Unit # | Unit Type | Number of Occupants | Related to Owner (Y/N) | Number of Occupants 18 years and Under | Number of Occupants who are "Seniors" as defined in Housing Agreement | Starting Year of Tenancy | Before-tax Income of Occupants 18 years & Over (Provide one response per occupant) | | | Income Verification Received (Y/N) | Rent (\$/Month) | Failing Fees | Move-in/Move-out Fees | Storage Fees | Agency Usage Fees | Other Tenant Fees | |
| | | | | | | | | 3-Years Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | 1-Year Prior to Year of Stat. Dec. | | | | | | | | |
| 0 | 101 | 3 BR | 4 | No | 1 | 1 | 2022 | \$24,020 | \$28,095 | \$31,049 | Yes | \$1,611.19 | \$ | \$ | \$ | \$ | \$ | |
| | | | | No | | | | | \$18,000 | \$19,500 | \$22,764 | Yes | | | | | | |
| | | | | No | | | | | | \$7,063 | \$7,825 | Yes | | | | | | |
| | | | | No | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | |

Continue rows as needed.



**Housing Agreement (Market Rental)
(6071 Azure Road) Bylaw No. 10550**

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. 002-379-953

Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

This Bylaw is cited as “**Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10550

Schedule A

**To Housing Agreement (Market Rental)
(6071 Azure Road) Bylaw No. 10550**

HOUSING AGREEMENT BETWEEN
SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference 6th day of May, 2024,

BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, BC V7A 5E2

(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. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) “**Agreement**” means this agreement together with all schedules, attachments and priority agreements attached hereto;

- (b) **“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 and remainder will be a Building for the purpose of this Agreement;
- (c) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) **“City”** means the City of Richmond;
- (e) **“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;
- (f) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required market rental parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (g) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) **“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;
- (i) **“Development”** means the residential development to be constructed on the Lands;
- (j) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;
- (l) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (m) **“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;
- (n) **“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 Market Rental Housing Units;

- (o) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (p) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) “**Lands**” means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (r) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) “**LTO**” means the New Westminster Land Title Office or its successor;
- (t) “**Market Rent**” means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (u) “**Market Rental Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, 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;
- (v) “**Occupancy Certificate**” means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s Building Regulation Bylaw 7230, as may be amended or replaced;
- (w) “**OCP**” means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (x) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (y) “**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;
- (z) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

- (aa) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (bb) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (cc) “**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*;
- (dd) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ee) “**Tenant**” means an occupant of a Market Rental 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 a 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 MARKET RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Tenants), or any tenant or guest of the Owner, other than a Tenant. For the purposes of this Article, “permanent residence” means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Market Rental 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 Market Rental 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 Market Rental Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner has:
 - (i) submitted to the City a Development Permit application that includes the Market Rental Housing Units and all Common Amenity and other ancillary spaces; 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 Market Rental 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 the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, and all Common Amenity and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
- (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Market Rental Housing Units and related uses and areas, and the Building(s) in which the Market Rental Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Market Rental Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Market Rental Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Market Rental Housing Units; and
- (e) not subdivide the Market Rental Housing Units within a Building into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan or air space subdivision plan, that the Market Rental Housing Units in a Building will together form no more than one (1) strata lot or no more than one (1) air space parcel, as applicable.

ARTICLE 3

DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 Without limiting Section 2.1, Owner will not permit a Market Rental 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 (as contemplated in Section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental 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 Market Rental 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 Market Rental

Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one Building;

- (b) if the Development contains one or more air space parcels, then provided that all the Market Rental Housing Units in a Building are situate within a single air space parcel or the remainder, then such air space parcel will be a “building” and the remainder will be a “building” for the purpose of this Section 3.2; and
 - (c) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

 - (i) the number of occupants of the Market Rental Housing Unit;
 - (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
 - (iii) the number of occupants of the Market Rental Housing Unit who are Seniors.”;
 - (b) defines the term “Landlord” as the Owner of the Market Rental Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

