



REVISED AGENDA - VICTORIA CITY COUNCIL

Thursday, April 2, 2026

COUNCIL CHAMBERS, CITY HALL, 1 CENTENNIAL SQUARE

To be held immediately following the Committee of the Whole Meeting

The City of Victoria is located on the homelands of the Songhees Nation and Xwsepsum Nation

Pages

A. TERRITORIAL ACKNOWLEDGEMENT

B. CHAIR'S REMARKS

C. INTRODUCTION OF LATE ITEMS

D. APPROVAL OF AGENDA

***E. CONSENT AGENDA**

Proposals for the Consent Agenda:

- F.1 - Minutes from the Council (to follow COTW) meeting held February 12, 2026
- H.1 - Bylaw for 938 Mason Street: Housing Agreement

F. CONSIDERATION OF MINUTES

F.1 Minutes from the Council (to follow COTW) meeting held February 12, 2026

1

G. REPORTS OF COMMITTEE

G.1 Committee of the Whole

G.1.a Report from the April 2, 2026 Committee of the Whole Meeting

Placeholder for time-sensitive items pending approval at the April 2, 2026 Committee of the Whole meeting.

H. BYLAWS

H.1 Bylaw for 938 Mason Street: Housing Agreement

13

A report recommending:

1st, 2nd, and 3rd readings of:Housing Agreement (938 Mason Street) Bylaw (2026), No. 26-029

The purpose of this Bylaw is to authorize an agreement for affordable rental housing for the lands known as 938 Mason Street, Victoria, BC.

I. CLOSED MEETING

MOTION TO CLOSE THE APRIL 2, 2026 COUNCIL MEETING TO THE PUBLIC

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

Section 90(1)(f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

Section 90(1)(n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);

Section 90(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

Section 90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

J. APPROVAL OF CLOSED AGENDA

K. CONSIDERATION OF CLOSED MINUTES

L. NEW BUSINESS

L.1 Closed Meeting - Community Charter Section 90(1)(n)

L.2 Intergovernmental Relations/ Law Enforcement - Community Charter Section 90(2)(b) and 90(1)(f)

***L.3 POSTPONED**

~~Labour Relations—Community Charter Section 90(1)(e)~~

M. CONSIDERATION TO RISE & REPORT

N. ADJOURNMENT



MINUTES - VICTORIA CITY COUNCIL

February 12, 2026, 9:31 A.M.

COUNCIL CHAMBERS, CITY HALL, 1 CENTENNIAL SQUARE

To be held immediately following the Committee of the Whole Meeting

The City of Victoria is located on the homelands of the Songhees Nation and Xwsepsum Nation

PRESENT: Mayor Alto in the Chair, Councillor Caradonna, Councillor Coleman, Councillor Dell, Councillor Gardiner, Councillor Kim, Councillor Loughton, Councillor Thompson

PRESENT ELECTRONICALLY: Councillor Hammond

STAFF PRESENT: J. Jenkyns - City Manager, S. Thompson - Deputy City Manager / Chief Financial Officer, K. Hoese - Director of Planning and Development, P. Rantucci - Director of Community Safety, Wellbeing & Partnerships, A. Johnston - Assistant Director of Development Services, S. Johnson - Director of Communications and Engagement, B. Roder - Deputy City Clerk, A. Heimburger - Senior Legislative Coordinator, D. Newman - Director of Parks and Recreation, S. Grubb - City Solicitor, P. Carroll - Senior Planner, A. Moffatt - Legislative Coordinator

A. TERRITORIAL ACKNOWLEDGEMENT

The Chair acknowledged the events that took place in Tumbler Ridge and expressed the City's support and condolences and reiterated the importance of community. The Chair also expressed gratitude to the first responders, teachers, parents, and community leaders who are handling the aftermath of this tragedy.

Council acknowledged that the City of Victoria is located on the homelands of the Songhees First Nation and Xwsepsum First Nation communities, and thanked them for allowing us to live, work and play on their lands. We express gratitude that the City and the Nations can learn from one another and continue to build a better community for future generations.

B. INTRODUCTION OF LATE ITEMS

B.1 Reconsideration of Council Member Motion: Post-Secondary Student Affordability - Advocacy to AVICC and UBCM

Councillor Dell recused himself at 9:40 a.m. due to a non-pecuniary conflict of interest.

Moved and Seconded:

That late item *B.1 - Reconsideration of Council Member Motion: Post-Secondary Student Affordability - Advocacy to AVICC and UBCM* be added to the agenda under New Business as I.1.

CONFLICT (1): Councillor Dell

CARRIED (8 to 0)

Councillor Dell rejoined the meeting at 9:43 a.m.

B.2 Intergovernmental Relations / Law Enforcement

Moved and Seconded:

That late item *B.2 - Intergovernmental Relations / Law Enforcement – Community Charter Section 90(2)(b) and Section 90(1)(f)* be added to the agenda under Closed New Business as L.1.

CARRIED UNANIMOUSLY

C. APPROVAL OF AGENDA

Moved and Seconded:

That the agenda be approved as amended.

CARRIED UNANIMOUSLY

D. CONSENT AGENDA

Moved and Seconded:

That the following Consent Agenda items be approved:

E.1 Minutes from the Daytime Council meeting held January 8, 2026

That the minutes from the Daytime Council meeting held January 8, 2026 be approved.

E.2 Minutes from the Daytime Council meeting held January 15, 2026

That the minutes from the Daytime Council meeting held January 15, 2026 be approved.

G.1.a.a Council Member Motion: Funding Canada Day 2026

That:

1. Council directs staff to allocate \$100,000 from the MCIEG to Canada Day 2026;

2. Council requests the mayor to write to the Minister of Tourism, Arts, and Culture, and the Premier, to invite the Province to cost-share Canada Day in 2026, and in an ongoing manner, and to write to the Minister of Canadian Identity and Culture to request additional grants for Victoria's Canada Day.

CARRIED UNANIMOUSLY

E. CONSIDERATION OF MINUTES

E.1 Minutes from the Daytime Council meeting held January 8, 2026

This item was approved on the Consent Agenda.

E.2 Minutes from the Daytime Council meeting held January 15, 2026

This item was approved on the Consent Agenda.

F. UNFINISHED BUSINESS

F.1 Update on 2501-2699 Blanshard Street, 825/841 Hillside Avenue, 2500-2684 Dowler Place and 900 Kings Road: Rezoning Application No. 00866

Council reconvened consideration of the motion as amended, referred from the February 5, 2026 Committee of the Whole meeting.

On the amendment:

1. That the applicant prepare and execute a Master Development Agreement prior to adoption of the bylaw that is generally in accordance with Rezoning Book dated December 16, 2024 and in a form satisfactory to the City Solicitor to secure the following:
 - a. To the satisfaction of the Director of Planning and Development:
 - i. The sequencing of each development area, including the timing for delivery of proposed public realm improvements and amenities and any interim landscaping measures. The first phase is to include development of DA-D and subsequent development areas (DA-A, DA-B, DA-C or DA-E) can occur in any order.
 - ii. Provision of the two-bedroom, three-bedroom and four-bedroom units, as well as design of flex-units, as outlined on page 4 of the Rezoning Book.
 - iii. Provision of a minimum of 175 affordable units for the greater of the life of the building or a minimum period of 60 years and allocated to low-income households, as defined by BC Housing's income limits and referenced on page 12 the Rezoning Book.
 - iv. Provision of a minimum of 21 supportive housing units for the greater of the life of the building or a minimum period of 60 years, to be operated by Aboriginal Coalition to End Homelessness.
 - v. Provision of a minimum of 145 non-profit operated below-market units for the greater of the life of the building or a minimum period

of 60 years and allocated to low to moderate- and middle-income households, as defined by BC Housing's income limits and referenced on page 12 of the Rezoning Book.