- (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent; and
- (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces on the Lands, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units.
- (d) 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;
- (e) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) a Market Rental Housing Unit is occupied by a person or persons other than a Tenant;
 - (ii) the Market Rental Housing Unit is occupied by more than the number of people the City determines can reside in the Market Rental Housing Unit given the number and size of bedrooms in the Market Rental Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iii) the Market Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (iv) the Tenant subleases the Market Rental 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. 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;

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

- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable, on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

- 4.1 The Owner will not demolish a Market Rental 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 Market Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Owner has obtained the written opinion of a professional engineer who is at arm's length to the Owner that the Market Rental 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 Market Rental Housing Unit, as applicable, has been issued by the City and the Market Rental Housing Unit, as applicable, has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Market Rental Housing Unit, as applicable, 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 Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities on the Lands intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
 - (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement;
 - (b) a Market Rental Housing Unit is rented at a rate in excess of the Market 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 the Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units 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, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units and the Common Amenities, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Market Rental Housing Units, this Agreement will secure only the legal parcels which contain the Market Rental 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 therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 **No Compensation**

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

7.3 **Modification**

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

7.4 **Management**

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental 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 Market Rental 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 not cost or charge to the Tenant.

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

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

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

Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental 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 Occupancy Certificate, 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 Market Rental 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 Market Rental Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Market Rental 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, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands or parts thereof.

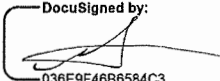
7.24 Counterparts

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

[The Remainder of This Page is Intentionally Blank]

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

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745) by its authorized signatory(ies):

Per: 
Name: Yi Wei Xuan

Per: _____
Name: _____

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

**STATUTORY DECLARATION
(Market Rental Housing Units)**

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

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

1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Market Rental Housing Units and information as of the ____ day of _____, 20____;
3. To the best of my knowledge, for the period from _____ to _____, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Housing Agreement) at or below Market Rent (as defined in the Housing Agreement).

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

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

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



To: Planning Committee

Date: June 10, 2024

From: Wayne Craig
General Manager, Planning and Development

File: ZT 24-035934

Re: **Application by Kush Panatch for a Zoning Text Amendment to the “Agriculture (AG1)” Zone to Permit a Glass Greenhouse with Concrete Footings at 12800 / 12910 No. 2 Road**

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10567, for a Zoning Text Amendment to the “Agriculture (AG1)” zone to permit the use of an 81 m² greenhouse with concrete footing foundations to support the farm business at 12800 / 12910 No. 2 Road be introduced and given first reading.

Wayne Craig
General Manager, Planning and Development
(604-276-4083)

WC:jh
Att. 6

| REPORT CONCURRENCE | | |
|--------------------|-------------------------------------|--------------------------------|
| ROUTED TO: | CONCURRENCE | CONCURRENCE OF GENERAL MANAGER |
| Building Approvals | <input checked="" type="checkbox"/> | |

Staff Report

Origin

Kush Panatch has applied on behalf of the owner, No. 2 Road Farm Ltd. (Kush Panatch), for a Zoning Text Amendment to the “Agriculture (AG1)” zone for the site at 12800/12910 No. 2 Road to allow a glass greenhouse with an earthen floor and concrete footing foundations. The proposed 81 m² greenhouse will support soil bound agricultural production and requires concrete footing foundations for longevity and structural soundness. A location map and aerial photo are provided in Attachment 1.

In 2018, Council introduced new regulations to discourage the introduction of greenhouses with concrete floors and use of concrete generally, while also introducing a fast track process for considering applications proposing greenhouses to facilitate a timely turnaround. At that time, Council adopted Bylaw 9861 to amend the “Agriculture (AG1)” zone to add regulations for agricultural buildings and structures, and greenhouses to restrict the construction of concrete slabs or other impermeable structures and surfaces at or below the natural grade. As per the current AG1 zone, greenhouses solely for supporting a farm business are not permitted to have concrete construction, including concrete foundations and footings. At the time of Bylaw 9861 adoption, Council also implemented a “fast track” application process for applicants proposing rezoning for greenhouses that propose a concrete floor of any size. The subject Zoning Text Amendment proposal is being processed as a “fast track” application.