- vi. Provision of an approximately 929m² multi-purpose common amenity space in Building C1 or C2, designed with high ceiling height, for use by all tenants, delivered in conjunction with development of DA-C.
- vii. Provision of a childcare space in ~~a future~~ phase 2.
- viii. Provision of sustainable building features including commitments regarding:
 - A. Natural rainwater management systems
 - B. Landscape-based stormwater management features
 - C. High-efficiency drip irrigation
 - D. Electric heating and mechanical cooling for all units
 - E. High-reflectance roof materials
 - F. Solar ready buildings
 - G. Sewage heat recovery, except in the first phase
 - H. Step code level four for buildings under seven storeys
 - I. Step code level three for buildings exceeding or equal to seven storeys.
- ix. Provision of an indoor common amenity space in each building for shared use by the building's residents.
- x. Provision of at least one rooftop and/or elevated terrace in each building for the use of all building residents.
- xi. Provision of at least 70% of the residential units having access to a usable private patio or balcony.
- xii. Provision of all buildings meeting British Columbia Building Code requirements for barrier-free access.
- b. To the satisfaction of the Director of Engineering and Public Works:
 - i. Streetscape improvements to Hillside Avenue (including bicycle lanes and transit stop), Dowler Place, Bay Street (including bicycle lanes and transit stop) and Blanshard Street (including protected bicycle lanes) as depicted on pages 37, 45, 48 and 63 of the Rezoning Book.
 - ii. Intersection upgrades at Hillside Avenue and Blanshard Street, Kings Road and Dowler Place, Dowler Place and Bay Street, Bay Street and Blanshard Street, and Kings Road and Blanshard Street, as outlined on page 45 of the Rezoning Book.

- iii. Provision and maintenance of a people-priority lane (Evergreen Lane) between Kings Road and Hillside Avenue, including a statutory right-of-way over the entire portion of the lane that secures public access and inclusion of a formal connection to the existing southern path through the property at 955 Hillside Avenue, as depicted on page 37 of the Rezoning Book and further described on page 54 of the Rezoning Book.
 - iv. Provision and maintenance of a 2-3m all-ages recreational loop trail measuring approximately 900m (The Loop), as depicted on page 37 and further described on page 55 of the Rezoning Book, including a statutory right-of-way over the entire portion of pathway that secures public access. The width and design of the pathway will be determined based on the critical root zones of municipal trees and protected trees.
 - v. Provision of a detailed transportation study to assist in determining the need for and type of traffic signal required at the intersection of Bay Street and Dowler Place, in conjunction with submission of the initial Development Permit Application associated with DA-E.
- c. To the satisfaction of the Director of Parks, Recreation and Facilities:
- i. Provision and maintenance of a publicly accessible open space (Evergreen Commons), in conjunction with development of DA-E, as depicted on page 37 and further described on page 53 of the Rezoning Book, which may include a statutory right-of-way and/or land dedication, as appropriate, over the entire portion of the open space that secures public access and utilities.
 - ii. Provision of a publicly accessible plaza (Evergreen Plaza) between Kings Road and Blanshard Street, in conjunction with development of DA-C, as depicted on page 37 and further described on page 52 of the Rezoning Book, which may include a statutory right-of-way and/or land dedication, as appropriate, over the entire portion of the open space that secures public access, utilities, and that apportions spaces for city and owner maintenance.
 - iii. Provision of soil cells required above structures and in plaza areas, and in other area where required to achieve recommended soil volumes for all new trees proposed.
 - iv. Provision of any soil volumes proposed across lot lines to be considered at DP stages for each phase meeting minimum tree bylaw requirements.
 - v. Provision of new and retained trees in accordance with minimum Tree Protection Bylaw requirements for the entire site and for each phase, except that up to 15-20% variation across phases will be allowed.

2. That adoption of the Zoning Regulation Bylaw amendment will not take place until all the required legal agreements that are registrable in the Land Title Office have been so registered to the satisfaction of the City Solicitor.
3. That the above Recommendations be adopted on the condition that they create no legal rights for the applicant or any other person, or obligation on the part of the City or its officials, and any expenditure of funds is at the risk of the person making the expenditure.

OPPOSED (6): Mayor Alto, Councillor Caradonna, Councillor Coleman, Councillor Dell, Councillor Hammond, Councillor Thompson

DEFEATED (3 to 6)

On the main motion as amended:

1. That the applicant prepare and execute a Master Development Agreement prior to adoption of the bylaw that is generally in accordance with Rezoning Book dated December 16, 2024 and in a form satisfactory to the City Solicitor to secure the following:
 - a. To the satisfaction of the Director of Planning and Development:
 - i. The sequencing of each development area, including the timing for delivery of proposed public realm improvements and amenities and any interim landscaping measures. The first phase is to include development of DA-D and subsequent development areas (DA-A, DA-B, DA-C or DA-E) can occur in any order.
 - ii. Provision of the two-bedroom, three-bedroom and four-bedroom units, as well as design of flex-units, as outlined on page 4 of the Rezoning Book.
 - iii. Provision of a minimum of 175 affordable units for the greater of the life of the building or a minimum period of 60 years and allocated to low-income households, as defined by BC Housing's income limits and referenced on page 12 the Rezoning Book.
 - iv. Provision of a minimum of 21 supportive housing units for the greater of the life of the building or a minimum period of 60 years, to be operated by Aboriginal Coalition to End Homelessness.
 - v. Provision of a minimum of 145 non-profit operated below-market units for the greater of the life of the building or a minimum period of 60 years and allocated to low to moderate- and middle-income households, as defined by BC Housing's income limits and referenced on page 12 of the Rezoning Book.

- vi. Provision of an approximately 929m² multi-purpose common amenity space in Building C1 or C2, designed with high ceiling height, for use by all tenants, delivered in conjunction with development of DA-C.
 - vii. Provision of a childcare space in a future phase.
 - viii. Provision of sustainable building features including commitments regarding:
 - A. Natural rainwater management systems
 - B. Landscape-based stormwater management features
 - C. High-efficiency drip irrigation
 - D. Electric heating and mechanical cooling for all units
 - E. High-reflectance roof materials
 - F. Solar ready buildings
 - G. Sewage heat recovery, except in the first phase
 - H. Step code level four for buildings under seven storeys
 - I. Step code level three for buildings exceeding or equal to seven storeys.
 - ix. Provision of an indoor common amenity space in each building for shared use by the building's residents.
 - x. Provision of at least one rooftop and/or elevated terrace in each building for the use of all building residents.
 - xi. Provision of at least 70% of the residential units having access to a usable private patio or balcony.
 - xii. Provision of all buildings meeting British Columbia Building Code requirements for barrier-free access.
- b. To the satisfaction of the Director of Engineering and Public Works:
- i. Streetscape improvements to Hillside Avenue (including bicycle lanes and transit stop), Dowler Place, Bay Street (including bicycle lanes and transit stop) and Blanshard Street (including protected bicycle lanes) as depicted on pages 37, 45, 48 and 63 of the Rezoning Book.
 - ii. Intersection upgrades at Hillside Avenue and Blanshard Street, Kings Road and Dowler Place, Dowler Place and Bay Street, Bay Street and Blanshard Street, and Kings Road and Blanshard Street, as outlined on page 45 of the Rezoning Book.
 - iii. Provision and maintenance of a people-priority lane (Evergreen Lane) between Kings Road and Hillside Avenue, including a statutory right-of-way over the entire portion of the

lane that secures public access and inclusion of a formal connection to the existing southern path through the property at 955 Hillside Avenue, as depicted on page 37 of the Rezoning Book and further described on page 54 of the Rezoning Book.