The subject property is currently occupied by a single-family dwelling, an active regenerative and certified organic farm operation (Athiana Acres), and associated farm buildings.

Findings of Fact

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

Surrounding Development

To the North: A farm operation on a parcel zoned “Agriculture (AG1)” and located in the ALR, fronting No. 2 Road.

To the South: A no access parcel, part of the subject farm operation on a parcel zoned “Agriculture (AG1)” and located in the ALR, and the South Dyke Trail.

To the East: Farm operations on parcels zoned “Agriculture (AG1)” and located in the ALR.

To the West: Across No. 2 Road, low rise apartments on parcels zoned “Low Rise Apartment (ZLR7)” and “Low Rise Apartment (ZLR8)”.

Related Policies & Studies

Official Community Plan

The subject site is designated “Agriculture (AG1)” in the Official Community Plan (OCP), which includes those areas where the principal use is agriculture and food production, but may include other land uses as permitted under the *Agricultural Land Commission Act (ALCA)*. The proposal is consistent with this designation.

Food Security & Agricultural Advisory Committee

The proposal was reviewed by the Food Security and Agricultural Advisory Committee (FSAAC) at its meeting held on May 30, 2024. The application was endorsed. An excerpt from the May 30, 2024 FSAAC meeting minutes is provided in Attachment 4.

Public Consultation

In accordance with the City’s Early Public Notification Policy, notice of the development proposal was provided to residents within 100 metres of the subject site. In addition, a rezoning sign has been installed on the subject property. Staff have received several phone inquiries regarding the application. Questions related to the location and size of the greenhouse and the use of lighting. The applicant has agreed to restrictions on the use of lighting to prohibit the use of bright hydroponic lighting and permit minimal artificial lighting as required under the BC Building Code. Upon receiving additional context regarding the application, no formal correspondence has been received at the time of report writing.

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

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

Analysis

The purpose of this Zoning Text Amendment application is to allow the construction of an 81 m² glass greenhouse with concrete footings on site to support existing farm operations. The greenhouse is located generally in the North West corner of the site, as shown in the site plan in Attachment 2. The proposed use is consistent with the “Agriculture (AG1)” zone and the Agricultural Land Reserve (ALR) Regulations.

Current City regulations aim to promote soil-based farming by regulating the type of agricultural buildings and greenhouses and the amount of impermeable surfacing that can be constructed. The introduction of the prohibition on the use of concrete materials in 2018 had the intent of protecting high-quality soils used for soil-based agriculture.

The flooring of the proposed greenhouse will be soil based as is the standard requirement under the AG1 zone. A Statutory Declaration is required prior to the issuance of a Building Permit to

ensure the flooring remains soil based. This is included in the considerations associated with this application. Only the footings are proposed to be concrete. While the applicant explored other options for the greenhouse perimeter footings, they determined that concrete footings would provide for greater longevity and structural soundness of the greenhouse, contributing to the overall sustainability of the structure and related cost considerations.

The applicant advised there is no intention of using hydroponic lighting for the purposes of vegetation growth and that the greenhouse will utilize natural lighting. Some artificial lighting will be required to meet health and safety standards under the BC Building Code. As lighting was the subject of one or more inquiries regarding the application the applicant has agreed to the registering of a restrictive covenant which will be registered on Title, prohibiting the use of hydroponic lighting within the greenhouse and to ensure any lighting is downward focussed. (Attachment 6).

The proposed greenhouse will be 6.4m (21 feet) by 12.6m (41.5 feet) in size. It will be 4.8m (15.8 feet) in height, in compliance with permitted heights within the "Agriculture (AG1)" zone. Development Plans are found in Attachment 5.

The applicant has provided confirmation of farm status as per BC Assessment. The farm operation on site is Athiana Acres. Launched in 2022, Athiana Acres is a regenerative farm, and certified organic farm that participates in farmers markets, and sells products to restaurants in Greater Vancouver. A variety of different crops are grown on the subject site and the intent of the proposed new greenhouse is to increase the diversity of crops grown on the farm by providing a temperature controlled environment to climate sensitive crops and extend the availability of product into the winter season. Reported produce to be grown includes tomatoes, cucumbers, strawberries and a variety of herbs.

Staff are supportive of the application as the subject site is an active farm, the greenhouse is proposed to contribute to an increased diversity of crops, as well as extend the availability of local produce, and the applicant has confirmed farm status as per BC assessment. An application of this type aligns with the intent and purpose of the "Fast Track" process Council established for greenhouses.

The purpose of this Zoning Text Amendment application is to introduce Bylaw Amendment No. 10567 to amend the "Agriculture (AG1)" zone to permit the use of one 81 m² greenhouse with concrete footing foundations to support the farm business at 12800 / 12910 No 2 Road.

Transportation and Site Access

Vehicular access to the subject site is provided via the northern driveway on No. 2 Road adjacent to 12800 No. 2 Road that will lead to an existing gravel area used for public parking. Walking paths made of gravel or grass will lead to the greenhouse. Any pathways constructed with fill will be done in compliance with the Agricultural Land Commission regulations. Produce will be transferred through a variety of means, including push carts and wheelbarrows.

Transportation confirmed that they have no concerns with the access proposed in the development.

Site Servicing and Frontage Improvements

There are no site servicing concerns and no frontage improvements required for this property at this time given the limited scope of the application.

Financial Impact or Economic Impact

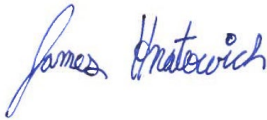
None

Conclusion

The purpose of this Zoning Text Amendment application is to amend the “Agriculture Zone (AG1)” permit the use of an 81 m² greenhouse with concrete footing foundations to support the farm business at 12800 / 12910 No 2 Road.

The Zoning Text Amendment application complies with the land use designation and applicable policies contained within the OCP for the subject site.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10567 be introduced and given first reading.



James Hnatowich
Planner 1
(604-247-4911)

JH:cas

- Att.: 1: Location Map
2: Site Plan
3: Development Application Data Sheet
4: FSAAC Meeting Minutes
5: Development Plans
6: Rezoning Considerations



City of
Richmond



ZT 24-035934

PLN - 181

Original Date: 04/24/24

Revision Date: 06/06/24

Note: Dimensions are in METRES

Attachment 2



PLN - 182

FARM PLAN
1/64" = 1'-0"

NOTES:
CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION.

| REVISION | NO. |
|----------|-----|
| | |

PANATCH GROUP
PROPERTIES - CAPITAL - FOUNDATION
Kluah Panatch
E: kluah@panatchgroup.com
C: 604-644-2355

ATHIANA ACRES
Simran Panitch
E: simran@athianaacres.com
C: 604-306-3291

PROJECT: **ATHIANA ACRES**
12910/12800 No. 2 Rd., Richmond BC

TITLE: **FARM PLAN**

| DRAWN | REVIEWED | SP/MP |
|-------|----------|-------|
| JRR | | |

DATE: 2024-06-07 3:58 pm
SCALE: 1/64" = 1'-0"

DRAWING NO: **D1.3**



ZT 24-035934

Attachment 3

Address: 12800 / 12910 No. 2 Road

Applicant: Kush Panatch

Planning Area(s): Gilmore

| | Existing | Proposed |
|-----------------------------------|------------------------------|-----------|
| Owner: | No 2 Road Farm Ltd | No Change |
| Site Size (m²): | 11.15 hectares (27.56 acres) | No Change |
| Land Uses: | Agriculture | No Change |
| OCP Designation: | Agriculture (AGR) | No Change |
| Zoning: | Agriculture (AG1) | No Change |

| On Future Subdivided Lots | Bylaw Requirement | Proposed | Variance |
|----------------------------|---|---|----------|
| Lot Coverage- Greenhouses: | Max. 75 % | 0.07% | none |
| Greenhouse Setbacks (m): | Front: Min. 7.5 m Rear: Min. 4.5 m Side: Min. 4.5 m | Front: 101.2 m Rear: 258.5 m Side: 57.3 m | none |
| Height (m): | Max. 20 m | 4.8 m | none |