- iv. Provision and maintenance of a 2-3m all-ages recreational loop trail measuring approximately 900m (The Loop), as depicted on page 37 and further described on page 55 of the Rezoning Book, including a statutory right-of-way over the entire portion of pathway that secures public access. The width and design of the pathway will be determined based on the critical root zones of municipal trees and protected trees.
 - v. Provision of a detailed transportation study to assist in determining the need for and type of traffic signal required at the intersection of Bay Street and Dowler Place, in conjunction with submission of the initial Development Permit Application associated with DA-E.
- c. To the satisfaction of the Director of Parks, Recreation and Facilities:
- i. Provision and maintenance of a publicly accessible open space (Evergreen Commons), in conjunction with development of DA-E, as depicted on page 37 and further described on page 53 of the Rezoning Book, which may include a statutory right-of-way and/or land dedication, as appropriate, over the entire portion of the open space that secures public access and utilities.
 - ii. Provision of a publicly accessible plaza (Evergreen Plaza) between Kings Road and Blanshard Street, in conjunction with development of DA-C, as depicted on page 37 and further described on page 52 of the Rezoning Book, which may include a statutory right-of-way and/or land dedication, as appropriate, over the entire portion of the open space that secures public access, utilities, and that apportions spaces for city and owner maintenance.
 - iii. Provision of soil cells required above structures and in plaza areas, and in other area where required to achieve recommended soil volumes for all new trees proposed.
 - iv. Provision of any soil volumes proposed across lot lines to be considered at DP stages for each phase meeting minimum tree bylaw requirements.
 - v. Provision of new and retained trees in accordance with minimum Tree Protection Bylaw requirements for the entire site and for each phase, except that up to 15-20% variation across phases will be allowed.

2. That adoption of the Zoning Regulation Bylaw amendment will not take place until all the required legal agreements that are registrable in the Land Title Office have been so registered to the satisfaction of the City Solicitor.
3. That the above Recommendations be adopted on the condition that they create no legal rights for the applicant or any other person, or obligation on the part of the City or its officials, and any expenditure of funds is at the risk of the person making the expenditure.

CARRIED UNANIMOUSLY

G. REPORTS OF COMMITTEE

G.1 Committee of the Whole

G.1.a Report from the January 29, 2026 Committee of the Whole Meeting

G.1.a.a Council Member Motion: Funding Canada Day 2026

This item was approved on the Consent Agenda.

H. BYLAWS

H.1 Bylaw for 824, 826 Alston Street, 210, 212 and 220, 222 Langford Street: Housing Agreement

Moved and Seconded:

That the following bylaw be adopted:

1. Housing Agreement (824/826 Alston Street, 210/212 and 220/222 Langford Street) Bylaw (2026), No. 26-007

CARRIED UNANIMOUSLY

I. NEW BUSINESS

I.1 Reconsideration of Council Member Motion: Post-Secondary Student Affordability - Advocacy to AVICC and UBCM

Councillor Dell recused himself at 10:20 a.m. due to a non-pecuniary conflict of interest.

Moved and Seconded:

1. That Council requests that the Mayor write to the Provincial Minister of Post-Secondary Education and Future Skills to:
 - 1) Create the Student Food Security Grant, committing an annual grant worth \$1.50 per student enrolled in a public BC post-secondary institution to the student union representing that institution to fund student food bank jobs.
 - 2) Instate a \$10 flat-rate ferry fare for post-secondary students travelling as foot passengers, taking shape as a one-year trial.
 - 3) Explore and consult with student advocacy organizations in

relation to all 15 of the recommendations made in the Student Issues Backgrounder 2025 provided to Council.

2. That Council endorse the following three resolutions, to be brought to the next AVICC and UBCM meetings:

A. \$10 Per Day Flat Rate Ferry Fare for Post-Secondary Students

Whereas post-secondary students currently pay full adult BC Ferries fares, despite facing significant cost-of-living pressures and limited incomes, and this creates affordability barriers to travel to co-op employment, internships, conferences, networking opportunities, and travelling home to visit family, particularly for students who must regularly travel between Vancouver Island and the mainland;
And whereas indigenous students and students from rural communities are more likely to rely on ferry services, post-secondary students paying a full adult fare reinforces barriers to being able to travel home with ease, increasing inequities in mobility:

Therefore be it resolved that **AVICC and UBCM** advocate to the Honourable Minister Mike Farnworth, Minister of Transportation and Transit, for a \$10/day flat rate ferry fare pilot program, during non-peak hours, for post-secondary students.