City of Richmond

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

Held Thursday, May 30, 2024 (7:00 pm)
Microsoft Teams

1. Zoning Text Amendment Application - 12800 No. 2 Road

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

- In 2018, City of Richmond Council adopted a Bylaw to add regulations for greenhouses with concrete construction.
- As per the “Agriculture (AG1)” zone, greenhouses are not permitted to have concrete construction sunk into, at or below the natural grade of the site.
- A property owner may apply to build a greenhouse with concrete construction through a rezoning application.
- A “fast track” review process is applicable to these applications, given the applicant has provided farm status, which the applicant has provided.

Kush Panatch, Simran Panatch and Daniel Garfinkel, from Athiana Acres, provided a presentation identifying the following:

- Athiana Acres has a refined and modern agricultural vision, focusing on regenerative and organic farming practices.
- Athiana Acres provides product through their on-site farm stand, farm markets, community events, restaurant partnerships, and other arrangements in the greater Vancouver area.
- The applicant is proposing a grass greenhouse with concrete footings for longevity and structural considerations.
- The greenhouse will help the business expand the product range, and extend product availability into the winter months.

In response to questions from the Committee, Athiana Acres representatives provided the following additional comments:

- The current vision is to have just the one greenhouse on site.
- The greenhouse will be heated through a natural gas heater. The proposed thickness of the glass will limit the need for heating.

- The greenhouse will at times be open to the public, with the intent to showcase it as an important component of the farm.

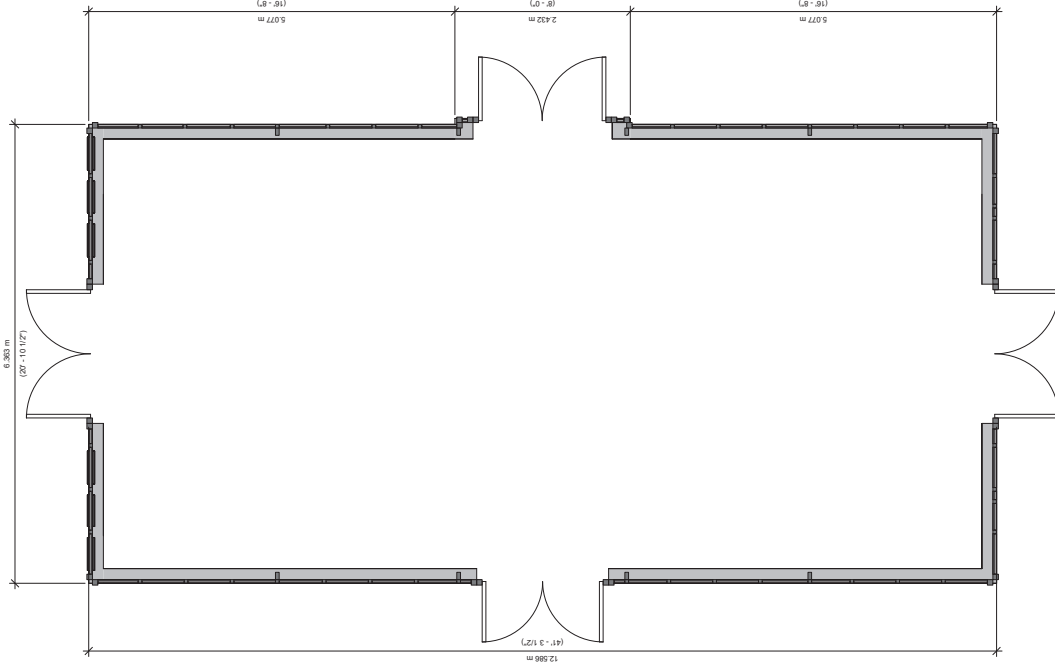
The Committee passed the following motion:

That the Food Security and Agricultural Advisory Committee support the application for a Zoning Text Amendment at 12800 No.2 Road (ZT 24-035934) as presented.