B. \$1.50 Per Student Food Security Grant for Post-Secondary Food Security

Whereas since 2020 an approximately 20 percent inflation rate has contributed to a cost-of-living crisis that has particularly impacted students, and post-secondary food banks are seeing dramatically increased use, including a ten fold increase in visits to the University of Victoria Students' Society (UVSS) food bank from Spring 2020 to Spring 2024;

And whereas local businesses and the broader community regularly support campus food banks with donations, but student societies require stable funding for student part-time staff positions in order to operate and expand food bank programs to meet the increased needs on their campuses:

Therefore be it resolved that **AVICC and UBCM** advocate to the Honourable Minister Sheila Malcolmson, Minister of Social Development and Poverty Reduction, to provide funding support to BC post-secondary student unions, by establishing a food security grant, equivalent to \$1.50 per student, to address student food insecurity as evidenced by the increased use of post secondary campus food banks.

C. Post-secondary affordability

Whereas post-secondary students are facing greater cost-of-living challenges, due to a variety of factors including a lack of affordable housing options, longer and more expensive commutes, a lack of food security and underfunded food banks, and a range of other cost increases, resulting from

a university funding model that's over reliant on international students;

And whereas, student advocacy organizations have put forward a Student Issues Backgrounder 2025 with policy solutions that can help make life more affordable for students on campus, help bring down housing and transportation costs, and help ensure students have access to affordable food and services that they need to thrive while pursuing higher education.

Therefore, be in resolved that AVICC and UBCM request that they Province implement all 15 policy solutions identified in the Student Issues Backgrounder 2025.

CONFLICT (1): Councillor Dell

CARRIED (8 to 0)

Councillor Dell rejoined the meeting at 10:21 a.m.

J. NOTICE OF MOTIONS

There were no Notices of Motions.

K. CLOSED MEETING

Moved and Seconded:

MOTION TO CLOSE THE FEBRUARY 12, 2026 COUNCIL MEETING TO THE PUBLIC

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

Section 90(1)(f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

Section 90(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

Section 90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;

CARRIED UNANIMOUSLY

The daytime Council meeting was closed to the public at 10:22 a.m.

L. NEW BUSINESS

L.1 Intergovernmental Relations / Law Enforcement – Community Charter Sections 90(1)(f) and 90(2)(b)

*Council discussed an intergovernmental relations and law enforcement matter.
The discussion was recorded and kept confidential.*

M. CONSIDERATION TO RISE & REPORT

There was no consideration to rise and report.

N. ADJOURNMENT

Moved and Seconded:

That the Council meeting be adjourned at 11:29 a.m.

CARRIED UNANIMOUSLY

CITY CLERK

MAYOR



**Council Report
For the Meeting of April 2, 2026**

To: Council

Date: March 19, 2026

From: Karen Hoese, Director, Planning and Development

Subject: **Housing Agreement Bylaw No. 26-029 for 938 Mason Street**

RECOMMENDATION

1. That Council gives first, second, and third reading to Bylaw No. 26-029 to authorize a Housing Agreement for 938 Mason Street to secure the building as affordable rental.

BACKGROUND

The purpose of this report is to present Council with Housing Agreement Bylaw No. 26-029 (see Attachment 1) for 938 Mason Street, to secure 34 dwelling units as affordable rental housing for 60 years. This agreement is required for the applicant to satisfy requirements of the Victoria Housing Reserve Grant (VHRF).

On December 12, 2024, Council approved a VHRF grant of \$262,500 for the Aboriginal Coalition to End Homelessness (ACEH), subject to conditions, including a housing agreement securing the building as affordable rental housing for 60 years.

For this project, ACEH is collaborating with BC Housing to develop culturally supportive housing, which will be operated by ACEH. The Provincial Rental Housing Corporation (PRHC), as the property owner, will execute the housing agreement with the City, ensuring that all 34 dwelling units are secured as rental units for households with incomes that do not exceed BC Housing's Housing Income Limits.

CONCLUSIONS

Housing Agreement Bylaw No. 26-029 satisfies the applicable condition of the Victoria Housing Reserve Fund grant; therefore, it is recommended that Council approve the associated bylaw.

Respectfully submitted,

Ross Soward, Manager of Housing
Planning and Development Department

Karen Hoese, Director
Planning and Development Department

Report accepted and recommended by the City Manager.

List of Attachments

- Attachment 1: Housing Agreement Bylaw No. 26-029

HOUSING AGREEMENT (938 MASON STREET) BYLAW
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for affordable rental housing for the lands known as 938 Mason Street, Victoria, BC.

Under its statutory powers, including section 483 of the Local Government Act, the Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

Title

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (938 MASON STREET) Bylaw (2026)".

Amending Agreement authorized

- 2 The Director of Planning and Development is authorized to execute the Housing Agreement:
 - (a) substantially in the form attached to this Bylaw as Schedule A;
 - (b) between the City and the Provincial Rental Housing Corporation, Inc. No. BC0052129, or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands known as 938 Mason Street, Victoria, BC, legally described as:
PID: 003-524-442, Lot 1, Suburban Lot 10, Victoria City, Plan 20248.

Effective Date

- 3 This Bylaw comes into force on adoption.

READ A FIRST TIME the	day of	2026
READ A SECOND TIME the	day of	2026
READ A THIRD TIME the	day of	2026
ADOPTED on the	day of	2026

CITY CLERK

MAYOR

SCHEDULE A

HOUSING AGREEMENT

(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

#1 Centennial Square
Victoria, B.C. V8W 1P6

(the "City")

AND:

PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO. BC0052129)

1701 – 4555 Kingsway
Burnaby, B.C. V5H 4V8

(the "Owner")

WHEREAS:

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 938 Mason Street, Victoria, B.C. and legally described as:

PID: 003-524-442

LOT 1, SUBURBAN LOT 10, VICTORIA CITY, PLAN 20248

(the "Lands").

- D. The ACEH has secured funding through the Owner and other sources in order to construct affordable rental units on the Lands geared to households with income that is at or below the income limits outlined in this Agreement.
- E. The Owner intends to enter into an operator agreement with ACEH as a condition of granting funding to ACEH, for ACEH to operate the Development as affordable housing in accordance with that agreement.

- F. The ACEH has applied to the Victoria Housing Reserve Fund for a grant to subsidize the construction of the Development, and as a condition of the ACEH receiving the grant, the Owner has agreed to enter into this housing agreement with the City to secure the affordability of the units.
- G. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner to provide affordable housing.

NOW THIS AGREEMENT WITNESSES that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

"**ACEH**" means the Aboriginal Coalition to End Homelessness Society, Inc. No. S0065028;

"**BC Housing**" means the British Columbia Housing Management Commission;

"**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

"**Development**" means the new thirty-four (34) unit building consisting of residential housing and related facilities to be constructed on the Lands;

"**Director**" means the City's Director of Planning and Development or their designate;

"**Dwelling Units**" means any or all, as the context may require, of the thirty-four (34) self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands;

"**Housing Income Limit**" or "**HIL**" means the household income determined annually by the British Columbia Housing Management Commission or its successors in function. Housing Income Limits (HILs) are intended to represent the maximum gross household income for eligibility in many affordable housing programs and ensure eligibility for housing assistance is targeted to those with the most financial need within their community;

"**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

"**Income**" means the total income before tax from all sources for each Non-owner;

"**Income Assistance**" means financial assistance for shelter and support provided under the *Employment and Assistance Act* or *Employment and Assistance for Persons with Disabilities Act* to a person in financial need who has no other resources and meets other specified criteria, which assistance is administered and paid by the Government of British Columbia;

"**Non-owner**" means a person other than a Related Person, the Owner, or the ACEH;

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 11.3;

"**Public Housing Body**" means a public housing body as prescribed in the *Residential Tenancy Act*;

"**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
 - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
 - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

"**Rental Unit**" means a Dwelling Unit that is designated as a rental unit in accordance with Article 4.0 of this Agreement;

"**Tenancy Agreement**" means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act; and

"**Victoria Housing Reserve Fund**" means the fund established by the City to fund housing projects.