Carried Unanimously

Attachment 5

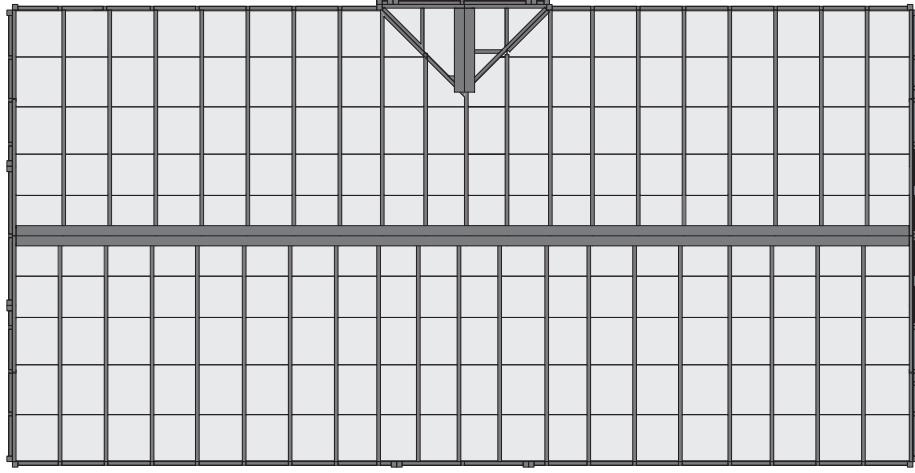
A3.0



PLN - 186

1 Floor Plan
1:32

A3.0



A3.0

2 Roof Plan
1:32

NOTES:
CONTRACTOR SHALL VERIFY ALL DIMENSIONS
BEFORE CONSTRUCTION

| REVISION | NO. |
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PANATCH GROUP
PROPERTIES - CAPITAL - FOUNDATION

ATHIANA
ACRES

PROJECT
ATHIANA ACRES

129/01/2800 No. 2 Rd., Richmond BC

TITLE
PLANS

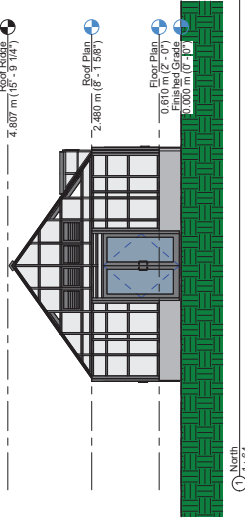
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DATE: 2024-08-04