2.0 TERM

2.1 The term of this Agreement shall be for a period of 60 years beginning on the date the City issues an occupancy permit for the Development.

3.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

3.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the either the Owner, ACEH, or a Public Housing Body and the Non-owner who occupies the Dwelling Unit.

4.0 AFFORDABLE HOUSING

4.1 The Owner covenants and agrees that a total of thirty-four (34) Dwelling Units shall be designated as Rental Units and shall only be occupied and used as Rental Units.

4.2 The Owner further covenants and agrees that:

- (a) the Rental Units shall be operated by the Owner, ACEH, or a Public Housing Body;
- (b) each of the Rental Units shall be rented to a Non-owner or Non-owners with an Income that does not exceed the Housing Income Limit; and
- (c) monthly rent for the Rental Units shall not exceed the maximum rent determined by BC Housing from time to time.

4.3 The Owner covenants and agrees that upon expiry or earlier termination of the operator agreement with ACEH, the Owner will either operate the Rental Units, or enter into a new operator agreement with a new Public Housing Body.

5.0 RENT ADJUSTMENTS

5.1 During the term of the tenancy, the monthly rent payable by the Non-owner(s) of the Dwelling Units may be increased only by the amount permitted under the *Residential Tenancy Act* and any other applicable legislation.

6.0 SUBDIVISION

6.1 If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, or under other similar legislation enacted from time to time, then upon the deposit of a plan of subdivision, a strata plan, or similar plan as the case may be:

- (a) the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas so created; and
- (b) the burdens, obligations, agreements and covenants contained in this Agreement will continue to be noted on each of the new parcels, lots or other subdivided parcels and areas so created.

7.0 REPORTING

7.1 The Owner covenants and agrees to provide to the Director, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant;
- (b) rent levels for the Dwelling Units are in accordance with this Agreement; and
- (c) all other requirements of this Agreement are being complied with, along with such other information as may be reasonably requested by the Director from time to time.

7.2 The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

7.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to

consent to modifications of this Agreement and that such consent may be withheld for any reason.

8.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

8.1 Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

9.0 LIABILITY

9.1 The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.

9.2 The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

10.0 PRIORITY AGREEMENT

10.1 Intentionally Deleted.

11.0 GENERAL PROVISIONS

11.1 NOTICE. If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria
#1 Centennial Square
Victoria, BC V8W 1P6

Attention: Director of Planning and Development
Email: khoese@victoria.ca
Fax: 250-361-0386

in the case of the Owner, addressed to:

Provincial Rental Housing Corporation
1701 – 4555 Kingsway
Burnaby, British Columbia V5H 4V8

Attention: Manager Real Estate Services

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail or email service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

11.2 TIME. Time is of the essence of this Agreement.

11.3 BINDING EFFECT. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

11.4 WAIVER. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

11.5 HEADINGS. The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

11.6 LANGUAGE. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

11.7 LEGISLATION. Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

- 11.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for 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.
- 11.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 11.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 11.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 11.12 AMENDMENT.** This Agreement may be 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.
- 11.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 11.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
 - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 11.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 11.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 11.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

11.18 EFFECTIVE DATE. This Agreement is effective as of the date of the signature of the last party to sign.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF VICTORIA by its authorized signatory:)
)

Karen Hoese, Director of Planning and Development)
)

Date signed: _____)
)

PROVINCIAL RENTAL HOUSING CORPORATION by its authorized signatory(ies):)
)



Print Name: Sarah Smith, Authorized Signatory)
)



Print Name: Michael Pistrin, Director)
)

Date signed: January 28, 2026 _____)