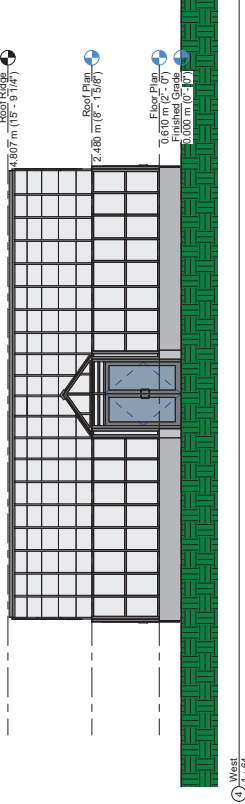
SCALE: 1:32

PROJECT PHASE: BUILDING PERMIT DRAWING

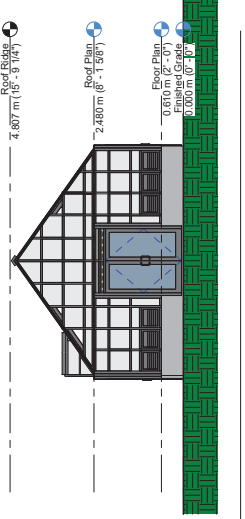
A2.0



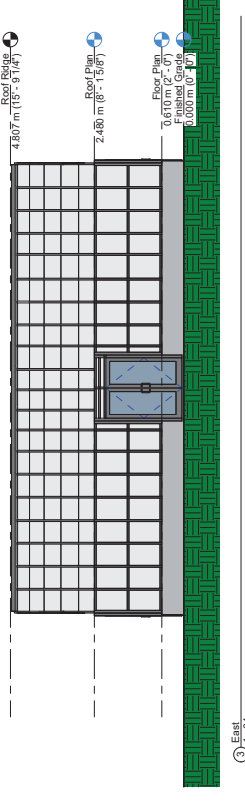
① North
1:64



④ West
1:64



② South
1:64



③ East
1:64

NOTES:
CONTRACTOR SHALL VERIFY ALL DIMENSIONS
BEFORE CONSTRUCTION.

| REVISION | NO. |
|----------|-----|
| | |

PANATCH GROUP
PROPERTIES - CAPITAL - FOUNDATION

ATHIANA ACRES

PROJECT
ATHIANA ACRES

129/01/2800 No. 2 Rd., Richmond BC

TITLE
ELEVATIONS

| DRAWN | REVIEWED | SP |
|-----------------|-----------------|----|
| JPR | | |
| DATE | 2024-08-04 | |
| SCALE | 1:64 | |
| PROJECT PHASE | BUILDING PERMIT | |
| BUILDING PERMIT | DRAWING NO. | |

A3.0



NOTES:
CONTRACTOR SHALL VERIFY ALL DIMENSIONS
BEFORE CONSTRUCTION

| REVISION | NO. |
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PANATCH GROUP
PROPERTIES - CAPITAL - FOUNDATION

ATHIANA ACRES

PROJECT
ATHIANA ACRES
1291/12900 No. 2 Rd., Richmond BC

TITLE
RENDERINGS

| DRAWN | REVIEWED | SP |
|-------|----------|----|
| JPR | | |

| DATE | SCALE |
|------------|-------|
| 2024-08-04 | |

PROJECT PHASE:
BUILDING PERMIT
DRAWING NO.



Address: 12800 / 12910 No 2 Road

File No.: ZT 24-035934

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10567, the developer is required to complete the following:

1. Registration of a restrictive covenant on Title to prohibit the use of artificial lighting for the purpose of growth and to ensure any lighting for health and safety is downward facing within the greenhouse.

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

1. Submission from an Architect confirming the design of the greenhouse meets Zoning Bylaw 8500 and BC Building Code 2024/ Farm code.
2. Submission of a Statutory Declaration confirming that all proposed construction shall comply with the permitted uses specified in Zoning Bylaw 8500, consistent with the City's Bulletin No. BUILDING-32 "Statutory Declaration Requirement for Building Permit Applications in AG1 Zones"
3. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
4. If applicable, obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.

- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10567 (ZT24-035934)
12800 / 12910 No 2 Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:
 - a. Inserting the following as a new Section 14.1.11.17 (Other Regulations) in the Agriculture (AG1) zone and renumbering accordingly:

“One **greenhouse**, 81 m² in size, with concrete footings is permitted so as to not permit a concrete slab for the entirety of the floor, on the following **site** only:

12800 No. 2 Road / 12910 No. 2 Road
PID 003-950-972

West Half Section 7 Block 3 North Range 6 West Except: Firstly: Part Shown on Reference Plan 1948; Secondly: Part shown on Reference Plan 5169; Thirdly: Part included in Parcel "A" (Explanatory Plan 10350), New Westminster District”

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10567**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

| |
|-----------------------------------|
| CITY OF RICHMOND |
| APPROVED by |
| <i>Ac</i> |
| APPROVED by Director or Solicitor |
| <i>[Signature]</i> |

MAYOR

CORPORATE OFFICER